



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSALS FOR CHAMPIONS FOR CHANGE - HEALTHY COMMUNITIES INITIATIVE

RFP 2016-003

MARCH 2016

**Prepared By
County of Los Angeles
Department of Public Health
DIVISION OF CHRONIC DISEASE AND INJURY PREVENTION**

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	Purpose	1
1.2	Background	2
1.3	Goals and Objectives	3
1.4	Terms and Definitions	10
1.5	Funding	13
2.0	CONTRACT FOR CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE SERVICES	14
2.1	Sample Contract: County Terms and Conditions	14
2.1.1	Anticipated Contract Term	14
2.1.2	Contract Rates (Intentionally Omitted)	14
2.1.3	Days of Operation	14
2.1.4	Indemnification and Insurance	14
2.1.5	SPARTA Program	15
2.1.6	Health Insurance Portability and Accountability Act of 1996	15
3.0	PROPOSER’S MINIMUM MANDATORY REQUIREMENTS	16
4.0	COUNTY’S RIGHTS AND RESPONSIBILITIES	17
4.1	Final Contract Award by the Board of Supervisors	17
4.2	County Option to Reject Proposals	17
4.3	County’s Right to Amend Request for Proposals	17
4.4	Background and Security Investigations	18
4.5	County’s Quality Assurance Plan	18
5.0	PROPOSER’S REQUIREMENTS AND CERTIFICATIONS	19
5.1	Notice to Proposers Concerning the Public Records Act	19
5.2	Contact with County Personnel	19
5.3	Mandatory Requirement to Register on County’s WebVen	20
5.4	Protest Policy Review Process	20
5.5	Injury and Illness Prevention Program	21

TABLE OF CONTENTS

5.6	Confidentiality and Independent Contractor Status	21
5.7	Conflict of Interest.....	21
5.8	Determination of Proposer Responsibility	21
5.9	Proposer Debarment	22
5.10	Adherence to County’s Child Support Compliance Program.....	24
5.11	Gratuities.....	24
5.12	Notice to Proposers Regarding the County Lobbyist Ordinance	25
5.13	Lobbying Restrictions	26
5.14	Federal Earned Income Credit	26
5.15	Consideration of GAIN/GROW Participants for Employment.....	26
5.16	Recycled Bond Paper	27
5.17	Safely Surrendered Baby Law.....	27
5.18	Jury Service Program	27
5.19	Living Wage Program (Intentionally Omitted).....	28
5.20	Notification to County of Pending Acquisitions/Mergers	28
5.21	Proposer’s Charitable Contributions Compliance	29
5.22	Defaulted Property Tax Reduction Program	30
5.23	Time Off for Voting	30
6.0	COUNTY’S PREFERENCE PROGRAMS	31
6.1	County Policy on Doing Business with Small Business	31
6.2	Local Small Business Enterprise Preference Program.....	31
6.3	Local Small Business Enterprise (SBE) Prompt Payment Program	32
6.4	Disabled Veteran Business Enterprise Preference Program (DVBE) (Intentionally Omitted)	32
6.5	Transitional Job Opportunities Preference Program (Intentionally Omitted)	32
7.0	PROPOSAL SUBMISSION REQUIREMENTS	33
7.1	Truth and Accuracy of Representations	33
7.2	RFP Timetable.....	33
7.3	Solicitation Requirements Review	33
7.4	Proposers’ Questions	34

TABLE OF CONTENTS

7.5	Submission of Application for Exemption to Living Wage Program (Intentionally Omitted)	35
7.6	Proposers Conference (Intentionally Omitted).....	35
7.7	Mandatory Intent to Apply.....	35
7.8	Preparation of the Proposal.....	36
7.9	Business Proposal Format	37
7.10	Cost Proposal Format (Intentionally Omitted).....	52
7.11	Firm Offer/Withdrawal of Proposal.....	52
7.12	Proposal Submission.....	52
8.0	SELECTION PROCESS AND EVALUATION CRITERIA.....	54
8.1	Selection Process.....	54
8.2	Stage 1: Adherence to Minimum Requirements (Pass/Fail)	55
8.3	Disqualification Review.....	55
8.4	Stage 2: Proposal Evaluation and Criteria.....	56
8.5	Cost Proposal Evaluation Criteria (Intentionally Omitted).....	59
8.6	Labor Law/Payroll Violations (Intentionally Omitted)	59
8.7	Stage 3: Final Review and Selection.....	59
8.8	Department's Proposed Contractor Selection Review.....	59
8.9	County Independent Review Process.....	61

APPENDICES:

- A Sample Scope of Work**
- B Sample Contract:** Identifies the terms and conditions in the Contract.
- C Budget and Budget Justification Instructions:** Provides informational guidelines to assist in the preparation of the budget forms that must be completed and included in the proposal.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Request for Proposals Transmittal to Request a Solicitation Requirements Review:** Transmittal sent to Department of Public Health requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business With Small Business:**

TABLE OF CONTENTS

County Policy

- G Contractor Employee Jury Service:** 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 Determinations of Contractor Non-Responsibility and Contractor Debarment:** County Code
- 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 Non-profit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (if applicable)
- O Defaulted Property Tax Reduction Program:** County Code
- P List of Qualifying Census Tracts:** List of Supplemental Nutrition Assistance Program Education allowable census tracts in Los Angeles County.
- Q Listing of Reference Documents:** Listing of web-based reference documents.
- R Certification of Non-Acceptance of Tobacco Funds:** Required appendix in order for a Proposer to demonstrate that it does not accept funds from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company for the direct sale and/or marketing of tobacco products.
- S Mandatory Intent to Apply Form:** Required Appendix in order for a Proposer to demonstrate intent to submit a proposal in response to this Request for Proposal.

1.0 INTRODUCTION

1.1 Purpose

The Los Angeles County Department of Public Health (DPH) is issuing this Request for Proposals (RFP) to solicit proposals from qualified organizations (Proposers) to implement the Champions for Change – Healthy Communities Initiative (Champions Initiative). Proposers will utilize nutrition education; physical activity promotion; and advancement of policy, systems, and environmental changes coordinated with stakeholder engagement and partnerships, as applicable, to reach low-income individuals and families in multiple settings. The overall goal is to apply comprehensive evidence-based obesity prevention strategies to achieve specific behavioral outcomes including increased consumption of healthy foods, reduced consumption of less healthy foods and beverages, and increased levels of physical activity.

Selected agencies will be restricted to working in SNAP-Ed eligible locations and cities or communities with prevalence of obesity above the Los Angeles County (County) average of 23.0% for children and 23.9% for adults as listed in the report titled, *Obesity and Related Mortality in Los Angeles County: A Cities and Communities Health Report*, September 2011 (Appendix Q).

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

1.2 Background

Poor diets and sedentary lifestyles have a profound impact on the development of obesity and obesity-related chronic disease. Over the past thirty years, obesity prevalence in the United States has doubled among adults and tripled among children. Similarly, the average weight of adults and children has increased in the County over the past decade, leading to an increased risk of early onset hypertension, type 2 diabetes, and asthma. In addition, obesity-related chronic illnesses continue to rank among the top ten leading causes of premature death in the County, including coronary heart disease, stroke, diabetes, colorectal cancer, and hypertension. While the obesity epidemic continues to impact virtually all population groups, lower-income individuals and communities of color are impacted most with Latinos (29.4%) and African-Americans (29.2%) having higher rates of obesity when compared to whites (17.6%). Among school-aged children, Pacific Islanders (37.1%) and Latinos (27.5%) have the highest obesity rates.

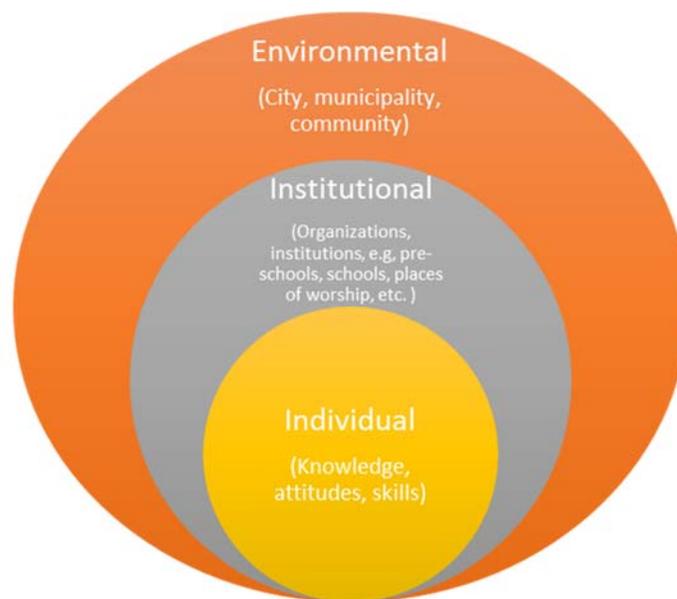
Comprehensive approaches are required to address the underlying causes of obesity, and obesity-related diseases. A shift in recent years has expanded obesity prevention efforts from interventions that target individuals to a focus on community-level changes. Growing evidence suggests that improving the

built environment (i.e. where individuals live, learn, play, pray, and shop) in addition to nutrition education and physical activity promotion can result in improved access to healthier foods and opportunities for physical activity.

Addressing Obesity: SNAP-Ed and the Social Ecological Model

Proposers will implement the Champions Initiative in alignment with the Social Ecological Model (SEM, Figure 1) a theoretical framework for understanding the factors that influence health and wellness at varying levels surrounding individuals, groups, and populations. From individuals and their social networks, to institutions and the external environment, the SEM illustrates the broad array of influences that can affect an individual's food and physical activity choices, and ultimately one's chronic disease risk. Additional information on the theory and research supporting the SEM can be found online at: http://www.cdc.gov/obesity/health_equity/addressingtheissue.html.

Figure 1. Social Ecological Model



Using the construct provided by the SEM as a guide, projects will provide comprehensive nutrition education, physical activity promotion, and corresponding environmental strategies that are coordinated to influence multiple spheres of influence, including individuals, institutions, and the surrounding environment, in order to make healthy choices easier for the Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible audience. In this way, Proposals funded by the Champions Initiative will increase the likelihood that SNAP-Ed eligible individuals will make food and physical activity choices that support their health and well-being.

1.3 Goals and Objectives

In alignment with the goal of SNAP-Ed, the ultimate goal of the Champions Initiative is to reduce the prevalence of obesity and chronic diseases in SNAP-Ed eligible communities through a coordinated approach of nutrition education; physical activity promotion; community mobilization; and policy, systems, and environmental changes to address multiple layers of the SEM.

All Proposers will be required to complete the following objectives. Required activities for each objective can be found in Appendices A-1, A-2 and A-3, Sample Scopes of Work (SOW).

1.3.1 Administrative Requirements

Fulfill administrative requirements including, but not limited to:

1. Hiring qualified staff:
 - A. Minimum staffing requirements
 - One (1) full-time Project Coordinator [one Full Time Equivalent (FTE), 100 percent funded by the contract]. The Project Coordinator must hold a Master's Degree in Public Health (or equivalent, e.g. Master in Public Policy, Master in Public Administration) with experience in implementing public health projects in underserved communities.
 - One full-time health educator (one FTE, 100% funded by the contract) with experience working in underserved communities. Bilingual in Spanish preferred.
 - B. Additional considerations for staffing
 - Language-specific and cultural competencies should be considered in order to reach the diverse target population in Los Angeles County.
 - Additional skills that may be considered include those related to health promotion, nutrition expertise, community engagement, policy work, and administration.
 - Other staff may be proposed in order to accomplish the required scope of work.
2. Submitting monthly fiscal and programmatic documentation.

1.3.2 Eligible Site and Target Audience

Selected agencies will be restricted to working in SNAP-Ed eligible locations and cities or communities with prevalence of obesity above the Los Angeles County (County) average of 23.0% for children and 23.9% for adults as listed in the report titled, *Obesity and Related Mortality in Los*

Angeles County: A Cities and Communities Health Report, September 2011 (Appendix Q).

Using census tracts data, free and reduced priced meal program data, or means-tested low-income assistance program data, Proposers will determine site eligibility of proposed project to ensure that the project is delivered to SNAP-Ed eligible communities.

1.3.3 Individual Layer of the SEM: Nutrition Education and Physical Activity Promotion

Nutrition education and physical activity promotion represent core components of SNAP-Ed. Individual level approaches provide an unparalleled opportunity to increase knowledge and self-efficacy around healthy eating and physical activity. Nutrition education and physical activity promotion strategies must be combined and coordinated with selected Policy, Systems, and Environmental Change (PSE) strategy interventions as outlined in *Table 1: Menu of Evidence-based PSE Strategies*. This coordinated approach is intended to improve health behaviors in an environment where the healthy choice becomes the easy and preferred choice.

A. Delivery models for Nutrition Education and Physical Activity Promotion

Nutrition education and physical activity promotion must include a minimum of one or a combination of delivery models identified below. NOTE: To access approved materials/curricula, click on <https://www.cdph.ca.gov/programs/NEOPB/Documents/NEOPB-ApprovedCurriculaListFFY16-2015-07-16.pdf>

1. Trained/licensed expert: In this model, nutrition education and/or physical activity classes are led by an individual who has received formal training and/or holds a license or certification (e.g. Registered Dietitian, Certified Health Education Specialist, and/or licensed physical activity specialist).
2. Peer-to-Peer Education (Promotora Model): In this model, a peer educator, someone from the community he/she serves, provides education and resources to members of the community who may share similar social backgrounds or life experiences.
3. Train the trainer: In this model, a skilled expert in pedagogy related to nutrition education and physical activity promotion trains other people in order to reach a wide audience.

1.3.4 Institutional and Environmental Layers: Policy, Systems, and Environmental Change Strategy Implementation

PSE strategies provide the opportunity to create environments that support healthy behaviors, thereby increasing the likelihood that the target audience will make healthy choices. The intention is that the selected PSEs are aligned with selected nutrition education and physical activity promotion strategies to create synergy across multiple layers of the SEM, in order to increase the likelihood of making the healthy choice an easy and preferred choice among low-income communities that are eligible for SNAP-Ed.

The Champions Initiative will include at least two (2) PSE strategies (DPH-approved PSE strategy interventions are outlined in *Table 1: Menu of Evidence-based PSE Strategies*): one from the institutional layer and one from the environmental layer of the SEM, as indicated in Table 1. In addition, selected PSEs will align with nutrition education and physical activity promotion strategies (as identified in Section 1.3, Goals and Objectives, Sub-section 1.3.3 A) while leveraging community engagement/mobilization efforts (Section 1.3, Goals and Objectives, Sub-section 1.3.5) and partnerships (Section 1.3, Goals and Objectives, Sub-section 1.3.6) to affect similar behavioral outcomes among the target population.

For example, to address the individual layer of the SEM, the Proposer might create an after-school youth engagement club on healthy eating and being physically active. In addition to providing classes that focus on improving personal eating and exercise habits, the Proposer could also apply the Youth Participatory Action Research Model (YPAR) to engage the students to advocate for healthier vending options as part of an existing school wellness policy. The same students can also work on outer layers of the SEM by joining with community partners to contribute to the development and adoption of a healthy park plan which will ensure healthy vending is applied to local parks in the community to improve the quality of snacks students buy where they live, learn, and play. The proposal would include how this project will contribute to increased consumption of healthy foods and beverages and decreased consumption of unhealthy foods and beverages among youth.

In another example, the Proposer might establish a parent group at a school district that focuses on healthy eating and being physically active. In addition to providing classes that focus on improving personal eating and exercise habits via garden-based education such as the SNAP-Ed-approved *Fresh from the Garden* curriculum, the Proposer could also apply the Community Based Participatory Research Model (CBPR) to engage the parents to initiate and/or maintain garden projects across the local school district including distribution plans for produce grown. The

same parents can also work on outer layers of the SEM by joining with community partners to contribute to the development and adoption of a zoning plan which will support increased opportunities for urban agriculture in their communities. The proposal would include how this project will contribute to increased access to fresh fruits and vegetables among the SNAP-Ed eligible community.

Table 1: Menu of Evidence-based Policy, Systems, and Environmental Change Strategies and Targeted Layers of the SEM

<i>Select at least one from SEM layer: Institutional</i>
Institutional
<ol style="list-style-type: none"> 1. Implement strategies to facilitate cost effective procurement of fresh fruits and vegetables, including locally sourced produce from local farms, community gardens, and/or gleaning programs, at 10-15 qualifying sites. (SNAP-Ed allowable examples include: Farm to Fork; Farm to School; increasing fruits and vegetables for sale at qualifying corner stores). Website for additional information: http://www.eatsmartmovemorenc.com/FreshProduce/FreshProduce.html http://www.fsn.usda.gov/farmtoschool/farm-school http://www.changelabsolutions.org/sites/default/files/Fresh-Produce-Distribution-Small-Food-Stores_FINAL_20140131.pdf 2. Implement behavioral economics strategies that increase consumption of healthy food and beverages and decrease the consumption of unhealthy food and beverages by guiding healthier choices in the food environment at 10-15 qualifying sites. (SNAP-Ed allowable examples include: Smarter Lunchroom Movement; healthy marketing at corner stores, healthy vending machines) Websites for additional information: https://www.healthiergeneration.org/take_action/schools/breakfast_and_lunch/ http://smarterlunchrooms.org/ http://www.cdph.ca.gov/programs/cpns/Pages/RetailPSE.aspx 3. Develop, expand, and/or implement organizational policies that increase healthy food/beverages and/or increase physical activity at 10-15 qualifying sites. (SNAP-Ed allowable examples include: School Wellness Policy; healthy vending policy; organizational policies). Websites for additional information: http://www.fns.usda.gov/tn/local-school-wellness-policy http://www.healthybeveragesinchildcare.org/bestpractices/BestPracticesHandbook.pdf http://www.fairfaxcountyparks.org/healthyfamiliesesmm.org/ http://www.cdph.ca.gov/programs/cpns/Documents/CDPH-PA-ResourceGuide-v1r13.pdf https://www.cdph.ca.gov/programs/cpns/Documents/CFBK-HealthyVending.pdf 4. Build community edible gardens in 10-15 qualifying sites and develop a garden produce distribution plan designed to reach a high proportion of low-income families. (SNAP-Ed allowable examples include: edible gardens at qualifying schools, affordable housing, faith-based institutions, and food banks). Website for additional information: http://www.eatsmartmovemorenc.com/Gardens/Gardens.html

Select at least one from the SEM layer: *Environmental*

Environmental

1. Establish 1-3 policies and/or plans* that improve availability of affordable, fresh fruits and vegetables for retailers, school, and/or other food providers within qualifying jurisdictions. (SNAP-Ed allowable examples include: city ordinance, purchasing plan, supply chain distribution, food hub, or other similar policy and/or plan).
Website for additional information:
http://www.changelabsolutions.org/sites/default/files/Fresh-Produce-Distribution-Small-Food-Stores_FINAL_20140131.pdf
2. Establish 1-3 healthy parks policies and/or plans* that improve healthy food and beverage availability, water access, pedestrian and bicycle access and/or other opportunities for physical activity within parks, trails, and green spaces in qualifying neighborhoods (1-3 plans). (SNAP-Ed allowable examples include: city ordinance, parks and recreation master plan, or other similar plan)
Website for additional information:
<http://www.changelabsolutions.org/publications/complete-parks>
3. Establish 1-3 active transportation policies* (SNAP-Ed allowable examples include: Complete Streets, Safe Routes to School, or similar policies) that increase opportunities for physical activity in a qualifying jurisdiction and prioritize improvements in low-income neighborhoods (1-3 policies).
Website for additional information:
<http://www.saferoutesinfo.org/>
4. Establish 1-3 policies and/or plans* that will require greater density of community gardens and/or urban agriculture in qualifying jurisdictions, while prioritizing open vacant lot transformation in qualifying low-income census tracts.
Website for additional information:
<http://www.changelabsolutions.org/publications/seeding-city>

*Note: SNAP-Ed funds may not be used for lobbying.

For additional information on SNAP-Ed allowable activities, please refer to the SNAP-Ed guidance at <https://snaped.fns.usda.gov/snap/Guidance/FinalFY2016SNAP-EdGuidance.pdf>.

1.3.5 Stakeholder Engagement and Mobilization

Stakeholder engagement and mobilization is the process of engaging key stakeholders to identify priorities, resources, needs and solutions in an effort to foster change. The initiatives will utilize stakeholder engagement and mobilization to conduct baseline assessments, develop a localized plan of action for successful PSE implementation, and help ensure PSE strategies are maintained after the end of the contract period.

A. Institutional layer PSE: Committee or Task Force

The initiatives will form (or leverage existing) committees or a task force within an institution in order to help develop, implement, advance, and maintain selected Institutional layer PSE strategies. The committee or task force will conduct baseline assessments,

develop a plan of action, evaluate PSE implementation, and create a plan for PSE sustainability.

B. Environmental layer PSE: Community Coalitions

The initiatives will develop (or leverage existing) community coalitions using DPH-approved community engagement strategies, including Youth Participatory Action Research (YPAR) if engaging youth, or Community-Based Participatory Research (CBPR) if engaging adults, to help develop, implement, advance, and maintain selected Environmental layer PSE strategies. The coalition will conduct baseline assessments, develop a plan of action, evaluate PSE implementation, and create a plan for PSE sustainability.

Selected Proposers will receive extensive training on DPH-approved community engagement strategies such as YPAR and CBPR.

1. Youth Participatory Action Research (YPAR): YPAR is a framework that engages youth in critical thinking, information gathering, service learning, analysis, and logical problem solving while building networks and strengthening youth voice to address issues related to obesity and chronic disease. YPAR leads to authentic and meaningful partnerships between youth researchers and an adult ally and successfully engages stakeholders, community leaders, and policy makers to include youth in the identification of strategies to improve the health and well-being of their communities. <https://www.cdph.ca.gov/programs/cpns/Pages/YouthEngagement.aspx>
2. Community-Based Participatory Research (CBPR): CBPR is a collaborative approach to research that equitably involves all partners in the research process and recognizes the unique strengths that each partner brings. CBPR begins with a research topic of importance to the community and has the aim of combining knowledge with action to achieve social change. The intent in CBPR is to enable community members to work side by side with researchers in order to define the questions and methods, implement the research, disseminate the findings, and apply them. <https://ccph.memberclicks.net/cbpr-curriculum-unit-1>

1.3.6 Partnerships

Strategic partnerships are a key to success in the implementation of the Champions Initiative in order to effectively coordinate interventions across multiple layers of the SEM. The Champions Initiative will identify and engage with partners that will help ensure successful implementation of nutrition education and physical activity promotion, as well as selected PSE strategies.

It is the responsibility of each Proposer to determine whether partners are needed in order to complete the Scope of Work and selected PSE strategies.

Partners may be identified and included in the proposal at the time of submission; they may also be added at a later date. Partners could include coalitions, non-profit organizations, school districts, HeadStart and/or state pre-schools, law enforcement, local businesses, transportation officials, media representatives, etc. For example, if a community based organization desires to work on behavioral economics strategies in a school setting, the community based organization could identify a school district partner that would provide access to teachers, students, and classrooms for the provision of nutrition education and physical activity promotion activities. The school district partner would also provide access to food services staff, cafeterias, and other designated eating areas in order to achieve objectives related to the Smarter Lunchroom Movement.

However, if the Proposer determines that no partnerships will be required in order to complete the Scope of Work and selected PSE strategies, the Proposer must justify its decision in its response and explain why the proposed initiative does not require support from outside organizations.

1.3.7 Evaluation

Evaluation is crucial for continuous program improvement. The Champions Initiative will utilize DPH-approved data collection methods that will monitor and evaluate nutrition-education, physical activity promotion, community mobilization, and PSE implementation.

1.3.8 Sustainability

Sustainability of the PSE strategies is critical to achieving behavioral outcomes among the target population, including increased access to and consumption of healthy foods, reduced consumption of less healthy foods and beverages, and increased levels of physical activity. The initiatives will

devise and implement a plan to ensure that PSE efforts will continue at the conclusion of the contract.

1.4 Terms and Definitions

The following terms are used throughout this RFP and shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. Allowable Census Tract: A metropolitan or non-metropolitan area in which 50 percent or more of its population is at or below 185% of the Federal Poverty Level (FPL).
2. Board of Supervisors: The governing body of the County of Los Angeles, serving as both the executive and legislative head of the County.
3. CalFresh – The name given to the Supplemental Nutrition Assistance Program in the state of California.
4. Community Based Participatory Research (CBPR): A methodology that equitably involves community members and organizational representatives in identifying issues within the community, collecting and analyzing data, and determining solutions in which all those involved contribute expertise and share decision making and ownership.
5. Dietary Guidelines for Americans: A nutrition science document updated every five years by the Department of Agriculture (USDA) and the Department of Health and Human Services (HHS). The Guidelines provide authoritative advice about making healthy food choices, and being physically active to attain and maintain a healthy weight, reduce risk of chronic disease, and promote overall health.
6. Direct Education: A structured nutrition education experience, provided as a one-time event or series of classes, that lasts a minimum of 30 minutes. Approved curricula must be evidence based, and selected from the following link:
<https://www.cdph.ca.gov/programs/NEOPB/Documents/NEOPB-ApprovedCurriculaListFFY16-2015-07-16.pdf>. Associated activities include cooking demonstrations and taste testing, grocery store and farmers' market tours, and physical activity classes.
7. Director: The County's Director of DPH, or his/her duly authorized designee.
8. Electronic Benefit Transfer (EBT): Electronic system that allows state welfare departments to issue Supplemental Nutrition Assistance Program (SNAP)

benefits, known in California as CalFresh, via a magnetically encoded payment card.

9. Evaluation: A systematic assessment, using a variety of qualitative and quantitative methods, to answer questions about a specific policy, program, or project.
10. Farm to Fork: An effort to streamline the availability and affordability of locally-grown produce to County residents.
11. Farm to Institution: An effort to streamline the availability and affordability of locally-grown produce to County residents in various settings, such as pre-school, school districts, places of worship, etc.
12. Federal Poverty Level (FPL): The threshold for annual income at which an individual or family is considered to be living in poverty.
13. Indirect Education: A structured nutrition education experience provided as a one-time event or series of classes that lasts less than 30 minutes; exposure to social media or a mass media campaign.
14. Market Match: Farm to Fork incentive program where shoppers use their CalFresh EBT or Women, Infants, and Children program (WIC) vouchers/EBT at Farmers' Markets and get their benefits matched on purchases of fresh, locally-grown fruits and vegetables.
15. Policy, Systems, and Environmental Change (PSE): Modifying the environment to make healthy choices practical and available to individuals within a community. Changes may include: passing laws, ordinances, or resolutions; changing rules within an organization; or changes made to the physical environment.

Policy: A written statement of an organizational position, decision, or course of action. Ideally policies describe actions, resources, implementation, evaluation, and enforcement. Policies are made in the public, non-profit, and business sectors. Policies will help to guide behavioral changes for audiences served through SNAP-Ed programming.

Systems: Systems changes are unwritten, ongoing, organizational decisions or changes that result in new activities reaching large proportions of people the organization serves. Systems changes alter how the organization or network of organizations conducts business. An organization may adopt a new intervention, reallocate other resources, or in significant ways modify its direction to benefit low-

income consumers in qualifying sites and communities. Systems changes may precede or follow a written policy.

Environmental: Includes the built or physical environments which are visible/observable, but may include economic, social, normative or message environments. Modifications in settings where food is sold, served, or distributed may promote healthy food choices. Signage that promotes the use of stairwells or walking trails may increase awareness and use of these amenities. Social changes may include shaping attitudes among teachers or service providers about time allotted for physical activity breaks. Economic changes may include financial disincentives or incentives to encourage a desired behavior, such as purchasing more fruits and vegetables.

16. Service Planning Area (SPA): Administrative boundaries within Los Angeles County that enable DPH to develop and provide more relevant public health and clinical services targeted to the specific health needs of the residents in these geographic areas.
17. Social Ecological Model (SEM): A model used to describe how individual, institutional, and environmental factors combine to influence an individual's health behaviors.
18. Supervisory District: Los Angeles County is divided into five Supervisory districts. The governmental powers of the County of Los Angeles are exercised through a Board of Supervisors. Provisions of the Los Angeles County Charter call for a five-member Board of Supervisors, each of whom represents one of five districts in the County.
19. Supplemental Nutrition Assistance Program (SNAP): As of October 1, 2008, SNAP became the new name for the Federal Food Stamp Program to reflect changes to the program including a focus on nutrition. The program issues monthly electronic benefits that needy families can use to buy most foods, providing them a means to meet their nutritional needs.
20. Supplemental Nutrition Assistance Program Education (SNAP-Ed): A federal/state partnership that provides nutrition education for individuals who are enrolled in or are eligible to enroll in SNAP.
21. SNAP-eligible: persons eligible for SNAP because their income does not exceed 185 percent of the FPL.
22. Youth Participatory Action Research (YPAR): A methodology for increasing youth involvement and leadership in identifying issues within the community, collecting and analyzing data, determining solutions, and engaging community members and key decision makers to implement solutions.

-
23. United States Department of Agriculture (USDA): The department in the federal government that serves as administrator of SNAP.

1.5 Funding

1.5.1 Availability of Funds

Funding for the Champions Initiative is made possible by the United States Department of Agriculture's (USDA) Supplemental Nutrition Assistance Program Education (SNAP-Ed) program, and is administered through the California Department of Public Health (CDPH) to local health departments.

The County is anticipating funding approximately 20 contracts in an estimated amount of \$300,000 each for the first year, with an option to extend the term for two additional years at the same level of funding. Funding for Years 2 and 3 is contingent upon availability of USDA/CDPH funds.

The County 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.

1.5.2 Funding Limitations

Federal SNAP-Ed Guidance includes complex restrictions. The following limitations and exclusions apply to all proposed initiatives:

1. Capital/Infrastructure Improvements
2. Lobbying
3. Cash value of financial incentives

4. NOTE: In addition, proposers need to adhere to the funding limitations identified in the SNAP-Ed Guidance at:
<https://snaped.fns.usda.gov/snap/Guidance/FinalFY2016SNAP-EdGuidance.pdf>

2.0 CONTRACT FOR CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE

2.1 Sample Contract: County Terms and Conditions

Contractor shall be expected to implement the Sample Contract as contained in Appendix B, of this RFP.

2.1.1 Anticipated Contract Term

The Contract term shall be effective following approval by the Board of Supervisors and shall continue through September 30, 2017, unless sooner terminated or extended, in whole or in part, as specified in Appendix B, Sample Contract. The County shall have the sole option to extend the term for up to two (2) additional one (1) year terms. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

The option for Contract renewal will be evaluated every year based on performance, continued availability of funds and approval by DPH and the Board of Supervisors.

2.1.2 Contract Rates (Intentionally Omitted)

2.1.3 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 days and hours of operation and notify DPH of all observed holidays (i.e., office closure dates).

2.1.4 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in the - Appendix B, Sample Contract, Paragraph 11 – INDEMNIFICATION. 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 B, Sample Contract, Paragraphs 12 – GENERAL PROVISION FOR ALL INSURANCE COVERAGES and 13 – INSURANCE COVERAGE REQUIREMENTS.

2.1.5 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 and Williams. For additional information, Proposers may call Merriwether and Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

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

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

3.0 PROPOSER'S MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Scope of Work, of this RFP are invited to submit a proposal, **provided they meet the following requirements:**

1. Proposer must complete and submit the Mandatory Intent to Apply Form (Appendix S) by the deadline specified in Section 7.2 – RFP Timetable.
2. Proposer must be one of the following:
 - a) California, non-profit organization with 501(c)(3) status that has been in business for a minimum of two years; or
 - b) Non-profit without 501(c)(3) status that has been in business for a minimum of two years and applying through a credible fiscal sponsor; or
 - c) HeadStart and/or state pre-school(s); or
 - d) School District; or
 - e) Faith-based organization
3. Proposer must have a business office within the geographical boundaries of Los Angeles County.
4. Proposer must have a minimum of two (2) years of experience within the last ten (10) years working on:
 - a) nutrition education; or
 - b) physical activity promotion; or
 - c) policy, systems, and environmental changes to improve public health.
5. Proposer must submit a Certification of Non-Acceptance of Tobacco Funds (Appendix R) certifying to the best of their ability that it does not accept funds from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company for the direct sale and/or marketing of tobacco products.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

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

4.1 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 contract, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.2 County Option to Reject Proposals

Proposers are hereby advised that this RFP is an informal solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel the RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.3 County's Right to Amend Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the Los Angeles County Website at <http://camisvr.co.la.ca.us/lacobids/>, and <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 being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.4 Background and Security Investigations

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

4.5 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 Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

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

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

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

- 5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.
- 5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

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

Jose C. Garcia
Division of Chronic Disease and Injury Prevention
County of Los Angeles - Department of Public Health
Email address: jsgarcia@ph.lacounty.gov

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

5.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. 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://camisvr.co.la.ca.us/webven/>

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 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.

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

5.4.3 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 Section 7.3 in the Proposal Submission Requirements Section)

- Review of a Disqualified Proposal (Reference Section 8.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Section 8.8 in the Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. 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.

5.6 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in paragraph 9 and the Independent Contractor Status provision contained in paragraph 47 in Appendix B, Sample Contract.

5.7 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse 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.

5.8 Determination of Proposer Responsibility

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

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the

fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- 5.8.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 5.8.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9 Proposer Debarment

- 5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a

contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.5 If a Proposer has been debarred for a period longer than five (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.

- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (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.
- 5.9.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 5.9.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to County's Child Support Compliance Program

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

5.11 Gratuities

- 5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Proposer Notification to County

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

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

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

Certification, as set forth in Appendix D - Required Forms Exhibit 7, as part of their proposal.

5.13 Lobbying Restrictions

As recipients of federal funding and under the provisions of Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

5.14 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.

5.15 Consideration of GAIN/GROW Participants for Employment

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

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants", form, as set forth in Appendix D - Required Forms, Exhibit 10, along with their proposal.

5.16 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix B, Sample Contract, paragraph 62.

5.17 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.

5.18 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 B, paragraph 31, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

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

5.18.1 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.

5.18.2 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 contract 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 contract.

5.18.3 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 contract, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.19 Living Wage Program (Intentionally Omitted)

5.20 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 Appendix D - Required Forms - Exhibit 1 - Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall

have a continuing obligation to notify County of changes to the information contained in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) during the pendency of this RFP by providing a revised Exhibit 1 (Proposer's Organization Questionnaire Exhibit 1) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.21 Proposer's Charitable Contributions Compliance

5.21.1 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.

5.21.2 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 21 as set forth in Appendix D - Required Forms. A completed Exhibit 21 is a required part of any contract with the County.

5.21.3 In Exhibit 21, 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 contract,

- 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.

5.21.4 Prospective County contractors that do not complete Exhibit 21 as part of the solicitation process may, in the County's sole discretion,

be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

5.22 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Property Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix B, paragraph 78 and 79, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Property Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Property Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Property Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 23 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

5.23 Time Off for Voting

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

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 County Policy on Doing Business with Small Business

- 6.1.1 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.
- 6.1.2 The Local Small Business Enterprise Preference Program requires the Proposer to complete a certification process. This program and how to obtain certification are further explained in paragraph 6.2 of this solicitation.
- 6.1.3 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 Section 5.18 - Jury Service Program and Section 5.19 - Living Wage Program of this solicitation.
- 6.1.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise Preference Program

Note: Cost is not a determining factor in this solicitation process; as such no preference will be applied. However, Local Small Business Enterprise (LSBE) Proposer is encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program further identified in RFP Paragraph 6.3 Local Small Business Enterprise (SBE) Prompt Payment Program.

Businesses must complete 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 the Local SBE Preference.

6.3 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 calendar days after receipt of an undisputed invoice.

**6.4 Disabled Veteran Business Enterprise Preference Program (DVBE)
(Intentionally Omitted)**

6.5 Transitional Job Opportunities Preference Program (Intentionally Omitted)

7.0 PROPOSAL SUBMISSION REQUIREMENTS

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

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

7.2 RFP Timetable

The timetable for this RFP is as follows:

Release of RFP	March 14, 2016
Request for a Solicitation Requirements Review Due	March 28, 2016 (4:00 P.M. PT)*
Proposer's Written Questions Due	March 25, 2016 (4:00 P.M. PT)*
Release of Answers to Proposers' Written Questions	April 11, 2016
Mandatory Intent to Apply	April 15, 2016 (4:00 P.M. PT)*
Proposals Due	April 22, 2016 (4:00 P.M. PT)*

**Times listed in Pacific Time (PT).*

7.3. Solicitation Requirements Review

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

7.4 Proposers' Questions

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

When submitting questions, please specify the RFP Section number, Sub-section number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. 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. Answers to Proposer's questions will be released on the date specified in Section 7.2 – RFP Timetable.

Questions should be addressed to:

Jose C. Garcia
Division of Chronic Disease and Injury Prevention
County of Los Angeles - Department of Public Health
Email address: jsgarcia@ph.lacounty.gov

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

7.6 Proposers Conference (Intentionally Omitted)

7.7 Mandatory Intent to Apply

7.7.1 Interested and qualified Proposers must submit a Mandatory Intent to Apply Form (Appendix S).

7.7.2 The Mandatory Intent to Apply Form **must** be submitted via **e-mail only** to the individual identified below and must be received by the date and time specified in Section 7.2 – RFP Timetable. 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.

7.7.3 The Mandatory Intent to Apply Form must include all of the following information:

- a) The name of the agency submitting a proposal;
- b) The MANDATORY selected Institutional **and** Environmental PSE and the anticipated location where the work will be conducted (Qualifying Census tract, etc.);*
- c) The name, title, email address, and telephone number (including area code) of the Proposer's contact person for the RFP; and
- d) The name, title, email address, FAX number, telephone number (including area code), mailing address, signature of the individual authorized to legally bind the agency, such as the Chief Executive Officer, and the date of signature.

* May be revised prior to submission of proposal

7.7.4 Submission of the Mandatory Intent to Apply Form: The Mandatory Intent to Apply Form is to be submitted by e-mail transmission (PDF format only) to:

Jose C. Garcia
Division of Chronic Disease and Injury Prevention
Email address: jsgarcia@ph.lacounty.gov

Proposer shall be responsible for verifying that the Mandatory Intent to Apply Form is received. The Proposer assumes all associated risk of non-receipt of its Mandatory Intent to Apply Form. Under no circumstances will a proposal be accepted from a Proposer who did not submit a Mandatory Intent to Apply Form as specified in this section.

7.8 Preparation of the Proposal

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

Proposers are required to submit a full proposal by the deadline identified in RFP, Section 7.2, RFP Timetable, to the person and address identified in RFP, Section 7.12, Proposal Submission. **DPH may reject any proposal that fails to adhere to the required format.** All proposals submitted to DPH must be written in English. They are to be organized and assembled into one volume in the format and order described below.

1. Submit one (1) original proposal package, **unbound**, SINGLE-SIDED, including all required attachments and forms with original signatures. **Do not staple or professionally bind the original proposal.** Use a rubber band or binder clip to keep the pages of the original proposal together.
2. Submit six (6) DOUBLE-SIDED **professionally bound** copies of the original proposal package (including copies of all required forms and attachments).
3. All material must be typewritten, 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, and 1" margins. Header and footer margins shall be no less than 0.3".
4. Number each page sequentially including attachments, and provide a complete Table of Contents for the proposal and its attachments. Label each section clearly.
5. The entire narrative (Sections A, B, C, E, and F) must not exceed thirty-one (31) pages. Page limits exclude table of contents, budget, budget justification, sample monitoring forms associated with Quality Control Plan and required forms. **Any responses beyond the allotted page limits will not be read or scored.**
6. Other than the attachments specified in this RFP, no other exhibits or

attachments should be submitted with the Proposal.

7.9 Business Proposal Format

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

1. Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies (Appendix D, Exhibit 1)
2. Table of Contents
3. Executive Summary (Section A)
4. Proposer's Qualifications (Section B)
5. Proposer's Approach to Provide Required Services (Section C)
6. Proposed Budget and Budget Justification (Section D)
7. Proposer's Quality Control Plan (Section E)
8. Proposer's Green Initiatives (Section F)
9. Terms and Conditions in Sample Contract, and Requirements of the SOW: Acceptance of / or Exceptions to (Section G)
10. Proposal Required Forms (Section H)

7.9.2 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. **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.

7.9.3 Table of Contents

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

7.9.4 Executive Summary (Section A) (1 page maximum)

The Executive Summary shall condense and highlight contents of the proposal to provide DPH and the evaluation committee with a broad understanding of the proposer’s mission, relevant experience, understanding of the Champions Initiative; and showcase the organization’s approach to the work. Proposers are advised that this section will not be scored.

7.9.5 Proposer’s Qualifications (Section B)

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

**A. Proposer’s Background and Experience (Section B-1)
(1 page maximum)**

Provide a summary of relevant background information to demonstrate that the Proposer meets the Minimum Mandatory Requirements stated in Section 3.0 of this RFP and has the capability to perform the required services. Information in response to the Proposer’s ability in meeting each of the Minimum Mandatory Requirements must support Proposer’s response provided in its completed Appendix D, Required Forms, Exhibit 1: Proposer’s Organization Questionnaire/ Affidavit.

B. Proposer’s References (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 of Appendix D.

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

- i. Prospective Contractor References, Appendix D, Required Forms, Exhibit 2: Proposer must provide five (5) references where the same or similar scope of services was provided. References must be a contractual relationship, in which the Proposer received grant funding for services.
- ii. Prospective Contractor List of Contracts, Appendix D, Required Forms, Exhibit 3: The listing must include all Public Entities contracts in Los Angeles County for the last five (5) years. Use additional sheets if necessary.

- iii. Prospective Contractor List of Terminated Contracts, Appendix D, Required Forms, Exhibit 4: Listing must include contracts terminated prior to their expiration, within the past three (3) years, and must include a reason for termination.

C. Proposer’s Pending Litigation and Judgments (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 a Proposer has no Pending Litigation and/or Judgments, provide a statement indicating so.

D. Financial Capability (Section B-4)

Provide copies of the organization’s most current **and** prior two (2) fiscal years (for example 2012 and 2013) financial statements. **NOTE: A total of three (3) financial statements must be submitted.** 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.

7.9.6 Proposer's Approach to Provide Required Services (Section C)

This section must clearly demonstrate the Proposer's ability to achieve the Goals and Objectives identified in Section 1.3. **This section must not exceed a total of 28 pages.** Any additional pages beyond the page limits will not be reviewed and will not be scored. Do not include video, exhibits, promotional literature or other non-required attachments. Proposers are required to respond to all sections of the RFP and all parts of every question.

Section C-1: Organizational Description and Experience (2 pages maximum)

1. Describe the Proposer's organization including history, mission, vision, and core values.
2. Provide an overview of services and programs offered, including target audience and number served.
3. Describe the Proposer's experience in implementing obesity prevention strategies in low-income communities including, but not limited to: nutrition education; physical activity promotion; and/or policy, systems, and environmental changes. Include the

number of years of experience and relevant evaluation results and/or outcomes.

Section C-2: Proposed Program

A. Administrative Requirements (2 pages maximum)

1. Describe the Proposer's plan to form an integrated team to fulfill the administrative and programmatic deliverables described in the Sample Scopes of Work (Appendices A-1, A-2, and A-3), including how the Proposer will fill or hire:
 - a. One (1) full-time Project Coordinator, that holds a Master's Degree in Public Health (or equivalent, e.g. Master in Public Policy, Master in Public Administration, Masters of Science in Nutrition); with experience in implementing public health projects in underserved communities; and
 - b. One (1) full-time health educator with experience working in underserved communities.
 - c. Additional staffing with language-specific and cultural competencies, and additional skills including those related to health promotion, nutrition expertise, community engagement, policy work, and administration.

If the proposer plans to fill these positions with current staff, include a one-page resume for each personnel that will be assigned to the Champions Initiative (pages do not count towards the 28 page limit for this section). Resumes should highlight experience including, but not limited to: education, experience, past projects, research, and publications.

2. Describe any financial or administrative challenges that may make it difficult to hire staff within 30 days of contract execution, and how the Proposer will overcome those challenges. If no challenges are identified describe how the use of existing internal staff will be leveraged until new staff can be hired.

B. Eligible Sites and Target Audience (2 pages maximum)

1. Describe the target audience; include obesity incidence and/or prevalence, related health indicators, results of previous needs assessments, and/or any other relevant data to demonstrate need for obesity prevention interventions.
2. Utilizing one of the three methodologies identified below, list the eligible sites where the proposed initiatives will take place **AND** provide a justification for choosing these locations, explaining the demonstrated need for nutrition and physical activity efforts and supporting policy, systems, and environmental **changes**.
 - a. **Census Tracts - Proposer will qualify sites through census tract numbers, percentage of SNAP-Ed eligible individuals, and total number of SNAP-Ed individuals in the census tract(s).**
 - i. Visit <http://egis1.lacounty.gov/districtlocator/> and enter the addresses of proposed sites to determine the census tract number(s).
 - ii. Locate the census tract numbers in Appendix P, which lists all eligible census tracts and the percentage of SNAP-Ed eligible population.
 - iii. Determine whether the proposed site(s) are eligible for SNAP-Ed Services. [Note: To be eligible at least 50% of the population in the census tract(s) must have household income at or below 185% of the Federal Poverty Level.
 - b. **SCHOOL SITES ONLY: Free and Reduced Priced Meal (FRPM) Program Data.** Schools where at least 50 percent of children receive free and reduced priced meals. All school sites qualified by FRPM or Child and Adult Care Food Program (CACFP) data must have a total Free and Reduced/CACFP percentage of at least 50 percent.
 - i. Proposer will provide school name(s) and Percentage of students who qualify for free and reduced priced meals. Visit <http://www.cdph.ca.gov/programs/cpns/Documents/FRPM%20Data%2001%2028%2016.pdf> to identify percentage of students who participate in FRPM by school.

- ii. If the Proposer cannot qualify a school site using the FRPM database and believes that more current FRPM data from the school site would qualify the school, you may contact the Food Service Director of the site to obtain the most current FRPM data. If the more recent food service data qualifies the school site, the backup documentation from the food service director (email, letter) verifying the more recent data must be kept on file by the applicant and made available upon request.
 - iii. If you cannot qualify a school by FRPM or CACFP data, using the Census Tract Data methodology (as noted above) is allowable.
- c. **Means-tested low-income assistance program (proxy sites).** Means-Tested settings are qualified based upon the population they serve and not their physical location. They offer a high likelihood of reaching individuals eligible for SNAP-Ed. No additional income targeting data are needed for these delivery sites unless otherwise noted.
- i. Proposer will provide the name of the location that is considered a means-tested low-income assistance program.
 - ii. The following types of programs qualify as means-tested low-income assistance programs: CalFresh Offices, Food Banks, Low Income Home Energy Assistance Program (LiHEAP), Soup Kitchens, California Food Assistance Program (CFAP), Food Pantries, MediCal, Supplemental Security Income (SSI), Commodity Foods Distribution on Indian Reservation (FDPIR), HeadStart, Public Housing, TANF (CalWORKS), Comprehensive Perinatal Service Program (CPSP), In Home Supportive Services (IHSS), Section 8 Public Housing Vouchers, Weatherization Program, Family Resource Center, Job Corps, Shelters/Temporary Housing, and the Supplemental Food Program for Women, Infants, and Children (WIC).

C. Individual Layer of the SEM: Nutrition Education and Physical Activity Promotion (3 pages maximum)

1. Identify and provide an overview of the selected service delivery model(s) the Proposer will use to deliver nutrition education and physical activity promotion to the target audience at proposed eligible site(s).
2. Describe how the Proposer plans to utilize internal resources and/or leverage external resources/partnerships to deliver nutrition education and physical activity promotion.
3. Provide an estimate of the number of individuals that will receive nutrition education and physical activity promotion, as well as a justification for the estimate. Include the methodology used to calculate the estimate.

D. Institutional Layer: Policy, Systems, and Environmental Change Strategy Selection and Implementation (8 pages maximum)

1. Identify the PSE strategy(ies) selected from Table 1: Menu of Evidence-Based PSE Strategies: Institutional layer.
2. Provide a detailed description of each Institutional layer PSE strategy selected for the proposed initiative, including the following:
 - a. Describe how each Institutional layer PSE strategy will support the needs of the target audience;
 - b. Describe the level of institutional readiness/political will related to the adoption and implementation of the selected Institutional layer PSE(s);
 - c. Describe how the Proposer will form a (or leverage an existing) committee or task force in order to successfully implement each selected Institutional layer PSE strategy. The description should include specific activities to recruit relevant stakeholders and decision makers, and how the energy and focus will be sustained over time to help advance each selected Institutional layer PSE strategy;
 - d. Describe any external partners that will be required in order to successfully implement each selected Institutional layer PSE strategy. If no partnerships will be required in order to successfully implement a

selected Institutional layer PSE strategy, provide an explanation as to why;

- e. Describe how the Proposer's selected Institutional layer PSE strategies are combined and coordinated with the selected Environmental and Individual layer approaches to create synergy and drive PSE adoption;
- f. Provide an estimate of the number of individuals that will be reached by each selected Institutional layer PSE strategy. Describe the methodology used to calculate the estimate.

E. Environmental Layer: Policy, Systems, and Environmental Change Strategy Selection and Implementation (8 pages maximum)

- 1. Identify the PSE strategy(ies) selected from Table 1: Menu of Evidence-Based PSE Strategies: Environmental layer.
- 2. Provide a detailed description of each Environmental layer PSE strategy selected for the proposed initiative, including the following:
 - a. Describe how each Environmental layer PSE strategy will support the needs of the target audience;
 - b. Describe the level of community readiness/political will related to the adoption and implementation of the selected Environmental layer PSE;
 - c. Describe how the Proposer will form a (or leverage an existing) community coalition in order to successfully implement each selected Environmental layer PSE strategy. The description should include specific activities to recruit relevant stakeholders and decision makers, and how the energy and focus will be sustained over time to help advance each selected Environmental layer PSE strategy;
 - d. Describe any external partners that will be required in order to successfully implement each selected Environmental layer PSE strategy. If no partnerships will be required in order to successfully implement a selected Environmental layer PSE strategy, provide an explanation as to why;

- e. Describe how the Proposer’s selected Environmental layer PSE strategies are combined and coordinated with the selected Institutional and Individual layer approaches to create synergy and drive PSE adoption;
- f. Provide an estimate of the number of individuals that will be reached by each selected Environmental layer PSE strategy. Describe the methodology used to calculate the estimate.

F. Evaluation (1 page maximum)

- 1. Describe the Proposer’s experience collecting data and conducting process and/or impact evaluation of program activities. Include the type of data collected, evaluation activities performed, whether they were undertaken independently or in conjunction with a funding agency, and any relevant results and how they will be used to inform the activities under this Initiative.

G. Sustainability (2 page maximum)

- 1. Describe other local, State, or federal funding sources the Proposer’s organization receives. Describe how this funding may be used to complement the efforts of this project. If no other funding sources are currently available, describe plans to seek additional funding sources in the future. (Note: identification of grant opportunities is not an allowable expense under SNAP-Ed funding and therefore must be done on time outside of SNAP-Ed.)
- 2. Describe the Proposer’s plan to ensure PSE sustainability, including seeking additional future funding for maintenance and expansion upon partnerships developed under this project.
- 3. Describe how the proposer will ensure PSE monitoring and enforcement, post-implementation.

7.9.7 Proposed Budget and Budget Justification for three (3) years (Section D)

Utilizing the Budget and Budget Justification Instructions (Appendix C), Proposer must submit three (3) budgets and three (3)

corresponding budget justifications reflective of three (3) twelve-month terms **not to exceed \$300,000 per term.**

Utilizing the Line-Item Budget Templates (Appendix C, Attachments I, II, and III), Proposer must provide a detailed line-item budget and budget justification that includes the following line-items:

- A. Full-Time and Part-Time Salaries (Proposers are advised that salaries and employee benefits provided on the budget should **only** include staff who will be providing services under any resultant Contract);
- B. Employee Benefits;
- C. Operating Expenses;
- D. Mileage and Travel;
- E. Equipment;
- F. Other Costs; and
- G. Indirect Costs.

The Proposer must refer to Appendix C, Attachment IV for budget/line item categories and programmatic recommendations.

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

The budget and budget justification **must**:

1. Be submitted utilizing the format provided and include accurate calculations (refer to Appendix C, Budget and Budget Justification Instructions);
2. Budget Justification must be clear and in line with the line-item budget;
3. Include one (1) full-time project coordinator that holds a Master's Degree in Public Health or equivalent, (e.g. Master in Public Policy, Master in Public Administration, Master of Science in Nutrition); **and** one (1) full-time health educator. *Note: Any additional staff listed in the budget must possess language-specific and cultural competencies, and additional skills including those related to health promotion, nutrition expertise, community engagement, policy work, and administration;*
4. Be feasible and cost-effective for the required quantity and quality of activities in Appendices A-1, A-2, and A-3 , Sample Scopes of Work, including staffing patterns, salary amounts

and budgeted amounts consistent with the amount of work, type of activities to be performed and appropriate in terms of the scope of the project; and

5. Follow the Programmatic Budget Recommendations **and** Supplemental Nutrition Assistance Program Education Guidance on **allowable and unallowable** costs (<https://snaped.fns.usda.gov/snap/Guidance/FinalFY2016SNAP-EdGuidance.pdf>).

PROPOSERS SELECTED FOR FUNDING MAY BE REQUIRED TO MODIFY PROPOSED BUDGET, BUDGET JUSTIFICATION, AND/OR SOW.

7.9.8 Proposer’s Quality Control Plan (Section E) (½ page maximum)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendices A-1, A-2, and A-3, Sample Scopes of Work and Appendix B, Sample Contract.

The following factors should be included in the plan:

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

7.9.9 Proposer’s Green Initiatives (Section F) (½ page maximum)

The selected contractor shall use reasonable efforts to initiate green practices for environmental and energy conservation practices. Describe your company’s current environmental policies and practices and those proposed to be implemented.

7.9.10 Terms and Conditions in Sample Contract, and Sample Scopes of Work (Section G)

- A. It is the duty of every Proposer to thoroughly review the Sample Contract (Appendix B) and Sample Scopes of Work (Appendices A-1, A-2, and A-3) 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. Complete required form Exhibit 25, of Appendix D, offering the Proposer's acceptance of **all** terms and conditions listed in Appendix B, Sample Contract and Appendices A-1, A-2, and A3, Sample Scopes of Work.

OR

2. A statement offering the Proposer's exceptions to terms and conditions listed in Appendix B, Sample Contract or Appendices A-1, A-2, and A-3, Sample Scopes of Work. For each exception, the Proposer shall provide:
 - A 'red-lined' version of the language in question, for all exceptions to the Sample Contract and/or the Sample Scopes of Work. **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;**
 - An explanation of the reason(s) for the exception; and
 - The proposed alternative language.
- C. 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.
- D. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.9.11 Proposal Required Forms (Section H)

Proposal shall include all completed, signed, and dated forms identified in Appendix D – Required Forms.

- Exhibit 1 Proposer’s Organization Questionnaire/Affidavit. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in a Contract. (Included in submission prior to Table of Contents)
- Exhibit 2 Prospective Contractor References (Included in Section B of submission)
- Exhibit 3 Prospective Contractor List of Contracts (Included in Section B of submission)
- Exhibit 4 Prospective Contractor List of Terminated Contracts (Included in Section B of submission)
- Exhibit 5 Prospective Contractor Pending Litigation and Judgments (Included in Section B of submission)
- 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 Form
- Exhibit 9 Proposer’s EEO Certification
- Exhibit 10 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 11 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 12 – 15 Cost Forms (Intentionally Omitted)
- Exhibits 16 – 20 Living Wage Forms (Intentionally Omitted)

Exhibit 21 Charitable Contributions Certification

Exhibit 22 Transitional Job Opportunities Preference Application (Intentionally Omitted)

Exhibit 23 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 24 Request for Disabled Veteran Business Enterprise Preference Program Consideration (Intentionally Omitted)

Exhibit 25 Acceptance of Terms and Conditions Affirmation

7.10 Cost Proposal Format (Intentionally Omitted)

7.11 Firm Offer/Withdrawal of Proposal

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

7.12 Proposal Submission

The original Proposal and six (6) 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 CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE RFP 2016-003"

The proposals and the required number of copies must be hand-delivered or sent by a delivery service only (excluding U.S. Postal Service) and received by the deadline specified in Section 7.2, RFP Timetable, to:

County of Los Angeles - Department of Public Health
Division of Chronic Disease and Injury Prevention
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

Attention: Jose C. Garcia

Timely hand-delivered proposals are acceptable. No FAX or e-mail copies will be accepted. It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission

deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity. Late proposals received on the due date, but after the scheduled closing time for receipt of proposals, as listed in Section 7.2, RFP Timetable, will not be evaluated but will be time stamped and set aside unopened. At the Interim Director's sole discretion, these late proposals may be considered, in the order received, if a determination is made that there is a specific unmet need. Late proposals received after the due date will be time-stamped and returned unopened.

All proposals 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.

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on April 22, 2016.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select prospective Contractors. All proposals will be evaluated based on the criteria listed below. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

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

Stage 1: Adherence to Minimum Mandatory Requirements (Pass/Fail)

Stage 2: Proposal Evaluation

Stage 3: Final Review and Selection

Refer to Section 8.2, and 8.4 for a more detailed description of this process.

In order to bring the appropriate level of proficiency to the selection process, the Evaluation Committee may utilize the services of appropriate experts, including but not limited to outside experts (e.g., consultants), to assist in any stage of the evaluation process, including assisting in the evaluation of whether a proposal is realistic and practical.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) 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, another Proposal is qualified, cost-effective, responsive, responsible and/or in the best interests of the County.

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

8.2 Stage 1: Adherence to Minimum Requirements (Pass/Fail)

Adherence to the minimum mandatory requirements will consist of a review of Proposer's background and experience pursuant to Section 7.9.5 of this solicitation, Sub-section A, Proposer's Background and Experience (Section B-1), and Proposer's completed Organization Questionnaire/Affidavit - Exhibit 1 of Appendix D, Required Forms, to determine if the Proposer meets all of the Minimum Mandatory Requirements as outlined in Section 3.0 of this RFP. This section of the evaluation is scored on a "Pass" or "Fail" basis. Proposer must "Pass" each of the Minimum Mandatory Requirements outlined in Section 3.0 of this RFP.

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

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

8.3 Disqualification Review

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If the 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.

Proposer can also be disqualified for non-responsibility – See Section 5.8.

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

Proposals that pass Stage 1 will be evaluated as follows:

8.4.1 Proposer's Qualifications (30 points)

1. Proposer's References (30 Points)

Proposer will be evaluated on the verification of references provided on Appendix D, Required Forms, Exhibit 2, Prospective Contractor References. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category.

2. Terminated Contracts

A review of terminated contracts will be conducted which may result in point deductions, based on the information provided on Appendix D, Required Forms, Exhibit 4, Prospective Contractor List of Terminated Contracts. This review may result in a possible point deduction(s).

3. Proposer's Pending Litigation and Judgments

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided on Appendix D, Required Forms, Exhibit 5, Pending Litigation and Judgments. This review may result in a possible point deduction(s).

4. Financial Capability

Subject matter experts will evaluate and make a recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the company’s capability to absorb all costs related to the provision of services for a minimum of sixty days, during any resultant Contract. Financial statements that do not demonstrate financial strength or meet the sixty days requirement may result in point deduction(s).

8.4.2 Proposer’s Approach to Providing Required Services (850 points)

The Proposer will be evaluated on its description of experience and methodology to be used to meet the County’s requirements based on information provided pursuant to Section 7.9.6, Proposer’s Approach to Provide Required Services (Section C). The proposals will be evaluated as follows:

SECTION	Maximum Scores
Section C-1: Organizational Description and Experience	60
Section C-2: Proposed Program	
Administrative Requirements	60
Eligible Site and Target Audience	60
Individual layer of the SEM	140
Institutional layer of the SEM	200
Environmental layer of the SEM	200
Evaluation	40
Sustainability	90
TOTAL:	850

8.4.3 Proposed Budget and Budget Justifications (90 points)

The Budgets and Budget Justifications provided in Business Proposal Section D, Proposed Budget and Budget Justifications

will be evaluated as follows:

- Budget utilizes the budget and budget justifications format
- Budget and Budget justification provide accurate calculations
- Budget justification is clear and in line with line item budget
- Budget includes one (1) full-time project coordinator
- Budget includes one (1) full-time health educator
 - Any additional staff included in budget must possess language-specific and cultural competencies, and additional skills including those related to health promotion, nutrition expertise, community engagement, policy work, and administration
- Budget is feasible and cost-effective for the required quantity and quality of activities in Appendix A, Sample SOW
 - Includes reasonable staffing patterns, salary amounts and amounts consistent with the amount of work, type of activities to be performed and appropriate in terms of the scope of the project.
- Budget follows the Programmatic Budget Recommendations and SNAP-Ed Guidance.

8.4.4 Proposer’s Quality Control Plan (20 points)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are met as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system pursuant to Section 7.9.8, Proposer’s Quality Control Plan, (Section E).

8.4.5 Proposer’s Green Initiatives (10 points)

The Proposal will be evaluated on its current and proposed environmental and energy conservation practices pursuant to Section 7.9.9, Proposer’s Green Initiatives (Section F).

8.4.6 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Sample SOW

Proposer will be evaluated on its willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix B, and the Requirements of the Sample SOW, Appendix A, as stated in Section G of the proposal. 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.

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

8.4.7 Living Wage Compliance (Intentionally Omitted)

8.5 Cost Proposal Evaluation Criteria (Intentionally Omitted)

8.6 Labor Law/Payroll Violations (Intentionally Omitted)

8.7 Stage 3: Final Review and Selection

Stage 3 will consist of calculating Proposal’s final score, based on Proposal’s Stage 2 composite score.

In Stage 3, Proposals that have achieved a score of 500 points, or higher, in Stage 2 will be grouped by SPA and then ranked from highest to lowest score. Based on the estimated distribution below, the highest scoring proposals from each SPA that receive a score of at least 500 points shall be recommended to advance to negotiate an Agreement for submission to the County’s Board of Supervisors. There is no guarantee that any proposal receiving a final score of 500 points or greater will result in selection.

SPA	1	2	3	4	5	6	7	8
Approximate # of contracts	1	3	2	4	1	4	3	2

The County reserves the right to adjust the number of contracts awarded and the amount of money allocated to each SPA. The amount of funding and number of contracts are an estimate and are subject to change.

The County retains the right to select a proposal other than the highest ranking if County determines, in its sole discretion, another Proposal is qualified, cost-effective, responsive, responsible and/or in the best interests of the County; and/or - addresses a critical need within the prioritized service areas.

8.8 Proposed Contractor Selection Review

8.8.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a

Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

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

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

8.8.2 Proposed Contractor Selection Review

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

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
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. The Department materially failed to follow procedures specified in its solicitation document. This includes:

- i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

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

8.9 County Independent Review Process

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

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

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 8.8.2 above.

Upon completion of the County Independent Review, ISD will forward the report to DPH, which will provide a copy to the Proposer.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2016 – September 30, 2017

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	1.2.2 Identify and submit to DPH new qualifying sites as needed where Initiative will take place to ensure they meet SNAP-Ed eligibility requirements. 1.2.3 Use DPH-approved tool to conduct formative assessment/scan of assets, resources, and relevant stakeholders of community where Initiative will take place. 1.2.4 Obtain commitment from leadership of qualifying sites to establish working relationship, support and coordination of nutrition education, physical activity promotion activities and policy, systems, and environmental change projects.	11/16/16 – 9/30/17 Within 45 days of Contract execution Within 45 days of Contract execution	1.2.2 List of approved sites submitted to DPH for review and approval 1.2.3 Assessment tool(s) to be kept on file. 1.2.4 MOUs/LOAs to be kept on file, if applicable.
1.3 Required trainings, meetings, and events	1.3.1 Participate in a minimum of twelve (12) DPH required in-person trainings, and webinars based trainings focused on nutrition education, physical activity promotion techniques, community engagement, media, and PSE implementation. 1.3.2 Participate in a minimum of five (5) DPH required meetings, including All Funded Partners meetings, and DPH-led workgroups to advance Initiative strategies. 1.3.3 Participate in any other trainings, meetings, workgroups, conferences or events as requested by DPH.	10/1/16 - 9/30/17 10/1/16 - 9/30/17 10/1/16 - 9/30/17	1.3.1 Agendas and/or certificates of completion to be kept on file 1.3.2 Agendas and/or certificates of completion to be kept on file 1.3.3 Agendas and/or certificates of completion to be kept on file

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2016 – September 30, 2017

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
1.4 Required contract reporting	1.4.1 Complete and submit all DPH required reports including, but not limited to: a) Monthly programmatic reports b) Monthly fiscal invoices with source documentation	10/1/16 - 9/30/17	1.4.1 Monthly reports and fiscal invoices to be submitted and approved by DPH
Objective 2: Increase knowledge, awareness, and/or self-efficacy related to healthy eating and physical activity by 10% among SNAP-Ed eligible youth/adults to support individual behavior change.			
2.1 Nutrition education and physical activity promotion assessment	2.1.1 Conduct formative research (e.g., focus groups, surveys, etc.) among target population to determine needs and interest in topics related to healthy eating and physical activity, and determine linguistic and culturally specific needs. 2.1.2 Compile results into a summary report to inform program delivery.	12/31/16 1/15/17	2.1.1 Assessment tool(s) to be kept on file. 2.1.2 Submit summary report to DPH
2.2 Nutrition education and physical activity plan	2.2.1 Use DPH template to create a nutrition education and physical activity plan which includes, but is not limited to: a) Service delivery model, b) SNAP-Ed approved curricula, c) Necessary printed materials, resources, and equipment, and d) Description of how education classes are integrated into institutional and environmental layer PSE strategies.	1/15/17	2.2.1 Plan to be submitted and approved by DPH

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2016 – September 30, 2017

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
2.3 Nutrition education and physical activity promotion classes to target audience	2.3.1 Promote classes within institutional settings, as well as within SNAP-Ed eligible settings (e.g. WIC clinics, CalFresh enrollment offices, etc.) on recruitment/promotion for nutrition education and physical activity classes.	10/1/16 - 9/30/17	2.3.1 Flyers and other recruitment efforts to be kept on file.
	2.3.2 Conduct a minimum of 150 nutrition education and physical activity classes at qualifying institutional sites.	9/30/17	2.3.2 Participant Data Cards, Sign in Sheets, Lesson Plans, Photographs
	2.3.3 Enter class participant demographic information, topic of nutrition education/physical activity promotion, number of participants attended, etc. into Activity Tracking Form database	Monthly	2.3.3 Activity Tracking Form completed monthly

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2016 – September 30, 2017

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
2.4 Impact/Outcome evaluation of nutrition education and physical activity classes	2.4.1 Work with DPH to complete IOE plan. Plan components will include, but are not limited to: a) Identification of survey tool(s) to measure changes in knowledge, attitudes, self-efficacy, and behavior change b) Description of nutrition education and physical activity promotion efforts and how selected PSE strategies are integrated c) Description of steps necessary to ensure collection of 100 matched pairs	1/15/17	2.4.1 IOE Plan, survey tools, completed surveys to be kept on file
	2.4.2 Administer pre-tests prior to initiation of nutrition education and/or physical activity promotion	11/30/17	2.4.2 Approved pre-test kept on file
	2.4.3 Administer post-tests following the completion of nutrition education and/or physical activity promotion	6/1/17	2.4.3 Approved post-test kept on file
	2.4.4 Collect all surveys and organize into matched pairs; submit to DPH to create a data file, analyze and share results	6/1/17	2.4.4 Data file submitted to DPH
	2.4.5 Utilize results to improve delivery of SNAP-Ed, and inform development of IOE plan for subsequent year.	9/30/17	2.4.5 IOE plan for subsequent year approved by DPH

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2016 – September 30, 2017

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
Objective 3: Improve access and availability to healthy food and beverages and/or opportunities for physical activity by implementing a minimum of one policy, systems, and environmental change strategy(ies) in SNAP-Ed eligible qualifying <u>institutional settings</u>.			
3.1 Institutional policy, systems, and environmental change (PSE) strategy Activity Plan	3.1.1 Use DPH template to develop a plan for improving nutrition and/or physical activity practices or standards in the qualified settings where nutrition education is provided and program delivery will be conducted. This includes, but is not limited to: a) Proposed institutional PSE strategies b) Selection of approved baseline assessments needed and how they will be conducted (e.g. surveys, photovoice, interviews, etc.) c) Selection of approved program activities that garner support and inform community about PSE changes.	12/31/16	3.1.1 Institutional PSE Activity Plan to be submitted to DPH for review and approval
3.2 Institutional pre and post assessment(s)	3.2.1 Conduct approved baseline assessment(s) for selected PSE strategy.	1/15/17	3.2.1 DPH approved tool(s) to be kept on file
	3.2.2 Conduct a minimum of five (5) key informant interviews with key stakeholders and partners to identify needs and gauge support for the Initiative.	1/15/17	3.2.2 Interview transcripts to be kept on file
	3.2.3 Gather, and analyze data to compile findings into summary report.	1/30/17	3.2.3 Summary report submitted to DPH

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2016 – September 30, 2017

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
3.4 Marketing and promotion efforts	3.4.1 Conduct and/or participate in a minimum of ten (10) events (e.g., school fairs, health events, etc.) to garner support and additional partners for PSE implementation, and promote nutrition education and/or physical activity classes. 3.4.2 Promote PSE key programmatic activities and achievements to stakeholders and target audience - monthly communication channels (e.g., newsletters, email blasts, bulletin boards).	9/30/17 9/30/17	3.4.1 Activities log and summary of participation to be kept on file 3.4.2 Copies of communication to be kept on file.
3.5 Adoption of institutional PSE changes	3.5.1 Work with DPH to utilize the Institutional PSE plan (submitted in activity 3.1.1) and PSE-specific key activity milestone documents to support advancement, implementation, and promotion of Institutional PSE.	9/30/17	3.5.1 Narrative summary of PSE adoption successes and challenges.
3.6 Sustainability Plan for Institutional PSE(s)	3.6.1 Develop a sustainability plan to ensure viability of Initiative beyond the grant period, which includes but is not limited to: a) Expansion of current relationships and partnerships. b) Seeking and securing funding for continued implementation of PSE strategy(ies).	9/30/17	3.6.1 Sustainability Plan submitted to DPH for review/approval

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2016 – September 30, 2017

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
Objective 4: Improve access and availability to healthy food and beverages and/or opportunities for physical activity by implementing a minimum of one policy, systems, and environmental change strategy in SNAP-Ed eligible qualifying <u>environmental settings</u>.			
4.1 Environmental policy, systems, and environmental change (PSE) strategy Activity Plan	4.1.1 Use DPH template to develop a plan for improving nutrition and/or physical activity practices or standards within the environment/community where program delivery will be conducted. This includes, but is not limited to: a) Proposed PSE strategy b) Selection of issue(s) to research/assess, and how it will be conducted (e.g. surveys, photovoice, interviews, etc.) c) Selection of approved program activities that support and inform community about PSE changes, and complement nutrition education and physical activity promotion, and institutional PSE strategy. d) Selection of approved community engagement models to be utilized for PSE strategy.	12/31/16	4.2.1 Environmental PSE Activity Plan to be submitted to DPH for review and approval
4.2 Establishment of community engagement coalition (youth and/or adult)	4.2.1 Conduct a minimum of fifteen (15) outreach meetings to recruit and maintain a minimum of ten (10) community members to support coalition to drive environmental PSE strategy efforts (e.g. youth, civically engaged residents, local health advocates, relevant community partners, local health department staff, and content experts of selected PSE strategy).	9/30/17	4.2.1 Outreach log to be kept on file

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2016 – September 30, 2017

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
4.3 Marketing and promotion efforts	4.3.1 Disseminate DPH approved social marketing campaign PSAs to reach a minimum of 1,000 SNAP-Ed eligible families, intermediaries, community partners, stakeholders and/or decision makers.	9/30/17	4.3.1 Campaign to be submitted and approved by DPH
	4.3.2 With DPH approval, create and maintain a social media presence to educate and inform target audience of Initiative and campaigns, reaching a minimum of 1,000 intermediaries, stakeholders, partners, and SNAP-Ed eligible individuals.	9/30/17	4.3.2 Record of social media communication on file
	4.3.3 Conduct a minimum of five (5) presentations at the participating institutional site(s) to promote environmental PSE strategies.	9/30/17	4.3.3 Copy of presentations to be kept on file
	4.3.4 Create and submit a minimum of two (2) press releases and media advisories to highlight the Initiative's key programmatic activities and/or achievements.	9/30/17	4.3.4 Press release to be submitted and approved by DPH
4.4 Adoption of environmental PSE changes	4.4.1 Work with DPH to utilize the Environmental PSE plan (submitted in activity 4.1.1) and PSE-specific key activity milestone documents to support advancement, implementation, and promotion of Environmental PSE.	9/30/17	4.4.1 Narrative summary of PSE adoption successes and challenges.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2016 – September 30, 2017

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
4.5 Sustainability Plan for Environmental PSE(s)	4.5.1 Develop a sustainability plan to ensure viability of Initiative beyond the grant period, which includes but is not limited to: <ul style="list-style-type: none"> a) Expansion of current relationships and partnerships. b) Seeking and securing funding for continued implementation of PSE strategy(ies). 	9/30/17	4.5.1 Sustainability Plan submitted to DPH for review/approval
Objective 5: Monitor and evaluate the reach, effectiveness, adoption, implementation, and maintenance of selected institutional and environmental PSE changes.			
5.1 Required PSE evaluation	5.1.1 Develop a PSE evaluation plan including RE-AIM indicators, assessment tool selection, timeline for evaluation activities, and dissemination of results. 5.1.2 Monitor progress of all PSE projects utilizing the RE-AIM Framework tracker, which includes all agreed upon indicators 5.1.3 Review RE-AIM database to monitor and make course corrections as necessary. 5.1.4 Participate in any other evaluations as requested by DPH.	12/31/17 Monthly Quarterly As requested	5.1.1 Evaluation plan to be kept on file 5.1.2 RE-AIM tracker with monthly updates to be submitted to DPH 5.1.3 Summary of courses kept on file 5.1.4 Summary of requests and participation kept of file

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2017– September 30, 2018

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
Objective 1: Build organizational capacity and fulfill administrative/management requirements			
1.1 Maintain qualified staff that meet DPH minimum requirements to execute program deliverables	1.1.1 Contractor shall maintain and provide an up-to-date staffing roster for all staff assigned to work under this Contract to include but not limited to: <ul style="list-style-type: none"> • one 100% full-time Project Coordinator with relevant Master’s Degree (i.e. MPH, MPP, MPA) and experience in implementing public health projects in underserved communities. • one 100% full-time Health Educator with experience in providing culturally appropriate nutrition education and/or physical activity classes and experience working in underserved communities. Bilingual in Spanish preferred. • Additional staff to support implementation of program activities including nutrition education and/or physical activity program delivery, community engagement/mobilization, PSE implementation and evaluation. 	10/1/17 – 9/30/18	1.1.1 Staffing roster to be kept on file.
1.2 Review qualified sites where Initiative activities will take place	1.2.1 Identify and submit to DPH all new qualifying sites where Initiative activities will take place to ensure they meet SNAP-Ed eligibility requirements.	11/15/17	1.2.1 List of approved sites submitted to DPH for review and approval

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2017– September 30, 2018

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	1.2.2 Identify and submit to DPH new qualifying sites as needed where Initiative will take place to ensure they meet SNAP-Ed eligibility requirements. 1.2.3 Use DPH-approved tool to conduct formative assessment/scan of assets, resources, and relevant stakeholders of new communities where Initiative will take place. 1.2.4 Obtain commitment from leadership of new qualifying sites to establish working relationship, support and coordination of nutrition education, physical activity promotion activities and policy, systems, and environmental change projects.	11/16/17 – 9/30/18 11/15/17 11/15/17	1.2.2 List of approved sites submitted to DPH for review and approval 1.2.3 Assessment tool(s) to be kept on file. 1.2.4 MOUs/LOAs to be kept on file, if applicable.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME**

Champions for Change- Healthy Communities Initiative
October 1, 2017– September 30, 2018

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
1.3 Required trainings, meetings, and events	1.3.1 Participate in a minimum of twelve (12) DPH required in-person trainings, and webinars based trainings focused on nutrition education, physical activity promotion techniques, community engagement, media, and PSE implementation. 1.3.2 Participate in a minimum of five (5) DPH required meetings, including All Funded Partners meetings, and DPH-led workgroups to advance Initiative strategies. 1.3.3 Participate in any other trainings, meetings, workgroups, conferences or events as requested by DPH.	10/1/17 - 9/30/18 10/1/17 - 9/30/18 10/1/17 - 9/30/18	1.3.1 Agendas and/or certificates of completion to be kept on file 1.3.2 Agendas and/or certificates of completion to be kept on file 1.3.3 Agendas and/or certificates of completion to be kept on file
1.4 Required contract reporting	1.4.1 Complete and submit all DPH required reports including, but not limited to: a) Monthly programmatic reports b) Monthly fiscal invoices with source documentation	10/1/17 - 9/30/18	1.4.1 Monthly reports and fiscal invoices to be submitted and approved by DPH
Objective 2: Increase knowledge, awareness, and/or self-efficacy related to healthy eating and physical activity by 10% among SNAP-Ed eligible youth/adults to support individual behavior change.			
2.1 Nutrition education and physical activity promotion assessment	2.1.1 Conduct formative research (e.g., focus groups, surveys, etc.) among target population to determine needs and interest in topics related to healthy eating and physical activity, and determine linguistic and culturally specific needs.	12/31/17	2.1.1 Assessment tool(s) to be kept on file.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2017– September 30, 2018

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	2.1.2 Compile results into a summary report to inform program delivery.	1/15/18	2.1.2 Submit summary report to DPH
2.2 Nutrition education and physical activity plan	2.2.1 Use DPH template to create a nutrition education and physical activity plan which includes, but is not limited to: a) Service delivery model, b) SNAP-Ed approved curricula, c) Necessary printed materials, resources, and equipment, and d) Description of how education classes are integrated into institutional and environmental layer PSE strategies.	1/15/18	2.2.1 Plan to be submitted and approved by DPH
2.3 Nutrition education and physical activity promotion classes to target audience	2.3.1 Promote classes within institutional settings, as well as within SNAP-Ed eligible settings (e.g. WIC clinics, CalFresh enrollment offices, etc.) on recruitment/promotion for nutrition education and physical activity classes. 2.3.2 Conduct a minimum of 150 nutrition education and physical activity classes at qualifying institutional sites. 2.3.3 Enter class participant demographic information, topic of nutrition education/physical activity promotion, number of participants attended, etc. into Activity Tracking Form database	10/1/16 - 9/30/18 9/30/18 Monthly	2.3.1 Flyers and other recruitment efforts to be kept on file. 2.3.2 Participant Data Cards, Sign in Sheets, Lesson Plans, Photographs 2.3.3 Activity Tracking Form completed monthly

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2017– September 30, 2018

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
2.4 Impact/Outcome evaluation of nutrition education and physical activity classes	2.4.1 Work with DPH to complete IOE plan. Plan components will include, but are not limited to: a) Identification of survey tool(s) to measure changes in knowledge, attitudes, self-efficacy, and behavior change b) Description of nutrition education and physical activity promotion efforts and how selected PSE strategies are integrated c) Description of steps necessary to ensure collection of 100 matched pairs	1/15/18	2.4.1 IOE Plan, survey tools, completed surveys to be kept on file
	2.4.2 Administer pre-tests prior to initiation of nutrition education and/or physical activity promotion	11/30/17	2.4.2 Approved pre-test kept on file
	2.4.3 Administer post-tests following the completion of nutrition education and/or physical activity promotion	6/1/18	2.4.3 Approved post-test kept on file
	2.4.4 Collect all surveys and organize into matched pairs; submit to DPH to create a data file, analyze and share results	6/1/18	2.4.4 Data file submitted to DPH
	2.4.5 Utilize results to improve delivery of SNAP-Ed, and inform development of IOE plan for subsequent year.	9/30/18	2.4.5 IOE plan for subsequent year approved by DPH

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2017– September 30, 2018

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
Objective 3: Improve access and availability to healthy food and beverages and/or opportunities for physical activity by implementing a minimum of one policy, systems, and environmental change strategy(ies) in SNAP-Ed eligible qualifying <u>institutional settings</u>.			
3.1 Institutional policy, systems, and environmental change (PSE) strategy Activity Plan	3.1.1 Use DPH template to develop a plan for improving nutrition and/or physical activity practices or standards in the qualified settings where nutrition education is provided and program delivery will be conducted. This includes, but is not limited to: a) Proposed institutional PSE strategies b) Selection of approved baseline assessments needed and how they will be conducted (e.g. surveys, photovoice, interviews, etc.) c) Selection of approved program activities that garner support and inform community about PSE changes.	12/31/17	3.1.1 Institutional PSE Activity Plan to be submitted to DPH for review and approval
3.2 Institutional pre and post assessment(s)	3.2.1 Conduct approved baseline assessment(s) for selected PSE strategy. 3.2.2 Conduct a minimum of five (5) key informant interviews with key stakeholders and partners to identify needs and gauge support for the Initiative. 3.2.3 Gather, and analyze data to compile findings into summary report.	1/15/18 1/15/18 1/30/18	3.2.1 DPH approved tool(s) to be kept on file 3.2.2 Interview transcripts to be kept on file 3.2.3 Summary report submitted to DPH

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2017– September 30, 2018

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
3.4 Marketing and promotion efforts	3.4.1 Conduct and/or participate in a minimum of ten (10) events (e.g., school fairs, health events, etc.) to garner support and additional partners for PSE implementation, and promote nutrition education and/or physical activity classes. 3.4.2 Promote PSE key programmatic activities and achievements to stakeholders and target audience - monthly communication channels (e.g., newsletters, email blasts, bulletin boards).	9/30/18 9/30/18	3.4.1 Activities log and summary of participation to be kept on file 3.4.2 Copies of communication to be kept on file.
3.5 Adoption of institutional PSE changes	3.5.1 Work with DPH to utilize the Institutional PSE plan (submitted in activity 3.1.1) and PSE-specific key activity milestone documents to support advancement, implementation, and promotion of Institutional PSE.	9/30/18	3.5.1 Narrative summary of PSE adoption successes and challenges.
3.6 Sustainability Plan for Institutional PSE(s)	3.6.1 Develop a sustainability plan to ensure viability of Initiative beyond the grant period, which includes but is not limited to: a) Expansion of current relationships and partnerships. b) Seeking and securing funding for continued implementation of PSE strategy(ies).	9/30/18	3.6.1 Sustainability Plan submitted to DPH for review/approval

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2017– September 30, 2018

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
Objective 4: Improve access and availability to healthy food and beverages and/or opportunities for physical activity by implementing a minimum of one policy, systems, and environmental change strategy in SNAP-Ed eligible qualifying <u>environmental settings</u>.			
4.1 Environmental policy, systems, and environmental change (PSE) strategy Activity Plan	4.1.1 Use DPH template to develop a plan for improving nutrition and/or physical activity practices or standards within the environment/community where program delivery will be conducted. This includes, but is not limited to: a) Proposed PSE strategy b) Selection of issue(s) to research/assess, and how it will be conducted (e.g. surveys, photovoice, interviews, etc.) c) Selection of approved program activities that support and inform community about PSE changes, and complement nutrition education and physical activity promotion, and institutional PSE strategy. d) Selection of approved community engagement models to be utilized for PSE strategy.	12/31/17	4.2.1 Environmental PSE Activity Plan to be submitted to DPH for review and approval
4.2 Establishment of community engagement coalition (youth and/or adult)	4.2.1 Maintain a minimum of ten (10) community members to support coalition to drive environmental PSE strategy efforts (e.g. youth, civically engaged residents, local health advocates, relevant community partners, local health department staff, and content experts of selected PSE strategy). Recruit new members as needed.	9/30/18	4.2.1 Outreach log to be kept on file

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2017– September 30, 2018

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
4.3 Marketing and promotion efforts	4.3.1 Disseminate DPH approved social marketing campaign PSAs to reach a minimum of 1,000 SNAP-Ed eligible families, intermediaries, community partners, stakeholders and/or decision makers.	9/30/18	4.3.1 Campaign to be submitted and approved by DPH
	4.3.2 With DPH approval, create and maintain a social media presence to educate and inform target audience of Initiative and campaigns, reaching a minimum of 1,000 intermediaries, stakeholders, partners, and SNAP-Ed eligible individuals.	9/30/18	4.3.2 Record of social media communication on file
	4.3.3 Conduct a minimum of five (5) presentations at the participating institutional site(s) to promote environmental PSE strategies.	9/30/18	4.3.3 Copy of presentations to be kept on file
	4.3.4 Create and submit a minimum of two (2) press releases and media advisories to highlight the Initiative’s key programmatic activities and/or achievements.	9/30/18	4.3.4 Press release to be submitted and approved by DPH
4.4 Adoption of environmental PSE changes	4.4.1 Work with DPH to utilize the Environmental PSE plan (submitted in activity 4.1.1) and PSE-specific key activity milestone documents to support advancement, implementation, and promotion of Environmental PSE.	9/30/18	4.4.1 Narrative summary of PSE adoption successes and challenges.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2017– September 30, 2018

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
4.5 Sustainability Plan for Environmental PSE(s)	4.5.1 Develop a sustainability plan to ensure viability of Initiative beyond the grant period, which includes but is not limited to: a) Expansion of current relationships and partnerships. b) Seeking and securing funding for continued implementation of PSE strategy(ies).	9/30/18	4.5.1 Sustainability Plan submitted to DPH for review/approval
Objective 5: Monitor and evaluate the reach, effectiveness, adoption, implementation, and maintenance of selected institutional and environmental PSE changes.			
5.1 Required PSE evaluation	5.1.1 Develop a PSE evaluation plan including RE-AIM indicators, assessment tool selection, timeline for evaluation activities, and dissemination of results. 5.1.2 Monitor progress of all PSE projects utilizing the RE-AIM Framework tracker, which includes all agreed upon indicators 5.1.3 Review RE-AIM database to monitor and make course corrections as necessary. 5.1.4 Participate in any other evaluations as requested by DPH.	12/31/17 Monthly Quarterly As requested	5.1.1 Evaluation plan to be kept on file 5.1.2 RE-AIM tracker with monthly updates to be submitted to DPH 5.1.3 Summary of courses kept on file 5.1.4 Summary of requests and participation kept of file

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2018 – September 30, 2019

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
Objective 1: Build organizational capacity and fulfill administrative/management requirements			
1.1 Maintain qualified staff that meet DPH minimum requirements to execute program deliverables	1.1.1 Contractor shall maintain and provide an up-to-date staffing roster for all staff assigned to work under this Contract to include but not limited to: <ul style="list-style-type: none"> • one 100% full-time Project Coordinator with relevant Master’s Degree (i.e. MPH, MPP, MPA) and experience in implementing public health projects in underserved communities. • one 100% full-time Health Educator with experience in providing culturally appropriate nutrition education and/or physical activity classes and experience working in underserved communities. Bilingual in Spanish preferred. • Additional staff to support implementation of program activities including nutrition education and/or physical activity program delivery, community engagement/mobilization, PSE implementation and evaluation. 	10/1/18 – 9/30/19	1.1.1 Staffing roster to be kept on file.
1.2 Review qualified sites where Initiative activities will take place	1.2.1 Identify and submit to DPH all new qualifying sites where Initiative activities will take place to ensure they meet SNAP-Ed eligibility requirements.	11/15/18	1.2.1 List of approved sites submitted to DPH for review and approval

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2018 – September 30, 2019

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	1.2.2 Identify and submit to DPH new qualifying sites as needed where Initiative will take place to ensure they meet SNAP-Ed eligibility requirements. 1.2.3 Use DPH-approved tool to conduct formative assessment/scan of assets, resources, and relevant stakeholders of community where Initiative will take place. 1.2.4 Obtain commitment from leadership of qualifying sites to establish working relationship, support and coordination of nutrition education, physical activity promotion activities and policy, systems, and environmental change projects.	11/16/18 – 3/31/19 11/15/18 11/15/18	1.2.2 List of approved sites submitted to DPH for review and approval 1.2.3 Assessment tool(s) to be kept on file. 1.2.4 MOUs/LOAs to be kept on file, if applicable.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME**

Champions for Change- Healthy Communities Initiative
October 1, 2018 – September 30, 2019

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
1.3 Required trainings, meetings, and events	1.3.1 Participate in a minimum of twelve (12) DPH required in-person trainings, and webinars based trainings focused on nutrition education, physical activity promotion techniques, community engagement, media, and PSE implementation. 1.3.2 Participate in a minimum of five (5) DPH required meetings, including All Funded Partners meetings, and DPH-led workgroups to advance Initiative strategies. 1.3.3 Participate in any other trainings, meetings, workgroups, conferences or events as requested by DPH.	10/1/18 - 9/30/19 10/1/18 - 9/30/19 10/1/18 - 9/30/19	1.3.1 Agendas and/or certificates of completion to be kept on file 1.3.2 Agendas and/or certificates of completion to be kept on file 1.3.3 Agendas and/or certificates of completion to be kept on file
1.4 Required contract reporting	1.4.1 Complete and submit all DPH required reports including, but not limited to: a) Monthly programmatic reports b) Monthly fiscal invoices with source documentation	10/1/18 - 9/30/19	1.4.1 Monthly reports and fiscal invoices to be submitted and approved by DPH
Objective 2: Increase knowledge, awareness, and/or self-efficacy related to healthy eating and physical activity by 10% among SNAP-Ed eligible youth/adults to support individual behavior change.			
2.1 Nutrition education and physical activity promotion assessment	2.1.1 Conduct formative research (e.g., focus groups, surveys, etc.) among target population to determine needs and interest in topics related to healthy eating and physical activity, and determine linguistic and culturally specific needs.	12/31/18	2.1.1 Assessment tool(s) to be kept on file.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2018 – September 30, 2019

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	2.1.2 Compile results into a summary report to inform program delivery.	1/15/18	2.1.2 Submit summary report to DPH
2.2 Nutrition education and physical activity plan	2.2.1 Use DPH template to create a nutrition education and physical activity plan which includes, but is not limited to: a) Service delivery model, b) SNAP-Ed approved curricula, c) Necessary printed materials, resources, and equipment, and d) Description of how education classes are integrated into institutional and environmental layer PSE strategies.	1/15/19	2.2.1 Plan to be submitted and approved by DPH
2.3 Nutrition education and physical activity promotion classes to target audience	2.3.1 Promote classes within institutional settings, as well as within SNAP-Ed eligible settings (e.g. WIC clinics, CalFresh enrollment offices, etc.) on recruitment/promotion for nutrition education and physical activity classes. 2.3.2 Conduct a minimum of 150 nutrition education and physical activity classes at qualifying institutional sites. 2.3.3 Enter class participant demographic information, topic of nutrition education/physical activity promotion, number of participants attended, etc. into Activity Tracking Form database	10/1/18 - 9/30/19 9/30/19 Monthly	2.3.1 Flyers and other recruitment efforts to be kept on file. 2.3.2 Participant Data Cards, Sign in Sheets, Lesson Plans, Photographs 2.3.3 Activity Tracking Form completed monthly

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2018 – September 30, 2019

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
2.4 Impact/Outcome evaluation of nutrition education and physical activity classes	2.4.1 Work with DPH to complete IOE plan. Plan components will include, but are not limited to:: a) Identification of survey tool(s) to measure changes in knowledge, attitudes, self-efficacy, and behavior change b) Description of nutrition education and physical activity promotion efforts and how selected PSE strategies are integrated c) Description of steps necessary to ensure collection of 100 matched pairs	1/15/19	2.4.1 IOE Plan, survey tools, completed surveys to be kept on file
	2.4.2 Administer pre-tests prior to initiation of nutrition education and/or physical activity promotion	11/30/18	2.4.2 Approved pre-test kept on file
	2.4.3 Administer post-tests following the completion of nutrition education and/or physical activity promotion	6/1/19	2.4.3 Approved post-test kept on file
	2.4.4 Collect all surveys and organize into matched pairs; submit to DPH to create a data file, analyze and share results	6/1/19	2.4.4 Data file submitted to DPH
	2.4.5 Utilize results to improve delivery of SNAP-Ed, and inform development of IOE plan for subsequent year.	9/30/19	2.4.5 IOE plan for subsequent year approved by DPH

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2018 – September 30, 2019

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
Objective 3: Improve access and availability to healthy food and beverages and/or opportunities for physical activity by implementing a minimum of one policy, systems, and environmental change strategy(ies) in SNAP-Ed eligible qualifying <u>institutional settings</u>.			
3.1 Institutional policy, systems, and environmental change (PSE) strategy Activity Plan	3.1.1 Use DPH template to develop a plan for improving nutrition and/or physical activity practices or standards in the qualified settings where nutrition education is provided and program delivery will be conducted. This includes, but is not limited to: a) Proposed institutional PSE strategies b) Selection of approved baseline assessments needed and how they will be conducted (e.g. surveys, photovoice, interviews, etc.) c) Selection of approved program activities that garner support and inform community about PSE changes.	12/31/18	3.1.1 Institutional PSE Activity Plan to be submitted to DPH for review and approval
3.2 Institutional pre and post assessment(s)	3.2.1 Conduct approved baseline assessment(s) for selected PSE strategy. 3.2.2 Conduct a minimum of five (5) key informant interviews with key stakeholders and partners to identify needs and gauge support for the Initiative. 3.2.3 Gather, and analyze data to compile findings into summary report.	1/15/19 1/15/19 1/30/19	3.2.1 DPH approved tool(s) to be kept on file 3.2.2 Interview transcripts to be kept on file 3.2.3 Summary report submitted to DPH

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2018 – September 30, 2019

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
3.4 Marketing and promotion efforts	3.4.1 Conduct and/or participate in a minimum of ten (10) events (e.g., school fairs, health events, etc.) to garner support and additional partners for PSE implementation, and promote nutrition education and/or physical activity classes. 3.4.2 Promote PSE key programmatic activities and achievements to stakeholders and target audience - monthly communication channels (e.g., newsletters, email blasts, bulletin boards).	9/30/19 9/30/19	3.4.1 Activities log and summary of participation to be kept on file 3.4.2 Copies of communication to be kept on file.
3.5 Adoption of institutional PSE changes	3.5.1 Work with DPH to utilize the Institutional PSE plan (submitted in activity 3.1.1) and PSE-specific key activity milestone documents to support advancement, implementation, and promotion of Institutional PSE.	9/30/19	3.5.1 Narrative summary of PSE adoption successes and challenges.
3.6 Sustainability Plan for Institutional PSE(s)	3.6.1 Develop a sustainability plan to ensure viability of Initiative beyond the grant period, which includes but is not limited to: a) Expansion of current relationships and partnerships. b) Seeking and securing funding for continued implementation of PSE strategy(ies).	9/30/19	3.6.1 Sustainability Plan submitted to DPH for review/approval

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2018 – September 30, 2019

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
Objective 4: Improve access and availability to healthy food and beverages and/or opportunities for physical activity by implementing a minimum of one policy, systems, and environmental change strategy in SNAP-Ed eligible qualifying <u>environmental settings</u>.			
4.1 Environmental policy, systems, and environmental change (PSE) strategy Activity Plan	4.1.1 Use DPH template to develop a plan for improving nutrition and/or physical activity practices or standards within the environment/community where program delivery will be conducted. This includes, but is not limited to: a) Proposed PSE strategy b) Selection of issue(s) to research/assess, and how it will be conducted (e.g. surveys, photovoice, interviews, etc.) c) Selection of approved program activities that support and inform community about PSE changes, and complement nutrition education and physical activity promotion, and institutional PSE strategy. d) Selection of approved community engagement models to be utilized for PSE strategy.	12/31/18	4.2.1 Environmental PSE Activity Plan to be submitted to DPH for review and approval
4.2 Establishment of community engagement coalition (youth and/or adult)	4.2.1 Maintain a minimum of ten (10) community members to support coalition to drive environmental PSE strategy efforts (e.g. youth, civically engaged residents, local health advocates, relevant community partners, local health department staff, and content experts of selected PSE strategy). Recruit new members as needed.	9/30/19	4.2.1 Outreach log to be kept on file

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 SAMPLE SCOPE OF WORK
 AGENCY NAME**

Champions for Change- Healthy Communities Initiative
 October 1, 2018 – September 30, 2019

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
4.3 Marketing and promotion efforts	4.3.1 Disseminate DPH approved social marketing campaign PSAs to reach a minimum of 1,000 SNAP-Ed eligible families, intermediaries, community partners, stakeholders and/or decision makers. 4.3.2 With DPH approval, create and maintain a social media presence to educate and inform target audience of Initiative and campaigns, reaching a minimum of 1,000 intermediaries, stakeholders, partners, and SNAP-Ed eligible individuals. 4.3.3 Conduct a minimum of five (5) presentations at the participating institutional site(s) to promote environmental PSE strategies. 4.3.4 Create and submit a minimum of two (2) press releases and media advisories to highlight the Initiative’s key programmatic activities and/or achievements.	9/30/19 9/30/19 9/30/19 9/30/19	4.3.1 Campaign to be submitted and approved by DPH 4.3.2 Record of social media communication on file 4.3.3 Copy of presentations to be kept on file 4.3.4 Press release to be submitted and approved by DPH
4.4 Adoption of environmental PSE changes	4.4.1 Work with DPH to utilize the Environmental PSE plan (submitted in activity 4.1.1) and PSE-specific key activity milestone documents to support advancement, implementation, and promotion of Environmental PSE.	9/30/19	4.4.1 Narrative summary of PSE adoption successes and challenges.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SAMPLE SCOPE OF WORK
AGENCY NAME

Champions for Change- Healthy Communities Initiative
 October 1, 2018 – September 30, 2019

GOAL: Reduce the prevalence of obesity among low-income SNAP-Ed eligible populations by implementing nutrition education, physical activity promotion, and policy, systems and environmental (PSE) change strategies.

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
4.5 Sustainability Plan for Environmental PSE(s)	4.5.1 Develop a sustainability plan to ensure viability of Initiative beyond the grant period, which includes but is not limited to: a) Expansion of current relationships and partnerships. b) Seeking and securing funding for continued implementation of PSE strategy(ies).	9/30/19	4.5.1 Sustainability Plan submitted to DPH for review/approval
Objective 5: Monitor and evaluate the reach, effectiveness, adoption, implementation, and maintenance of selected institutional and environmental PSE changes.			
5.1 Required PSE evaluation	5.1.1 Develop a PSE evaluation plan including RE-AIM indicators, assessment tool selection, timeline for evaluation activities, and dissemination of results. 5.1.2 Monitor progress of all PSE projects utilizing the RE-AIM Framework tracker, which includes all agreed upon indicators 5.1.3 Review RE-AIM database to monitor and make course corrections as necessary. 5.1.4 Participate in any other evaluations as requested by DPH.	12/31/18 Monthly Quarterly As requested	5.1.1 Evaluation plan to be kept on file 5.1.2 RE-AIM tracker with monthly updates to be submitted to DPH 5.1.3 Summary of courses kept on file 5.1.4 Summary of requests and participation kept of file

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES
INITIATIVE SERVICES**

**DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE SERVICES
CONTRACT**

Paragraph TABLE OF CONTENTS Page

CONTRACT BODY (CB)

1.	Applicable Documents.....	02
2.	Definitions.....	03
3.	Description of Services.....	03
4.	Term of Contract	03
5.	Maximum Obligation of County	04
6.	Invoices and Payment.....	06
7.	Funding/Services Adjustments and Reallocations.....	10
8.	Alteration of Terms/Amendments.....	11
9.	Confidentiality.....	13
10.	Consideration of Hiring County Employees Targeted for Layoff/or Re-employment	
11.	Indemnification	16
12.	General Provisions for all Insurance Coverages	16
13.	Insurance Coverage Requirements.....	22
14.	Ownership of Materials, Software, Copyright	23
15.	Publicity.....	25
16.	Record Retention and Audits	26
17.	Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying.....	34

UNIQUE TERMS AND CONDITIONS

18A.	Contractor’s Charitable Activities Compliance.....	35
18B.	Contractor's Exclusion from Participation in a Federally Funded Program.....	35
18C.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76).....	36
18D.	Whistleblower Protections	37
18E.	Local Small Business Enterprise (SBE) Preference Program	38

18F. Compliance with County’s Child Wellness Policy	40
18G. Liquidated Damages	40
18H. Data Destruction	42
19. Construction	43
20. Conflict of Terms	43
21. Contractor's Offices	43
22. Notices	43

ADDITIONAL PROVISIONS (AP)

23. Administration of Contract	44
24. Assignment and Delegation	46
25. Authorization Warranty	47
26. Budget Reduction	47
27. Contractor Budget and Expenditures Reduction Flexibility	48
28. Complaints	48
29. Compliance with Applicable Law	49
30. Compliance with Civil Rights Law	50
31. Compliance with the County’s Jury Service Program	51
32. Conflict of Interest	53
33. Consideration of Hiring Gain/Grow Participants	54
34. Contractor Responsibility and Debarment	55
35. Contractor’s Acknowledgement of County’s Commitment to the Safely Surrendered Baby Law	58
36. Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	58
37. County’s Quality Assurance Plan	59
38. Service Delivery Site – Maintenance Standards	60
39. Rules and Regulations	60
40. Damage to County Facilities, Buildings or Grounds	60
41. Employment Eligibility Verification	61
42. Facsimile Representations	62
43. Fair Labor Standards	62

44. Fiscal Disclosure	62
45. Contractor Performance During Civil Unrest or Disaster	63
46. Governing Law, Jurisdiction, and Venue	63
47. Independent Contractor Status	63
48. Licenses, Permits, Registrations, Accreditations, Certificates.....	64
49. Nondiscrimination in Services	65
50. Nondiscrimination in Employment	66
51. Non-Exclusivity.....	69
52. Notice of Delays	69
53. Notice of Disputes	69
54. Notice to Employees Regarding the Federal Earned Income Credit	69
55. Notice to Employees Regarding the Safely Surrendered Baby Law	70
56. Prohibition Against Inducement or Persuasion.....	70
57. Prohibition Against Performance of Services While Under the Influence	70
58. Public Records Act.....	70
59. Purchases	71
60. Real Property and Business Ownership Disclosure	73
61. Reports.....	76
62. Recycled Content Bond Paper	76
63. Solicitation of Bids or Proposals	76
64. Staffing and Training/Staff Development.....	77
65. Subcontracting	78
66. Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program	81
67. Termination for Convenience	81
68. Termination for Default.....	83
69. Termination for Gratuities and/or Improper Consideration	84
70. Termination for Insolvency	85
71. Termination for Non-Appropriation of Funds	86
72. No Intent to Create a Third Party Beneficiary Contract	86
73. Time Off for Voting	86

74. Unlawful Solicitation	86
75. Validity.....	87
76. Waiver	87
77. Warranty Against Contingent Fees	87
78. Warranty of Compliance with County’s Defaulted Property Tax Reduction Program	88
79. Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	88

STANDARD EXHIBITS

- Exhibit A – Intentionally Omitted
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

- Exhibit G – Charitable Contributions Certification

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into this _____
day of _____, 2016,

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, 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, THIS Contract is therefore authorized under Section 44.7 of the Los
Angeles County Charter and Los Angeles County codes Section 2.121.250; and

WHEREAS, Contractor was selected to participate in the Champions for Change – Healthy Communities Initiative as a result of Month XX, 2016, Request for Proposal (“RFP”) competitive selection process conducted by County’s DPH; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and staff to conduct such activities described hereunder and has offered its resources to County to carry out the objectives of the Champions for Change – Healthy Communities Initiative; 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 A, D, E, F, G, H, I, J and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Intentionally Omitted
- Exhibit B - Scope of Work
- Exhibit C – Budget(s)

Exhibit D – Contractor’s EEO Certification
Exhibit E - Contractor Acknowledgement and Confidentiality Agreement Exhibit
F - Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit G – Charitable Contributions Certification

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Scope of Work, Exhibit B.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit 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.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon Board Approval and shall continue in full force and effect through September 30, 2017, 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 up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years. Each such extension 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.

The Contractor shall notify (Program Office) 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 the Division of Chronic Disease and Injury Prevention at the address herein provided in Paragraph 21, NOTICES.

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective upon Board approval through September 30, 2017, the maximum obligation of County for all services provided hereunder shall not exceed Three Hundred Thousand Dollars (\$300,000), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. If contract is extended, effective October 1, 2017 through September 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed Three Hundred Thousand Dollars (\$300,000), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. If contract is extended, effective October 1, 2018 through September 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed Three Hundred Thousand Dollars (\$300,000), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

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

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

F. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately

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

6. INVOICES AND PAYMENT:

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

D. Billings shall be submitted directly to the Division of Chronic Disease and Injury Prevention at the address herein provided under Paragraph 21, NOTICES.

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

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

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

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

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month 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, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month 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, Director 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, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

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

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to ten percent (10%) 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 budgets 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 budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

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

8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) 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 ten percent (10%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an 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 budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to ten percent (10%) 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.

9. CONFIDENTIALITY:

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

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

officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and 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 and Confidentiality Agreement", Exhibit E.

(For the following Paragraphs)-----CHOOSE 1 OF 2-----

-

(THIS FIRST VERSION IS FOR CONTRACTORS THAT DO NOT HAVE UNIONIZED EMPLOYEES [Per Counsel 6/3/10])

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

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

COUNTY EMPLOYEES'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective

DCCIP Champions for Change – Healthy Communities Initiative - [Contractor]

bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") 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. Evidence of Coverage and Notice to County: 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 Dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health
Contract Monitoring Division

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 Contractor'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 One Million Dollars (\$1,000,000) 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 One Million Dollars (\$1,000,000) 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.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or

otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived 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 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or 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).

16. 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/docs/AuditorControllerContractingandAdminHB.pdf>

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

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of 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 Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work 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, Contractor 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 budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

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

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

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

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

subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

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

program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

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

Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

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

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

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.”

(PARAGRAPH 18F SHOULD ONLY BE INCLUDED IN CONTRACTS WHERE THE CONTRACTOR WAS CERTIFIED AS AN SBE)

18E. 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.

(PARAGRAPH 18G SHOULD ONLY BE INCLUDED IN CONTRACTS WHERE THE CONTRACTOR WAS CERTIFIED AS A TRANSITIONAL JOB OPPORTUNITY VENDOR)

18F. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18G. LIQUIDATED DAMAGES:

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

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the

Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as

specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

18H. DATA DESTRUCTION:

A. Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall

provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

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

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

21. CONTRACTOR'S OFFICES: Contractor's office is located at _____ . Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County

under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Division of Chronic Disease and Injury Prevention
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

Attention: Division Director

(2) Department of Public Health
Contracts and Grants Division
1000 S. Fremont Avenue
Building A-9 East, 3rd Floor
Alhambra, California 91803

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

23. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or 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 must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health.

During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the criminal history review.

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

24. ASSIGNMENT AND DELEGATION:

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 sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

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

26. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under

this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

27. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

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

28. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

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

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

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

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

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

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

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

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

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

29. COMPLIANCE WITH APPLICABLE LAW:

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

extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

30. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC

Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

31. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five 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, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. CONFLICT OF INTEREST:

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

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

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

33. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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.

34. 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 (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

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

negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

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

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

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

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

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

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

35. 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

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

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

37. 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 may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

39. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

40. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

41. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

42. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of “original” versions of such documents within five working days.

43. 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.

44. 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; and (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.

45. 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.

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

47. INDEPENDENT CONTRACTOR STATUS:

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

or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

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

48. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of

this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

49. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are

provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

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

50. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State

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

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

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

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

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

F. If County finds that any provisions of 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.

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

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

53. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

54. 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.

55. 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.

56. 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.

57. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

58. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's

documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the 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.

59. PURCHASES:

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

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

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

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or 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. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where

persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

61. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

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

63. SOLICITATION OF BIDS OR PROPOSALS: 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 Department of Public

Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

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

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

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

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

65. SUBCONTRACTING:

A. For purposes of this Contract, 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 Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

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

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or

any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

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

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

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

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

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

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

66. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 35, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 67, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

time to time when such action is deemed by County to be in its best interest.

Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

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

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

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

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or

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

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

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

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

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

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 66, TERMINATION FOR CONVENIENCE.

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

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. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

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

74. 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.

75. 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.

76. 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.

77. 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.

78. 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.

79. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 77, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Interim 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 _____
Cynthia A. Harding, M.P.H.
Interim Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY WICKHAM
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

Revised XX-XX-14 – Approved by Counsel

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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: _____

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)
CONTRACTOR'S OBLIGATION AS OTHER THAN BUSINESS ASSOCIATE UNDER THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.

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
 CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE
 RFP 2016 – 003

BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS

Utilizing the Line-Item Budget Templates (Attachment I, II and III), Proposer shall complete three (3) budgets (one budget for each 12-month term) using the categories below (A-H). A budget justification narrative is required for every line-item budget. (Refer to Attachment IV for budget/line item categories and programmatic recommendations).

USE ONLY THE LINE ITEMS PROVIDED IN THE TEMPLATE. DO NOT ADD ADDITIONAL LINE ITEMS.

Proposers selected for funding may be required to modify proposed budget and/or budget justification to comply with Supplemental Nutrition Assistance Program Education Guidance (<https://snaped.fns.usda.gov/snap/Guidance/FinalFY2016SNAP-EdGuidance.pdf>).

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

Enter all the totals from the Budget Justification narrative into the Line Item Budget Template for all line items detailed in your justification.

For contract expenses that are shared throughout the agency (i.e., rent/lease, utilities), please indicate the Cost Allocation Plan formula used to determine the amount that will be charged to this contract.

Budget Justification Instructions

A. Full-Time and Part-Time Salaries

List each position by job title and identify the name of the person assigned to that position. If the position has not yet been filled please indicate TBD (to be determined). For each position identify the job duties relating it to specific program objectives. Include the amount allocated to the line item using the following formula: $(C \times D \times E = D)$. Proposers are advised that salaries and employee benefits provided on the budget should **only** include staff who will be providing services under any resultant Contract. **Must include** one (1) full-time Project Coordinator that holds a Master Degree in Public Health or equivalent, (e.g. Master in Public Policy, Master in Public Administration, Master of Science in Nutrition); **and** one (1) full-time Health Educator.

Full-Time Employee = An employee of the agency who works **40** hours per week.

Part-Time Employee = An employee of the agency who works **less than** 40 hours per week.

Note: FTE (percentage of time) on project does not define full-time or part-time status of employees.

Example – Full-Time Employee:

Project Coordinator, John Doe 100% FTE –100% of salary is requested. The Project Coordinator directs the overall operation of the project. The position is responsible for overseeing the implementation of project activities, conducting meetings and is responsible for the overall performance of the program. $(\$3,000 \times 100\% \times 12 =$

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE
 RFP 2016 – 003

\$36,000)

A	B	C	D
Monthly Salary	Percentage of Time	Number of Months	Total for Line Item
\$3,000	100%	12	\$36,000

Note: A similar justification is required for all Full-Time and Part-Time staff identified in the Line Item Budget, if applicable.

B. Employee Benefits

Identify the method used 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%. (7% + 3% + 1% + 5% + 2% + 1% = 19%)

Note: A separate employee benefit justification is required for Full-Time staff and Part-Time staff identified in the Line Item Budget, if applicable.

C. Non-Capital Equipment/Supplies

Identify and briefly describe the Non-Capital Equipment/Supplies necessary for the performance of the program. **Non-Capital Equipment/Supplies include the following: Office Supplies, Postage and IT Equipment (Note: IT equipment requires special approval from CDPH).** The narrative should describe how costs relate specifically for the delivery of the services and should assist your agency in meeting the scope of work objectives.

Example 1 – Office Supplies:

Cost Allocation Formula for Office Supplies: (A / B = C)

A*	B	C
Agency Total Monthly Cost of Office Supplies	Number staff in the Agency	Office Supplies Cost Per FTE
\$ 2,773.20	25	\$111.00 (rounded)

The amount of \$5,328.00 is budgeted to Office Supplies cost. The budgeted amount will cover general office supplies for the 4 FTE’s (indicate staff names) assigned to this project. General office supplies to include but not limited to; pens, papers, folders, staples, paper clips, tape, envelopes, etc. needed for agency to meet SOW.

The budgeted amount is calculated as follows: (A x B x C = D)

A	B	C	D
Office Supplies Cost per FTE	Number of Months	Number of FTE Assigned to Project	Agency Yearly Cost of Utilities
\$ 111.00	12	4	\$5,328.00

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE
 RFP 2016 – 003

Example 2 – IT Equipment:

IT Equipment - The amount of \$2,900.00 is budgeted to Equipment. Cost of equipment will include Desktop Computers (2), a printer, and a scanner to be used in order to fulfill administrative and programmatic requirements (e.g. required reports, budgets, email correspondence, activity tracking form entries, etc.).

The budgeted amount is calculated as follows: B X C = D

Desktop computers:

A	B	C	D
FTE	Cost per item	# of items	Total
2	\$1,200	2	\$2,400

Printers:

A	B	C	D
FTE	Cost per item	# of items	Total
1	\$500	1	\$500

Note: A similar justification is required for all Non-Capital Equipment/Supplies Expenses identified in the Line Item Budget.

D. Materials

Identify and briefly describe the Materials necessary for the performance of the program.

Materials include the following: Educational Materials, Food Demonstration Materials, Gardening Materials, Physical Activity Materials and Printing and Duplication. The narrative should describe how costs relate specifically for the delivery of the services and should assist your agency in meeting the scope of work objectives.

Example 1 - Educational Materials:

The amount of \$2,284.00 is budgeted to Educational Materials. Cost of nutrition education materials will include Rethink Your Drink, MyPlate, Champions for Change cookbooks and recipe cards to use and distribute at community events for an estimated 3,984 participants throughout the year. The estimated cost per participant is \$0.35.

The budgeted amount is calculated as follows: (A x B x C = D)

A	B	C	D
Average Unit Cost	# of Participants per Event	# of Events	Total
\$0.35	332	12	\$2,284.00

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE
 RFP 2016 – 003

Example 2 – Food Demonstration Materials:

The amount of \$6,300.00 is budgeted for Food Demonstrations. An amount of \$2.50 is budgeted per participant to purchase ingredients for approved recipes for food for food tasting demonstrations at six sites. An estimated 252 participants will be seen per site throughout the year.

The budgeted amount is calculated as follows: (A x B x C = D)

A	B	C	D
Per Participant Cost	# of Participants per Event	# of Food Demo Sites	Total
\$2.50	100	25	\$6,250.00

Example 3 – Garden Materials:

The amount of \$7,200.00 is budgeted to Garden Supplies. An average amount of \$50 per garden is budgeted to replenish and maintain 12 gardens (2 gardens x 6 sites) during year 3. The \$50 will cover the expenses of soil, hoses, storage containers, seeds, seedlings, gloves and gardening tools for each garden.

The budgeted amount is calculated as follows: (A x B x C = D)

A	B	C	D
Monthly Cost	Quantity	Number of Monthly	Total
\$50.00	12	12	\$7,200.00

Note: A similar justification is required for all Material Expenses identified in the Line Item Budget.

E. Travel and Mileage

Mileage pertains to local travel (within County of Los Angeles). Briefly describe the need and use for mileage reimbursement.

Example – Mileage: (rate must not exceed \$0.54 per mile)

Support in the amount of \$4,018.00 for mileage reimbursement is requested for the 4 FTE's (indicate staff names) assigned to this project for the purpose of local travel to attend meetings, coordinate activities, and conduct outreach activities.

The budgeted amount is calculated as follows: (A x B x C x D = E)

A	B	C	D	E
# of Trips Per Year	FTE	Mileage Rate	Average # of miles per Trip	Total Mileage Charge
120	4	\$ 0.54	15.5	\$4,018.00 (rounded)

Travel pertains to in-state (other than County of Los Angeles) trips. Briefly describe all travel-related costs. Give the name and purpose of the trip/conference/event, destination, and the title(s) of persons who will be taking the trip. Cost must follow State approved rates. Include cost calculations.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE
 RFP 2016 – 003

The budgeted amount is calculated as follows: ((B X E) + (C X F) + G + H) X A = I

Example –Travel:

Project Coordinator, John Doe, will be traveling to Sacramento to attend the XYZ Conference on June 4-6th, 2016. Flight for this conference is \$475 round trip, hotel is \$95 per night plus tax, Per Diem is \$46 per day for breakfast, lunch and dinner and Registration Fees for the Conference is \$120.

A total of \$983 has been allocated to travel: \$138 Per Diem (\$46x3) + \$190 Lodging (\$95x2) + \$475 Transportation + \$120 Registration Fees = \$923.00

A	B	C	E	F	G	H	I
FTE	Days	Nights	Per Diem	Lodging	Transportation	Registration Fees	Total Travel Cost
1	3	2	\$46	\$95	\$475	\$120	\$923.00

Note: A similar justification is required for all Training and Travel Expenses identified in the Line Item Budget.

F. BUILDING/SPACE

Identify and briefly describe the “Building/Space” costs necessary for the performance of the program. Building/Space costs include the following: **Rent/Lease (needs to include location name and address) and Event Costs**. The narrative should describe how costs relate specifically for the delivery of the services and should assist your agency in meeting the scope of work objectives.

Example 1- Rent/Lease:

Cost Allocation Formula for Rent/Lease: (A / B = C)

A*	B	C
Total Agency Monthly Cost of Rent	Total Number of FTE's in Agency	Price Per FTE
\$ 6,960	25	\$278 (rounded)

The amount of \$13,344.00 is budgeted to rent/lease cost. Rent/lease includes; rent, building maintenance and monthly parking fees. The space is required to house 4 FTE's (indicate staff names) assigned to the project that will carry out the objective outlined in the scope of work.

The budgeted amount is calculated as follows: (A x B x C = D)

A	B	C	D
Monthly Cost per FTE	Number of Months	Number of FTE Assigned to Project	Agency Yearly Cost of Rent/Lease
\$ 278	12	4	\$13,344.00

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE
 RFP 2016 – 003

Example 2 – Event Fees:

Event Fees - The amount of \$1,800.00 is budgeted for Event Fees. An amount of \$5.00 per participant is budgeted to support 12 workshops to support nutrition education by teaching an estimated 30 participants per event to grow their own fruits and vegetables. Workshops will also support the PSE goals of the project at each program site.

The budgeted amount is calculated as follows: (A x B x C = D)

A	B	C	D
# of Participants per Event Cost	Per Participant	# of Workshops	Total
30	\$5.00	12	\$1,800.00

Note: A similar justification is required for all Building/Space cost identified in the Line Item Budget.

G. MAINTENANCE

Identify and briefly describe the “Maintenance” costs necessary for the performance of the program. **Maintenance costs include the following: Utilities, Telecommunication Costs, Building Maintenance Fees and Translations Services.** The narrative should describe how costs relate specifically for the delivery of the services and should assist your agency in meeting the scope of work objectives.

Example - Telecommunications Costs

Cost Allocation Formula for Telecommunications Costs: (A / B = C)

A*	B	C
Total Agency Monthly Cost of communications	Number staff in the Agency	Communications Cost Per FTE
\$ 4,856.76	25	\$194.00 (rounded)

The amount of \$9,312.00 is budgeted to Communications. The budgeted amount will cover office telephone lines, internet service fees, and cell phone monthly fees for the 4 FTE's (indicate staff names) assigned to the project. The staff will require these services to coordinate activities required by the scope of work.

The budgeted amount is calculated as follows: (A x B x C = D)

A	B	C	D
Number of FTE Assigned to Project	Communications Monthly Cost per FTE	Number of Months	Yearly Cost of Telecommunications
4	\$ 194.00	12	\$9,312.00

H. INDIRECT COSTS (Max 10% of Personnel Cost excluding Fringe Benefits)

Indirect costs, or administrative overhead, are costs that are necessary for the general operations of the Agency. The indirect cost expenditures typically support administrative overhead functions such as accounting, payroll, facilities management, Insurance Costs, etc. If requesting indirect costs, a copy of the indirect cost rate agreement is required. If the indirect cost rate is a provisional rate, the agreement should be less than 12 months of age.

I. TOTAL PROGRAM BUDGET: (Total of Expenses Categories A+H)

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE
RFP 2016 – 003**

LINE-ITEM BUDGET TEMPLATE

October 1, 2016 through September 31, 2017 (Term 1)

A. SALARIES	Monthly Salary	Percent of Time	No. of Months	Totals
Full-Time Salaries				
Project Coordinator -				_____
Health Educator -				_____
Administrative Support* -				_____
* -				_____
* -				_____
Total Full Time Salaries				_____
Part-Time Salaries				
Position Title (name or TBD)*				_____
Total Part Time Salaries				_____
Total Salaries				
B. EMPLOYEE BENEFITS				
Employee Benefits for Full-Time Employees @ ____%				_____
Employee Benefits for Part-Time Employees @ ____%				_____
Total Employee Benefits				
Total Salaries and Employee Benefits				
C. NON-CAPITAL EQUIPMENT/SUPPLIES				
Office Supplies				_____
Postage				_____
IT Equipment				_____
Total Non-Capital Equipment/Supplies Expenses				
D. MATERIALS				
Educational Materials				_____
Food Demonstrations Materials				_____
Garden Materials				_____
Physical Activity Materials				_____
Printing & Duplication				_____
Total Materials Expenses				
E. TRAVEL & MILEAGE				
Travel				_____
Mileage				_____
Total Travel & Mileage				
F. BUILDING/SPACE				
Rent/Lease				_____
Event Fees				_____
Total Building/Space				
G. MAINTENANCE				
Utilities				_____
Telecommunication Costs				_____
Building Maintenance Fees				_____
Translation Services				_____
Total Maintenance Costs				
H. INDIRECT COST** (Max 10% of Personnel Cost excluding Fringe Benefits)				
I. TOTAL PROGRAM BUDGET				

*based on agency needs; update to include name and title.

**if requesting indirect costs, a copy of the indirect cost rate agreement is required. If the indirect cost rate is a provisional rate, the agreement should be less than 12 months of age.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE
RFP 2016 – 003**

LINE-ITEM BUDGET TEMPLATE

October 1, 2017 through September 31, 2018 (Term 2)

A. SALARIES	Monthly Salary	Percent of Time	No. of Months	Totals
Full-Time Salaries				
Project Coordinator -				_____
Health Educator -				_____
Administrative Support* -				_____
* -				_____
* -				_____
Total Full Time Salaries				_____
Part-Time Salaries				
Position Title (name or TBD)*				_____
Total Part Time Salaries				_____
Total Salaries				
B. EMPLOYEE BENEFITS				
Employee Benefits for Full-Time Employees @ ____%				_____
Employee Benefits for Part-Time Employees @ ____%				_____
Total Employee Benefits				
Total Salaries and Employee Benefits				
C. NON-CAPITAL EQUIPMENT/SUPPLIES				
Office Supplies				_____
Postage				_____
IT Equipment				_____
Total Non-Capital Equipment/Supplies Expenses				
D. MATERIALS				
Educational Materials				_____
Food Demonstrations Materials				_____
Garden Materials				_____
Physical Activity Materials				_____
Printing & Duplication				_____
Total Materials Expenses				
E. TRAVEL & MILEAGE				
Travel				_____
Mileage				_____
Total Travel & Mileage				
F. BUILDING/SPACE				
Rent/Lease				_____
Event Fees				_____
Total Building/Space				
G. MAINTENANCE				
Utilities				_____
Telecommunication Costs				_____
Building Maintenance Fees				_____
Translation Services				_____
Total Maintenance Costs				
H. INDIRECT COST** (Max 10% of Personnel Cost excluding Fringe Benefits)				
I. TOTAL PROGRAM BUDGET				

*based on agency needs; update to include name and title.

**if requesting indirect costs, a copy of the indirect cost rate agreement is required. If the indirect cost rate is a provisional rate, the agreement should be less than 12 months of age.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE
RFP 2016 – 003**

LINE-ITEM BUDGET TEMPLATE

October 1, 2018 through September 31, 2019 (Term 3)

A. SALARIES	Monthly Salary	Percent of Time	No. of Months	Totals
Full-Time Salaries				
Project Coordinator -				_____
Health Educator -				_____
Administrative Support* -				_____
* -				_____
* -				_____
Total Full Time Salaries				_____
Part-Time Salaries				
Position Title (name or TBD)*				_____
Total Part Time Salaries				_____
Total Salaries				
B. EMPLOYEE BENEFITS				
Employee Benefits for Full-Time Employees @ ____%				_____
Employee Benefits for Part-Time Employees @ ____%				_____
Total Employee Benefits				
Total Salaries and Employee Benefits				
C. NON-CAPITAL EQUIPMENT/SUPPLIES				
Office Supplies				_____
Postage				_____
IT Equipment				_____
Total Non-Capital Equipment/Supplies Expenses				
D. MATERIALS				
Educational Materials				_____
Food Demonstrations Materials				_____
Garden Materials				_____
Physical Activity Materials				_____
Printing & Duplication				_____
Total Materials Expenses				
E. TRAVEL & MILEAGE				
Travel				_____
Mileage				_____
Total Travel & Mileage				
F. BUILDING/SPACE				
Rent/Lease				_____
Event Fees				_____
Total Building/Space				
G. MAINTENANCE				
Utilities				_____
Telecommunication Costs				_____
Building Maintenance Fees				_____
Translation Services				_____
Total Maintenance Costs				
H. INDIRECT COST** (Max 10% of Personnel Cost excluding Fringe Benefits)				
I. TOTAL PROGRAM BUDGET				

*based on agency needs; update to include name and title.

**if requesting indirect costs, a copy of the indirect cost rate agreement is required. If the indirect cost rate is a provisional rate, the agreement should be less than 12 months of age.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE
 RFP 2016 – 003

PROGRAMMATIC BUDGET RECOMMENDATIONS

A. SALARIES	
Full Time Employees	
<ul style="list-style-type: none"> Position title and Name 	
Part Time Employees	
Additional program staff: Position title and Name	
B. EMPLOYEE BENEFITS	
Employee Benefits	
<ul style="list-style-type: none"> Full-Time Employee Benefits Part-Time Employee Benefits 	
C. NON-CAPITAL EQUIPMENT/SUPPLIES	
Office Supplies	IT Equipment
<ul style="list-style-type: none"> Paper, toner, pens, pencils, highlighters, notebooks, binders, file folders, staplers, staples, scissors, tape 	<ul style="list-style-type: none"> Desktop computers – two per agency Laptop computers (requires special approval from CDPH) – two per agency Printers (one per agency) Scanners (one per agency)
Postage	
D. MATERIALS	
Educational Materials	Garden Supplies
<ul style="list-style-type: none"> Flip charts USDA approved nutrition education curriculum MyPlate posters and display materials Food models, fat and sugar models 	<ul style="list-style-type: none"> Small garden tools (digging shovels, garden stakes, watering cans, gloves, plywood, hammers, nails, etc.) Soil, seeds and fruit trees Rolling carts
Food Demonstrations	Physical Activity Supplies
<ul style="list-style-type: none"> Food for recipe/taste testing, including supply costs (paper napkins, utensils, sample cups, paper goods) 	Jump ropes, pedometers, yoga mats, frisbees etc.
	Printing and Duplication
	<ul style="list-style-type: none"> Printing of handouts, flyers, etc. (will depend on target population)
E. TRAVEL & MILEAGE	
Travel*	Mileage
<ul style="list-style-type: none"> CDPH SNAP-Ed Implementation Forum (One time/year) <ul style="list-style-type: none"> Airfare, Lodging, Meals CDPH PSE Trainings for PSE implementation (One time/year) <ul style="list-style-type: none"> Airfare, Lodging, Meals Childhood Obesity Conference (Year 2 and 3 ONLY; 2 staff) <ul style="list-style-type: none"> Airfare, Lodging, Meals, Registration 	<ul style="list-style-type: none"> Mileage for program staff (DPH meetings, local mileage for program staff and trainings) Parking reimbursement
F. BUILDING/SPACE	
Rent/ Lease	Event Fees
<ul style="list-style-type: none"> Building Parking Rent fee 	<ul style="list-style-type: none"> Booth fees for approved community events (prior approval needed)
G. MAINTENANCE	
Telecommunications	Building Maintenance Fees
<ul style="list-style-type: none"> Telephone lines monthly fee Internet provider monthly fee Wi-Fi hotspots 	<ul style="list-style-type: none"> Security
Utilities	Insurance
H. INDIRECT COSTS	
<p>If requesting indirect costs, a copy of the indirect cost rate agreement is required. If the indirect cost rate is a provisional rate, the agreement should be less than 12 months of age.</p>	

APPENDIX D

REQUIRED FORMS

FOR

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH**

**CHAMPIONS FOR CHANGE- HEALTHY
COMMUNITIES INITIATIVE**

RFP 2016-003

APPENDIX D TABLE OF CONTENTS REQUIRED FORMS

EXHIBITS

BUSINESS FORMS

- 1 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 2 PROSPECTIVE CONTRACTOR REFERENCES
- 3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 4 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 5 PROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGMENTS
- 6 CERTIFICATION OF NO CONFLICT OF INTEREST
- 7 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 8 REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND
CBE FIRM/ORGANIZATION INFORMATION FORM
- 9 PROPOSER'S EEO CERTIFICATION
- 10 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 11 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM
AND APPLICATION FOR EXCEPTION

12- 15 COST FORMS (INTENTIONALLY OMITTED)

16-20 LIVING WAGE FORMS (INTENTIONALLY OMITTED)

- 21 CHARITABLE CONTRIBUTIONS CERTIFICATION
- 22 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION (INTENTIONALLY OMITTED)
- 23 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM
- 24 REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM
CONSIDERATION (INTENTIONALLY OMITTED)
- 25 ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION FORM

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003
REQUIRED FORMS - EXHIBIT 1**

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer’s/Agency Name: _____

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

1. 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.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 3.0 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

1. Proposer must:

Yes No Complete and submit the Mandatory Intent to Apply Form by the deadline described in Section 7.2 – RFP Timetable.

2. Proposer must be one of the following:

Yes No California, non-profit organization with 501(c)(3) status that has been in business for a minimum of two years; or

Yes No Non-profit without 501(c)(3) status that has been in business for a minimum of two years and applying through a credible fiscal sponsor; or

Yes No HeadStart and/or state preschools(s); or

Yes No School District; or

Yes No Faith-based organization

3. Proposers must have:

Yes No A business office within the geographical boundaries of Los Angeles County.

4. Proposers must have a minimum of two (2) years of experience within the last 10 years working on:

Yes No Nutrition education; or

Yes No Physical activity promotion; or

Yes No Policy, systems, and environmental changes to improve public health.

5. Yes No Complete and submit a Certification of Non-Acceptance of Tobacco Funds (Appendix R) certifying to the best of their ability that it does not accept funds from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company for the direct sale and/or marketing of tobacco products.

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.

On behalf of Proposer and as the 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.

Name:	Title:	
Email:	Fax #:	Phone #:
Mailing Address:	City, State, Zip Code:	
County WebVen Number:		
Internal Revenue Service Employee Identification Number	California Business License Number	
Signature (blue ink):	Date of Signature:	

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003
 REQUIRED FORMS - EXHIBIT 2**

PROSPECTIVE CONTRACTOR REFERENCES

Proposer's Name: _____

List Five (5) References where the same or similar scope of services was provided. References must be a contractual relationship, in which the Proposer received grant funding for services.

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003
 REQUIRED FORMS - EXHIBIT 3**

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Proposer's Name: _____

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

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

REQUIRED FORMS - EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

**REQUIRED FORMS – EXHIBIT 5
PROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGMENTS**

Name of Contractor: _____

Complete the following if appropriate. 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 a Proposer has no Pending Litigation and/or Judgments, provide a statement indicating so.

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

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
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

REQUIRED FORMS - EXHIBIT 8

Use this form for County Solicitations which are subject to the Federal Restriction

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____
CAGE CODE: _____ **NAICS CODE:** _____

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

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: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (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
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

**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)

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003
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.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

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

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

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

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

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

Proposer’s Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003
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:

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

REQUIRED FORMS - EXHIBITS 12 – 15: COST FORMS

INTENTIONALLY OMITTED

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

REQUIRED FORMS - EXHIBITS 16 – 20: LIVING WAGE FORMS

INTENTIONALLY OMITTED

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003

REQUIRED FORMS - EXHIBIT 21
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
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

REQUIRED FORMS - EXHIBIT 22

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

INTENTIONALLY OMITTED

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

REQUIRED FORMS EXHIBIT 23

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

**REQUIRED FORMS EXHIBIT 24
REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE
PREFERENCE PROGRAM CONSIDERATION**

INTENTIONALLY OMITTED

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHAMPIONS FOR CHANGE- HEALTHY COMMUNITIES INITIATIVE RFP 2016-003**

REQUIRED FORMS - EXHIBIT 25

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 the Champions for Change – Healthy Communities Initiative, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP, including the Sample Scope of Work, and any addenda thereto.

Signature of Authorized Representative of
Proposing/Contracting Entity

Date

Print Name

Title

For each exception, the Proposer shall provide:

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

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

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

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

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A 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 disadvantaged for the following reason(s): *(check all that apply)*

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

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 2013 are less than \$51,567 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, 2014.

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?

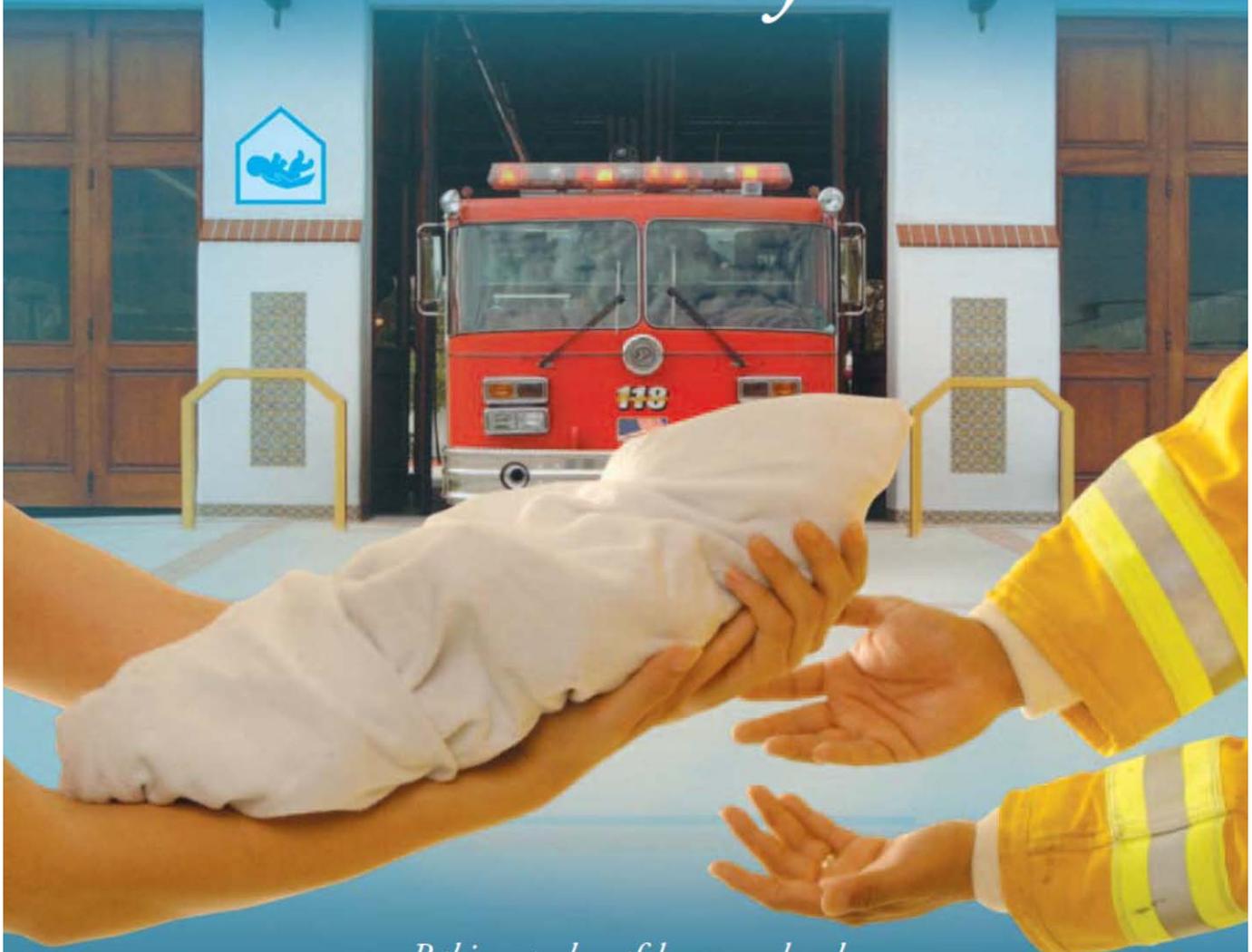
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 205991

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

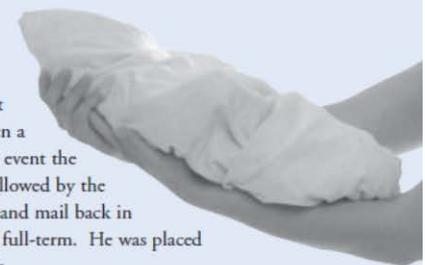
What is the Safely Surrendered Baby Law?

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

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

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.



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.

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Solo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



APPENDIX K
LIVING WAGE ORDINANCE
INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

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

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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

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

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

county contracting opportunities for the specified period is necessary to protect the county's interests.

- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
 - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- (Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
 - G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
 - H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

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

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

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

(Ord. 2000-0011 § 1 (part), 2000.)

APPENDIX- M
GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR
LAW/PAYROLL VIOLATIONS

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://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

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

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

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.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 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.)

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037101210	53.3%	YES
Los Angeles	06037104105	58.3%	YES
Los Angeles	06037104108	57.7%	YES
Los Angeles	06037104203	65.8%	YES
Los Angeles	06037104310	51.0%	YES
Los Angeles	06037104320	55.1%	YES
Los Angeles	06037104403	54.5%	YES
Los Angeles	06037104404	58.0%	YES
Los Angeles	06037104610	50.1%	YES
Los Angeles	06037104701	82.1%	YES
Los Angeles	06037104703	66.4%	YES
Los Angeles	06037104821	74.1%	YES
Los Angeles	06037104822	61.2%	YES
Los Angeles	06037106114	51.8%	YES
Los Angeles	06037106407	61.3%	YES
Los Angeles	06037106408	62.4%	YES
Los Angeles	06037106648	56.6%	YES
Los Angeles	06037113421	53.2%	YES
Los Angeles	06037115302	56.5%	YES
Los Angeles	06037115403	52.7%	YES
Los Angeles	06037115404	57.6%	YES
Los Angeles	06037117201	60.8%	YES
Los Angeles	06037117405	79.4%	YES
Los Angeles	06037117407	76.0%	YES
Los Angeles	06037117408	72.8%	YES
Los Angeles	06037117510	64.8%	YES
Los Angeles	06037117520	69.0%	YES
Los Angeles	06037117530	63.4%	YES
Los Angeles	06037119320	54.0%	YES
Los Angeles	06037119340	77.2%	YES
Los Angeles	06037119341	56.0%	YES
Los Angeles	06037119342	60.8%	YES
Los Angeles	06037120010	53.1%	YES
Los Angeles	06037120020	73.2%	YES
Los Angeles	06037120030	82.5%	YES
Los Angeles	06037120103	80.9%	YES
Los Angeles	06037120104	64.2%	YES
Los Angeles	06037120105	64.5%	YES
Los Angeles	06037120106	64.0%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037120107	78.6%	YES
Los Angeles	06037120108	66.2%	YES
Los Angeles	06037120400	51.3%	YES
Los Angeles	06037121101	50.0%	YES
Los Angeles	06037121222	57.1%	YES
Los Angeles	06037121801	55.6%	YES
Los Angeles	06037122120	52.0%	YES
Los Angeles	06037122122	63.7%	YES
Los Angeles	06037122410	71.8%	YES
Los Angeles	06037122420	56.2%	YES
Los Angeles	06037123010	57.9%	YES
Los Angeles	06037123203	62.1%	YES
Los Angeles	06037123204	52.2%	YES
Los Angeles	06037123205	53.3%	YES
Los Angeles	06037123206	56.3%	YES
Los Angeles	06037123304	56.8%	YES
Los Angeles	06037123410	55.3%	YES
Los Angeles	06037123420	56.5%	YES
Los Angeles	06037123520	57.1%	YES
Los Angeles	06037124103	64.1%	YES
Los Angeles	06037124104	57.5%	YES
Los Angeles	06037124105	57.7%	YES
Los Angeles	06037124203	52.8%	YES
Los Angeles	06037124204	61.7%	YES
Los Angeles	06037127102	50.8%	YES
Los Angeles	06037127103	60.4%	YES
Los Angeles	06037127220	64.7%	YES
Los Angeles	06037127400	56.1%	YES
Los Angeles	06037127520	66.3%	YES
Los Angeles	06037127603	50.4%	YES
Los Angeles	06037127604	56.1%	YES
Los Angeles	06037127605	56.2%	YES
Los Angeles	06037127712	60.9%	YES
Los Angeles	06037127803	54.8%	YES
Los Angeles	06037127805	59.3%	YES
Los Angeles	06037127806	53.7%	YES
Los Angeles	06037127910	60.4%	YES
Los Angeles	06037128102	56.6%	YES
Los Angeles	06037128210	70.0%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037128302	73.9%	YES
Los Angeles	06037128303	79.3%	YES
Los Angeles	06037128601	52.6%	YES
Los Angeles	06037131010	52.8%	YES
Los Angeles	06037132300	52.7%	YES
Los Angeles	06037132700	61.4%	YES
Los Angeles	06037134001	54.7%	YES
Los Angeles	06037134305	66.4%	YES
Los Angeles	06037134520	56.1%	YES
Los Angeles	06037134521	58.3%	YES
Los Angeles	06037134522	60.8%	YES
Los Angeles	06037134710	56.5%	YES
Los Angeles	06037183520	53.8%	YES
Los Angeles	06037183610	62.6%	YES
Los Angeles	06037183620	52.4%	YES
Los Angeles	06037183810	59.5%	YES
Los Angeles	06037183820	66.7%	YES
Los Angeles	06037185203	51.1%	YES
Los Angeles	06037185310	56.9%	YES
Los Angeles	06037185320	53.0%	YES
Los Angeles	06037186301	60.6%	YES
Los Angeles	06037186401	55.7%	YES
Los Angeles	06037186404	53.1%	YES
Los Angeles	06037187200	53.4%	YES
Los Angeles	06037190201	65.1%	YES
Los Angeles	06037190202	51.4%	YES
Los Angeles	06037190301	51.8%	YES
Los Angeles	06037190402	61.6%	YES
Los Angeles	06037190510	57.8%	YES
Los Angeles	06037190520	64.3%	YES
Los Angeles	06037190700	55.5%	YES
Los Angeles	06037190801	62.2%	YES
Los Angeles	06037190901	64.1%	YES
Los Angeles	06037190902	60.0%	YES
Los Angeles	06037191000	58.5%	YES
Los Angeles	06037191110	53.2%	YES
Los Angeles	06037191120	57.6%	YES
Los Angeles	06037191201	53.4%	YES
Los Angeles	06037191203	52.9%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037191204	54.8%	YES
Los Angeles	06037191301	53.7%	YES
Los Angeles	06037191302	50.7%	YES
Los Angeles	06037191410	62.6%	YES
Los Angeles	06037191420	60.1%	YES
Los Angeles	06037191500	59.0%	YES
Los Angeles	06037191610	51.9%	YES
Los Angeles	06037191620	62.5%	YES
Los Angeles	06037191710	57.8%	YES
Los Angeles	06037191720	61.1%	YES
Los Angeles	06037191810	63.2%	YES
Los Angeles	06037192510	53.9%	YES
Los Angeles	06037192520	66.1%	YES
Los Angeles	06037192610	68.0%	YES
Los Angeles	06037192620	59.6%	YES
Los Angeles	06037192700	60.4%	YES
Los Angeles	06037195710	61.4%	YES
Los Angeles	06037195802	52.8%	YES
Los Angeles	06037195901	50.0%	YES
Los Angeles	06037197700	62.0%	YES
Los Angeles	06037199000	65.5%	YES
Los Angeles	06037199120	65.2%	YES
Los Angeles	06037199201	56.8%	YES
Los Angeles	06037199202	55.0%	YES
Los Angeles	06037199400	60.8%	YES
Los Angeles	06037199700	64.7%	YES
Los Angeles	06037199800	56.2%	YES
Los Angeles	06037199900	66.2%	YES
Los Angeles	06037201120	53.8%	YES
Los Angeles	06037201200	60.3%	YES
Los Angeles	06037201301	61.6%	YES
Los Angeles	06037201503	58.1%	YES
Los Angeles	06037201504	51.8%	YES
Los Angeles	06037203100	74.3%	YES
Los Angeles	06037203200	61.7%	YES
Los Angeles	06037203500	54.5%	YES
Los Angeles	06037203600	63.6%	YES
Los Angeles	06037203710	62.2%	YES
Los Angeles	06037203720	79.2%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037203800	64.0%	YES
Los Angeles	06037203900	61.7%	YES
Los Angeles	06037204110	64.2%	YES
Los Angeles	06037204120	54.4%	YES
Los Angeles	06037204200	63.1%	YES
Los Angeles	06037204300	72.2%	YES
Los Angeles	06037204410	76.8%	YES
Los Angeles	06037204420	73.4%	YES
Los Angeles	06037204600	69.3%	YES
Los Angeles	06037204700	55.3%	YES
Los Angeles	06037204810	63.4%	YES
Los Angeles	06037204910	69.5%	YES
Los Angeles	06037204920	52.5%	YES
Los Angeles	06037205110	80.9%	YES
Los Angeles	06037205120	70.2%	YES
Los Angeles	06037206010	68.6%	YES
Los Angeles	06037206032	69.4%	YES
Los Angeles	06037206050	66.7%	YES
Los Angeles	06037206200	73.0%	YES
Los Angeles	06037206300	93.8%	YES
Los Angeles	06037207101	71.3%	YES
Los Angeles	06037207102	79.0%	YES
Los Angeles	06037207103	73.6%	YES
Los Angeles	06037207301	51.5%	YES
Los Angeles	06037207400	96.6%	YES
Los Angeles	06037207502	50.9%	YES
Los Angeles	06037208000	63.9%	YES
Los Angeles	06037208301	62.6%	YES
Los Angeles	06037208302	60.3%	YES
Los Angeles	06037208401	78.7%	YES
Los Angeles	06037208402	54.3%	YES
Los Angeles	06037208502	73.3%	YES
Los Angeles	06037208610	51.0%	YES
Los Angeles	06037208620	55.5%	YES
Los Angeles	06037208720	79.5%	YES
Los Angeles	06037208801	75.6%	YES
Los Angeles	06037208802	62.2%	YES
Los Angeles	06037208902	82.9%	YES
Los Angeles	06037208903	77.4%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037208904	91.6%	YES
Los Angeles	06037209102	79.3%	YES
Los Angeles	06037209103	90.1%	YES
Los Angeles	06037209104	83.0%	YES
Los Angeles	06037209200	63.3%	YES
Los Angeles	06037209300	65.4%	YES
Los Angeles	06037209401	80.2%	YES
Los Angeles	06037209402	78.2%	YES
Los Angeles	06037209403	88.4%	YES
Los Angeles	06037209510	65.0%	YES
Los Angeles	06037209520	76.9%	YES
Los Angeles	06037209810	74.4%	YES
Los Angeles	06037209820	76.0%	YES
Los Angeles	06037210010	69.9%	YES
Los Angeles	06037211122	56.9%	YES
Los Angeles	06037211201	67.6%	YES
Los Angeles	06037211202	54.6%	YES
Los Angeles	06037211310	72.0%	YES
Los Angeles	06037211320	54.1%	YES
Los Angeles	06037211703	58.6%	YES
Los Angeles	06037211803	54.2%	YES
Los Angeles	06037211910	64.1%	YES
Los Angeles	06037211922	59.0%	YES
Los Angeles	06037212102	66.6%	YES
Los Angeles	06037212202	73.7%	YES
Los Angeles	06037212203	75.0%	YES
Los Angeles	06037212204	78.1%	YES
Los Angeles	06037212303	62.9%	YES
Los Angeles	06037212304	64.6%	YES
Los Angeles	06037212305	74.0%	YES
Los Angeles	06037212306	61.2%	YES
Los Angeles	06037212410	52.1%	YES
Los Angeles	06037212420	68.3%	YES
Los Angeles	06037212501	53.2%	YES
Los Angeles	06037212620	53.6%	YES
Los Angeles	06037212800	53.2%	YES
Los Angeles	06037212900	62.1%	YES
Los Angeles	06037213100	52.1%	YES
Los Angeles	06037213201	70.5%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037213202	66.6%	YES
Los Angeles	06037213310	67.5%	YES
Los Angeles	06037213320	67.1%	YES
Los Angeles	06037213401	71.1%	YES
Los Angeles	06037213402	59.8%	YES
Los Angeles	06037218120	55.5%	YES
Los Angeles	06037218210	66.3%	YES
Los Angeles	06037218220	54.6%	YES
Los Angeles	06037218300	50.6%	YES
Los Angeles	06037218400	52.1%	YES
Los Angeles	06037218800	51.5%	YES
Los Angeles	06037218900	66.4%	YES
Los Angeles	06037219020	59.7%	YES
Los Angeles	06037219300	70.0%	YES
Los Angeles	06037219800	55.2%	YES
Los Angeles	06037219901	71.3%	YES
Los Angeles	06037219902	50.5%	YES
Los Angeles	06037220000	57.4%	YES
Los Angeles	06037221110	75.3%	YES
Los Angeles	06037221120	63.4%	YES
Los Angeles	06037221210	59.0%	YES
Los Angeles	06037221220	57.5%	YES
Los Angeles	06037221302	80.1%	YES
Los Angeles	06037221303	73.3%	YES
Los Angeles	06037221304	68.4%	YES
Los Angeles	06037221401	61.9%	YES
Los Angeles	06037221402	52.5%	YES
Los Angeles	06037221500	62.7%	YES
Los Angeles	06037221601	54.4%	YES
Los Angeles	06037221602	70.3%	YES
Los Angeles	06037221710	56.2%	YES
Los Angeles	06037221810	81.6%	YES
Los Angeles	06037221820	78.9%	YES
Los Angeles	06037221900	77.7%	YES
Los Angeles	06037222002	58.5%	YES
Los Angeles	06037222200	64.1%	YES
Los Angeles	06037222500	68.3%	YES
Los Angeles	06037222600	67.7%	YES
Los Angeles	06037222700	88.1%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037224010	84.8%	YES
Los Angeles	06037224020	61.7%	YES
Los Angeles	06037224200	66.3%	YES
Los Angeles	06037224310	83.5%	YES
Los Angeles	06037224320	75.8%	YES
Los Angeles	06037224410	66.7%	YES
Los Angeles	06037224420	72.4%	YES
Los Angeles	06037224600	70.6%	YES
Los Angeles	06037224700	88.7%	YES
Los Angeles	06037226001	74.9%	YES
Los Angeles	06037226002	64.7%	YES
Los Angeles	06037226410	67.6%	YES
Los Angeles	06037226420	77.6%	YES
Los Angeles	06037226700	75.5%	YES
Los Angeles	06037227010	85.2%	YES
Los Angeles	06037227020	69.5%	YES
Los Angeles	06037228100	77.2%	YES
Los Angeles	06037228210	69.6%	YES
Los Angeles	06037228220	75.4%	YES
Los Angeles	06037228310	74.2%	YES
Los Angeles	06037228320	74.8%	YES
Los Angeles	06037228410	72.3%	YES
Los Angeles	06037228420	70.7%	YES
Los Angeles	06037228500	72.8%	YES
Los Angeles	06037228600	81.0%	YES
Los Angeles	06037228710	68.0%	YES
Los Angeles	06037228720	68.8%	YES
Los Angeles	06037228800	73.5%	YES
Los Angeles	06037228900	81.5%	YES
Los Angeles	06037229100	64.8%	YES
Los Angeles	06037229200	66.9%	YES
Los Angeles	06037229300	87.9%	YES
Los Angeles	06037229410	82.0%	YES
Los Angeles	06037229420	66.6%	YES
Los Angeles	06037231100	79.6%	YES
Los Angeles	06037231210	67.3%	YES
Los Angeles	06037231220	67.3%	YES
Los Angeles	06037231300	69.1%	YES
Los Angeles	06037231400	63.4%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037231600	70.5%	YES
Los Angeles	06037231710	84.0%	YES
Los Angeles	06037231720	69.4%	YES
Los Angeles	06037231800	74.8%	YES
Los Angeles	06037231900	73.2%	YES
Los Angeles	06037232110	67.6%	YES
Los Angeles	06037232120	72.3%	YES
Los Angeles	06037232200	65.7%	YES
Los Angeles	06037232300	59.4%	YES
Los Angeles	06037232400	65.8%	YES
Los Angeles	06037232500	55.3%	YES
Los Angeles	06037232600	65.1%	YES
Los Angeles	06037232700	69.7%	YES
Los Angeles	06037232800	69.8%	YES
Los Angeles	06037234300	53.4%	YES
Los Angeles	06037234600	52.1%	YES
Los Angeles	06037234901	82.7%	YES
Los Angeles	06037234902	55.4%	YES
Los Angeles	06037235202	62.9%	YES
Los Angeles	06037236202	69.5%	YES
Los Angeles	06037236203	63.0%	YES
Los Angeles	06037236204	67.2%	YES
Los Angeles	06037237101	70.1%	YES
Los Angeles	06037237102	63.6%	YES
Los Angeles	06037237201	64.2%	YES
Los Angeles	06037237401	52.2%	YES
Los Angeles	06037237402	56.1%	YES
Los Angeles	06037237500	63.0%	YES
Los Angeles	06037237600	63.7%	YES
Los Angeles	06037237710	57.8%	YES
Los Angeles	06037237720	76.3%	YES
Los Angeles	06037237800	51.9%	YES
Los Angeles	06037238200	56.2%	YES
Los Angeles	06037238310	78.5%	YES
Los Angeles	06037238320	68.6%	YES
Los Angeles	06037239201	77.4%	YES
Los Angeles	06037239202	72.8%	YES
Los Angeles	06037239310	63.6%	YES
Los Angeles	06037239320	64.0%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037239330	67.8%	YES
Los Angeles	06037239501	67.0%	YES
Los Angeles	06037239502	60.8%	YES
Los Angeles	06037239601	78.8%	YES
Los Angeles	06037239602	74.7%	YES
Los Angeles	06037239701	77.7%	YES
Los Angeles	06037239702	65.4%	YES
Los Angeles	06037239801	80.2%	YES
Los Angeles	06037239802	78.5%	YES
Los Angeles	06037240010	67.2%	YES
Los Angeles	06037240020	56.8%	YES
Los Angeles	06037240200	69.2%	YES
Los Angeles	06037240300	62.9%	YES
Los Angeles	06037240401	61.4%	YES
Los Angeles	06037240402	67.6%	YES
Los Angeles	06037240500	75.0%	YES
Los Angeles	06037240600	65.3%	YES
Los Angeles	06037240700	60.3%	YES
Los Angeles	06037240800	67.6%	YES
Los Angeles	06037240900	70.3%	YES
Los Angeles	06037241001	64.4%	YES
Los Angeles	06037241002	60.5%	YES
Los Angeles	06037241110	65.9%	YES
Los Angeles	06037241120	75.4%	YES
Los Angeles	06037241201	52.2%	YES
Los Angeles	06037241202	61.0%	YES
Los Angeles	06037241300	55.4%	YES
Los Angeles	06037241400	62.9%	YES
Los Angeles	06037242000	58.5%	YES
Los Angeles	06037242100	86.1%	YES
Los Angeles	06037242200	68.5%	YES
Los Angeles	06037242300	59.7%	YES
Los Angeles	06037242600	80.0%	YES
Los Angeles	06037242700	76.4%	YES
Los Angeles	06037243000	68.0%	YES
Los Angeles	06037243100	65.2%	YES
Los Angeles	06037265303	85.9%	YES
Los Angeles	06037265304	87.5%	YES
Los Angeles	06037265305	68.7%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037269601	57.1%	YES
Los Angeles	06037275102	53.1%	YES
Los Angeles	06037275500	59.6%	YES
Los Angeles	06037291120	61.1%	YES
Los Angeles	06037291210	53.3%	YES
Los Angeles	06037293202	64.1%	YES
Los Angeles	06037294302	56.7%	YES
Los Angeles	06037294421	51.9%	YES
Los Angeles	06037294510	55.9%	YES
Los Angeles	06037294610	57.0%	YES
Los Angeles	06037294701	63.9%	YES
Los Angeles	06037294810	76.5%	YES
Los Angeles	06037294820	74.5%	YES
Los Angeles	06037294830	66.9%	YES
Los Angeles	06037294900	67.0%	YES
Los Angeles	06037296210	61.8%	YES
Los Angeles	06037296220	71.9%	YES
Los Angeles	06037296500	53.0%	YES
Los Angeles	06037296600	61.8%	YES
Los Angeles	06037297110	59.9%	YES
Los Angeles	06037301502	54.6%	YES
Los Angeles	06037302103	52.6%	YES
Los Angeles	06037302201	55.9%	YES
Los Angeles	06037302202	51.6%	YES
Los Angeles	06037302302	50.7%	YES
Los Angeles	06037302401	53.8%	YES
Los Angeles	06037302503	51.6%	YES
Los Angeles	06037302504	51.5%	YES
Los Angeles	06037302505	62.8%	YES
Los Angeles	06037320201	57.1%	YES
Los Angeles	06037320300	56.4%	YES
Los Angeles	06037400604	50.0%	YES
Los Angeles	06037402303	65.7%	YES
Los Angeles	06037402304	73.6%	YES
Los Angeles	06037402406	53.4%	YES
Los Angeles	06037402501	62.6%	YES
Los Angeles	06037402502	56.7%	YES
Los Angeles	06037402600	50.1%	YES
Los Angeles	06037402702	70.2%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037402801	74.5%	YES
Los Angeles	06037402803	61.2%	YES
Los Angeles	06037402804	68.2%	YES
Los Angeles	06037402902	50.3%	YES
Los Angeles	06037402903	55.5%	YES
Los Angeles	06037403200	69.2%	YES
Los Angeles	06037404201	69.1%	YES
Los Angeles	06037404301	52.6%	YES
Los Angeles	06037404702	55.4%	YES
Los Angeles	06037404703	55.3%	YES
Los Angeles	06037405101	51.2%	YES
Los Angeles	06037405102	53.9%	YES
Los Angeles	06037407701	56.3%	YES
Los Angeles	06037408138	56.0%	YES
Los Angeles	06037408139	68.1%	YES
Los Angeles	06037408211	53.2%	YES
Los Angeles	06037408724	56.7%	YES
Los Angeles	06037408800	70.7%	YES
Los Angeles	06037432201	58.3%	YES
Los Angeles	06037432401	58.1%	YES
Los Angeles	06037432402	58.1%	YES
Los Angeles	06037432700	51.4%	YES
Los Angeles	06037432801	52.9%	YES
Los Angeles	06037432802	55.6%	YES
Los Angeles	06037433102	60.3%	YES
Los Angeles	06037433200	54.9%	YES
Los Angeles	06037433302	68.4%	YES
Los Angeles	06037433304	55.8%	YES
Los Angeles	06037433305	66.4%	YES
Los Angeles	06037433306	71.7%	YES
Los Angeles	06037433402	70.9%	YES
Los Angeles	06037433403	63.9%	YES
Los Angeles	06037433501	69.4%	YES
Los Angeles	06037433503	70.1%	YES
Los Angeles	06037433504	60.4%	YES
Los Angeles	06037433602	62.1%	YES
Los Angeles	06037433801	68.2%	YES
Los Angeles	06037433901	66.0%	YES
Los Angeles	06037433902	52.9%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037434001	60.0%	YES
Los Angeles	06037434003	55.8%	YES
Los Angeles	06037434004	54.4%	YES
Los Angeles	06037461502	53.0%	YES
Los Angeles	06037461600	54.6%	YES
Los Angeles	06037462001	53.8%	YES
Los Angeles	06037462002	60.7%	YES
Los Angeles	06037462201	54.7%	YES
Los Angeles	06037481711	53.2%	YES
Los Angeles	06037481712	51.7%	YES
Los Angeles	06037481714	53.0%	YES
Los Angeles	06037482303	51.8%	YES
Los Angeles	06037482304	55.2%	YES
Los Angeles	06037482502	52.8%	YES
Los Angeles	06037482503	52.3%	YES
Los Angeles	06037500500	52.0%	YES
Los Angeles	06037501400	54.3%	YES
Los Angeles	06037501803	60.5%	YES
Los Angeles	06037501804	55.7%	YES
Los Angeles	06037502302	63.0%	YES
Los Angeles	06037502902	58.2%	YES
Los Angeles	06037503000	54.5%	YES
Los Angeles	06037530500	58.6%	YES
Los Angeles	06037530601	50.6%	YES
Los Angeles	06037530602	53.2%	YES
Los Angeles	06037530700	52.6%	YES
Los Angeles	06037530801	58.8%	YES
Los Angeles	06037530902	76.0%	YES
Los Angeles	06037531101	64.9%	YES
Los Angeles	06037531102	53.0%	YES
Los Angeles	06037531201	67.6%	YES
Los Angeles	06037531202	58.9%	YES
Los Angeles	06037531301	66.4%	YES
Los Angeles	06037531302	62.1%	YES
Los Angeles	06037531502	59.6%	YES
Los Angeles	06037531503	61.0%	YES
Los Angeles	06037531504	68.5%	YES
Los Angeles	06037531602	62.8%	YES
Los Angeles	06037531603	50.4%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037531604	73.5%	YES
Los Angeles	06037531701	56.4%	YES
Los Angeles	06037531702	56.0%	YES
Los Angeles	06037531800	53.1%	YES
Los Angeles	06037531901	52.8%	YES
Los Angeles	06037532001	51.6%	YES
Los Angeles	06037532002	53.4%	YES
Los Angeles	06037532101	55.3%	YES
Los Angeles	06037532200	52.8%	YES
Los Angeles	06037532302	53.4%	YES
Los Angeles	06037532304	53.7%	YES
Los Angeles	06037532400	62.7%	YES
Los Angeles	06037532500	52.4%	YES
Los Angeles	06037532603	69.2%	YES
Los Angeles	06037532604	54.8%	YES
Los Angeles	06037532605	71.3%	YES
Los Angeles	06037532606	73.6%	YES
Los Angeles	06037532700	61.7%	YES
Los Angeles	06037532800	75.3%	YES
Los Angeles	06037532900	76.6%	YES
Los Angeles	06037533001	69.7%	YES
Los Angeles	06037533002	54.0%	YES
Los Angeles	06037533103	74.1%	YES
Los Angeles	06037533104	85.1%	YES
Los Angeles	06037533105	76.7%	YES
Los Angeles	06037533106	65.5%	YES
Los Angeles	06037533107	55.7%	YES
Los Angeles	06037533201	68.9%	YES
Los Angeles	06037533203	55.3%	YES
Los Angeles	06037533300	57.6%	YES
Los Angeles	06037533401	55.4%	YES
Los Angeles	06037533402	54.3%	YES
Los Angeles	06037533403	58.3%	YES
Los Angeles	06037533501	62.4%	YES
Los Angeles	06037533503	55.0%	YES
Los Angeles	06037533601	65.0%	YES
Los Angeles	06037533602	59.6%	YES
Los Angeles	06037533603	62.9%	YES
Los Angeles	06037533701	60.1%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037533702	61.4%	YES
Los Angeles	06037533703	61.5%	YES
Los Angeles	06037533803	58.9%	YES
Los Angeles	06037533804	55.7%	YES
Los Angeles	06037533805	56.2%	YES
Los Angeles	06037533806	58.3%	YES
Los Angeles	06037533901	64.1%	YES
Los Angeles	06037533902	66.6%	YES
Los Angeles	06037534001	63.6%	YES
Los Angeles	06037534101	70.9%	YES
Los Angeles	06037534102	66.0%	YES
Los Angeles	06037534201	70.0%	YES
Los Angeles	06037534202	68.5%	YES
Los Angeles	06037534203	67.4%	YES
Los Angeles	06037534301	62.0%	YES
Los Angeles	06037534302	62.3%	YES
Los Angeles	06037534403	50.6%	YES
Los Angeles	06037534404	60.3%	YES
Los Angeles	06037534405	59.7%	YES
Los Angeles	06037534406	66.7%	YES
Los Angeles	06037534501	57.0%	YES
Los Angeles	06037534502	58.4%	YES
Los Angeles	06037534803	58.8%	YES
Los Angeles	06037534804	62.3%	YES
Los Angeles	06037534900	59.0%	YES
Los Angeles	06037535001	60.5%	YES
Los Angeles	06037535002	62.1%	YES
Los Angeles	06037535101	56.2%	YES
Los Angeles	06037535102	57.7%	YES
Los Angeles	06037535200	76.2%	YES
Los Angeles	06037535300	61.2%	YES
Los Angeles	06037535400	76.1%	YES
Los Angeles	06037535501	65.3%	YES
Los Angeles	06037535503	76.2%	YES
Los Angeles	06037535603	53.2%	YES
Los Angeles	06037535604	66.6%	YES
Los Angeles	06037535605	50.9%	YES
Los Angeles	06037535606	68.6%	YES
Los Angeles	06037535702	59.6%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037535803	65.1%	YES
Los Angeles	06037540000	52.5%	YES
Los Angeles	06037540201	67.4%	YES
Los Angeles	06037540202	68.9%	YES
Los Angeles	06037540203	58.4%	YES
Los Angeles	06037540300	54.1%	YES
Los Angeles	06037540400	76.2%	YES
Los Angeles	06037540501	62.1%	YES
Los Angeles	06037540502	56.7%	YES
Los Angeles	06037540600	66.5%	YES
Los Angeles	06037540700	59.9%	YES
Los Angeles	06037540901	52.6%	YES
Los Angeles	06037541001	51.0%	YES
Los Angeles	06037541300	50.6%	YES
Los Angeles	06037541400	70.7%	YES
Los Angeles	06037541500	62.1%	YES
Los Angeles	06037541603	70.5%	YES
Los Angeles	06037541604	74.4%	YES
Los Angeles	06037541605	62.6%	YES
Los Angeles	06037541606	66.3%	YES
Los Angeles	06037541700	50.2%	YES
Los Angeles	06037541801	60.0%	YES
Los Angeles	06037541802	58.5%	YES
Los Angeles	06037542000	53.8%	YES
Los Angeles	06037542103	58.7%	YES
Los Angeles	06037542105	61.4%	YES
Los Angeles	06037542106	68.5%	YES
Los Angeles	06037542200	56.3%	YES
Los Angeles	06037542501	54.6%	YES
Los Angeles	06037542502	54.6%	YES
Los Angeles	06037542601	65.1%	YES
Los Angeles	06037542602	56.0%	YES
Los Angeles	06037542700	57.5%	YES
Los Angeles	06037543201	56.9%	YES
Los Angeles	06037543202	53.0%	YES
Los Angeles	06037550000	54.0%	YES
Los Angeles	06037551101	53.9%	YES
Los Angeles	06037551102	51.4%	YES
Los Angeles	06037553502	51.7%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037553504	52.0%	YES
Los Angeles	06037553602	53.4%	YES
Los Angeles	06037553701	58.5%	YES
Los Angeles	06037553702	55.6%	YES
Los Angeles	06037553801	50.9%	YES
Los Angeles	06037553802	61.9%	YES
Los Angeles	06037553902	57.8%	YES
Los Angeles	06037554101	66.8%	YES
Los Angeles	06037554105	52.1%	YES
Los Angeles	06037554204	62.0%	YES
Los Angeles	06037554403	55.8%	YES
Los Angeles	06037554404	58.0%	YES
Los Angeles	06037555211	61.6%	YES
Los Angeles	06037555212	61.8%	YES
Los Angeles	06037570204	51.7%	YES
Los Angeles	06037570303	58.3%	YES
Los Angeles	06037570304	54.8%	YES
Los Angeles	06037570403	51.6%	YES
Los Angeles	06037570603	64.1%	YES
Los Angeles	06037571600	85.4%	YES
Los Angeles	06037572500	67.6%	YES
Los Angeles	06037572800	89.4%	YES
Los Angeles	06037572900	56.8%	YES
Los Angeles	06037573002	68.5%	YES
Los Angeles	06037573004	63.0%	YES
Los Angeles	06037573201	53.5%	YES
Los Angeles	06037573202	64.7%	YES
Los Angeles	06037573300	70.2%	YES
Los Angeles	06037574700	100.0%	YES
Los Angeles	06037575101	57.2%	YES
Los Angeles	06037575102	69.9%	YES
Los Angeles	06037575103	50.9%	YES
Los Angeles	06037575201	61.9%	YES
Los Angeles	06037575202	57.8%	YES
Los Angeles	06037575300	75.8%	YES
Los Angeles	06037575401	71.4%	YES
Los Angeles	06037575402	65.1%	YES
Los Angeles	06037575500	66.7%	YES
Los Angeles	06037575801	83.2%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037575802	74.3%	YES
Los Angeles	06037575803	63.9%	YES
Los Angeles	06037575901	58.5%	YES
Los Angeles	06037575902	57.6%	YES
Los Angeles	06037576200	53.8%	YES
Los Angeles	06037576301	58.5%	YES
Los Angeles	06037576302	57.9%	YES
Los Angeles	06037576401	78.4%	YES
Los Angeles	06037576402	63.2%	YES
Los Angeles	06037576403	69.6%	YES
Los Angeles	06037576502	57.1%	YES
Los Angeles	06037576503	50.2%	YES
Los Angeles	06037576801	56.7%	YES
Los Angeles	06037576901	69.2%	YES
Los Angeles	06037576903	59.7%	YES
Los Angeles	06037576904	50.5%	YES
Los Angeles	06037600100	68.4%	YES
Los Angeles	06037600201	57.9%	YES
Los Angeles	06037600202	63.5%	YES
Los Angeles	06037600303	52.8%	YES
Los Angeles	06037600304	68.4%	YES
Los Angeles	06037600602	69.5%	YES
Los Angeles	06037601001	56.9%	YES
Los Angeles	06037601100	64.2%	YES
Los Angeles	06037601202	53.6%	YES
Los Angeles	06037601211	66.2%	YES
Los Angeles	06037601212	56.2%	YES
Los Angeles	06037601303	52.9%	YES
Los Angeles	06037601501	68.7%	YES
Los Angeles	06037601502	59.6%	YES
Los Angeles	06037601700	59.1%	YES
Los Angeles	06037601801	65.4%	YES
Los Angeles	06037601802	57.4%	YES
Los Angeles	06037601900	60.2%	YES
Los Angeles	06037602003	60.5%	YES
Los Angeles	06037602104	54.3%	YES
Los Angeles	06037602105	51.9%	YES
Los Angeles	06037602504	53.4%	YES
Los Angeles	06037602505	62.7%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037602507	52.7%	YES
Los Angeles	06037602801	71.0%	YES
Los Angeles	06037602900	51.0%	YES
Los Angeles	06037603704	53.9%	YES
Los Angeles	06037604001	54.6%	YES
Los Angeles	06037700102	50.2%	YES
Los Angeles	06037701100	90.5%	YES
Los Angeles	06037900102	73.2%	YES
Los Angeles	06037900103	54.7%	YES
Los Angeles	06037900104	59.5%	YES
Los Angeles	06037900501	55.1%	YES
Los Angeles	06037900505	52.3%	YES
Los Angeles	06037900506	50.2%	YES
Los Angeles	06037900602	65.9%	YES
Los Angeles	06037900605	50.6%	YES
Los Angeles	06037900606	60.8%	YES
Los Angeles	06037900607	61.8%	YES
Los Angeles	06037900609	52.4%	YES
Los Angeles	06037900701	59.2%	YES
Los Angeles	06037900703	50.3%	YES
Los Angeles	06037900704	55.7%	YES
Los Angeles	06037900804	61.9%	YES
Los Angeles	06037900806	73.8%	YES
Los Angeles	06037901010	51.6%	YES
Los Angeles	06037910001	54.9%	YES
Los Angeles	06037910002	52.7%	YES
Los Angeles	06037910101	52.4%	YES
Los Angeles	06037910402	71.6%	YES
Los Angeles	06037910403	82.7%	YES
Los Angeles	06037910404	57.0%	YES
Los Angeles	06037910501	86.4%	YES
Los Angeles	06037910502	68.8%	YES
Los Angeles	06037910504	70.1%	YES
Los Angeles	06037910601	69.3%	YES
Los Angeles	06037910602	61.4%	YES
Los Angeles	06037910603	51.2%	YES
Los Angeles	06037910605	51.2%	YES
Los Angeles	06037910606	64.2%	YES
Los Angeles	06037910711	59.8%	YES

LIST OF QUALIFYING CENSUS TRACTS
American Community Survey 2010-2014

County	Census Tract	All Races Prop. < 185% FPL	Eligible All Races < 185% FPL
Los Angeles	06037910713	58.0%	YES
Los Angeles	06037910714	56.3%	YES
Los Angeles	06037920336	53.9%	YES
Los Angeles	06037920337	52.7%	YES
Los Angeles	06037980004	100.0%	YES
Los Angeles	06037980008	60.7%	YES
Los Angeles	06037980010	88.0%	YES
Los Angeles	06037980014	68.3%	YES
Los Angeles	06037980015	59.4%	YES
Los Angeles	06037980023	100.0%	YES

LISTING OF REFERENCE DOCUMENTS

1. Addressing Obesity Disparities
http://www.cdc.gov/obesity/health_equity/addressingtheissue.html.
2. Alliance for a Healthier Generation
https://www.healthiergeneration.org/take_action/schools/breakfast_and_lunch/.
3. Best Practices for Child Care Nutrition and Physical Activity Environments
<http://www.healthybeveragesinchildcare.org/bestpractices/BestPracticesHandbook.pdf>
4. California Department of Public Health- Physical Activity Resource Guide
<http://www.cdph.ca.gov/programs/cpns/Documents/CDPH-PA-ResourceGuide-v1r14.pdf>
5. California Department of Public Health- Retail Program
<http://www.cdph.ca.gov/programs/cpns/Pages/RetailPSE.aspx>
6. California Department of Public Health- Starting a Farmers' Market
<https://www.cdph.ca.gov/programs/cpns/Documents/CFBK-StartFarmersMarket.pdf>
7. California Department of Public Health FFY 2016 SNAP-Ed Approved Curricula List
<https://www.cdph.ca.gov/programs/NEOPB/Documents/NEOPB-ApprovedCurriculaListFFY16-2015-07-16.pdf>
8. ChangeLab Solutions - Complete Parks Playbook
<http://www.changelabsolutions.org/publications/complete-parks>
9. ChangeLab Solutions - Seeding the City
<http://www.changelabsolutions.org/publications/seeding-city>
10. Community-Based Participatory Research
<https://ccph.memberclicks.net/cbpr-curriculum-unit-1>
11. Community Food Systems
<http://www.fns.usda.gov/farmtoschool/farm-school>
12. District Locator
<http://egis1.lacounty.gov/districtlocator/>
13. Eat Smart Move More North Carolina
<http://www.eatsmartmovemorenc.com/FreshProduce/FreshProduce.html>
<http://www.eatsmartmovemorenc.com/Gardens/Gardens.html>
14. Faithful Families Eating Smart and Moving More
<http://www.faithfulfamiliesesmm.org/>

15. Youth Participatory Action Research
<https://www.cdph.ca.gov/programs/cpns/Pages/YouthEngagement.aspx>
16. Obesity and Related Mortality in Los Angeles County
http://publichealth.lacounty.gov/ha/reports/habriefs/2007/Obese_Cities/Obesity_2011Fs.pdf
17. Smarter Lunchroom Movement
<http://smarterlunchrooms.org/>
18. Safe Routes
<http://www.saferoutesinfo.org/>
19. Supplemental Nutrition Assistance Program Education Guidance
<https://snaped.fns.usda.gov/snap/Guidance/FinalFY2016SNAP-EdGuidance.pdf>
20. Team Nutrition
<http://www.fns.usda.gov/tn/local-school-wellness-policy>

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHAMPIONS FOR CHANGE - HEALTHY COMMUNITIES INITIATIVE RFP 2016-003

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

Proposer's/Agency Name:

The applicant named above hereby certifies to the best of its ability that it does not accept funds from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company for the direct sale and/or marketing of tobacco products.

I, the Official named below, hereby swear that I am duly authorized legally to bind the Proposer to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Name:	Title:
Signature (blue ink):	Date of Signature:

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHAMPIONS FOR CHANGE – HEALTHY COMMUNITIES INITIATIVE RFP 2016-003
 MANDATORY INTENT TO APPLY FORM**

Proposer’s/Agency Name:

Proposers **must** complete and submit Appendix S (Mandatory Intent to Apply Form) by the due date and time specified in Section 7.2 – RFP Timetable by e-mail transmission (PDF format only) to the County's representative identified below in order for the proposal to be eligible for review. The submission of the form is a Proposer Minimum Mandatory Requirement, as outlined in RFP Section 3.0 (Proposer's Minimum Mandatory Requirements).

Proposer shall be solely responsible for verifying his/her form was received with the County representative below. All verifications **must** be requested via e-mail transmission.

Jose C. Garcia
 E-mail: jsgarcia@ph.lacounty.gov

By submitting this form, the Proposer understands that each form is a non-binding commitment, but merely serves to provide DPH with the Proposer’s interests in the RFP for planning and evaluation purposes.

SECTION A: PROPOSAL INFORMATION (The County of Los Angeles understands that the information provided in this section is tentative and that the Proposer may choose to revise upon submission of their proposal)

Indicate the PSE strategies selected for the Initiative. At least two (2) PSE strategies (DPH-approved PSE strategy interventions are outlined in RFP <i>Table 1: Menu of Evidence-based PSE Strategies</i>): one from the institutional layer and one from the environmental layer of the SEM:	MANDATORY Selected Institutional PSE: _____ Location (Qualifying Census Tract, etc.): _____	MANDATORY Selected Environmental PSE: _____ Location (Qualifying Census Tract, etc.): _____
	OPTIONAL Institutional PSE(s): 1. _____ 2. _____ 3. _____	OPTIONAL Environmental PSE(s): 1. _____ 2. _____ 3. _____

SECTION B: PROPOSER’S RFP CONTACT REPRESENTATIVE (Identify the person who will be the County’s point of contact in relation to all notifications related to this RFP.)

Name:	Title:
Email:	Phone #:

SECTION C: PROPOSER’S AUTHORIZED PERSON AND SIGNATURE (Identify the person authorized to sign on behalf of the Proposer and to bind the applicant in the Contract.)

Name:	Title:	
Email:	Fax #:	Phone #:
Mailing Address:	City, State, Zip Code:	
Signature (blue ink):	Date of Signature:	