



**DEPARTMENT OF PUBLIC HEALTH**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN  
THE CITY OF LONG BEACH**

**RFP #2016-005**

**August 17, 2016**

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

---

## TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION .....</b>	<b>6</b>
1.1	Purpose .....	8
1.2	Program and Technical Requirements .....	9
1.3	Availability of Funding .....	9
<b>2.0</b>	<b>CONTRACT FOR COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH.....</b>	<b>10</b>
2.1	Statement of Work.....	10
2.2	Sample Contract: Standard County Terms and Conditions .....	10
<b>3.0</b>	<b>PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS .....</b>	<b>11</b>
<b>4.0</b>	<b>COUNTY’S RIGHTS AND RESPONSIBILITIES .....</b>	<b>12</b>
4.1	Final Contract Award by the Board of Supervisors .....	12
4.2	County Option to Reject Proposals or Cancel Solicitation .....	12
4.3	County’s Right to Amend Request for Proposals .....	12
4.4	Background and Security Investigations.....	13
4.5	County’s Quality Assurance Plan .....	13
<b>5.0</b>	<b>PROPOSER’S REQUIREMENTS AND CERTIFICATIONS .....</b>	<b>13</b>
5.1	Notice to Proposers Concerning the Public Records Act.....	13
5.2	Contact with County Personnel .....	14
5.3	Mandatory Requirement to Register on County’s WebVen .....	15
5.4	Protest Policy Review Process .....	15
5.5	Injury and Illness Prevention Program.....	16
5.6	Confidentiality and Independent Contractor Status .....	16
5.7	Conflict of Interest.....	16
5.8	Determination of Proposer Responsibility.....	17
5.9	Proposer Debarment .....	18
5.10	Adherence to County’s Child Support Compliance Program .....	20
5.11	Gratuities .....	20
5.12	Notice to Proposers Regarding the County Lobbyist Ordinance .....	21
5.13	Federal Earned Income Credit.....	22
5.14	Consideration of GAIN/GROW Participants for Employment .....	22

## TABLE OF CONTENTS

5.15 Recycled Bond Paper.....	22
5.16 Safely Surrendered Baby Law .....	22
5.17 Compliance with the County’s Jury Service Program .....	23
5.18 Living Wage Program (Intentionally Omitted) .....	24
5.19 Notification to County of Pending Acquisitions/Mergers .....	24
5.20 Proposer’s Charitable Contributions Compliance .....	25
5.21 Defaulted Property Tax Reduction Program.....	26
5.22 Time Off for Voting .....	27
<b>6.0 COUNTY’S PREFERENCE PROGRAMS .....</b>	<b>27</b>
6.1 County Policy on Doing Business with Small Business.....	27
6.2 Local Small Business Enterprise Preference Program (LSBE) .....	27
6.3 Local Small Business Enterprise (SBE) Prompt Payment Program .....	28
6.4 Disabled Veteran Business Enterprise Preference Program (DVBE) (Intentionally Omitted) .....	28
6.5 Transitional Job Opportunities Preference Program (Intentionally Omitted).28	
<b>7.0 PROPOSAL SUBMISSION REQUIREMENTS .....</b>	<b>28</b>
7.1 Truth and Accuracy of Representations .....	28
7.2 RFP Timetable.....	28
7.3 Solicitation Requirements Review .....	28
7.4 Proposer’s Questions .....	30
7.5 Submission of Application for Exemption to Living Wage Program (Intentionally Omitted) .....	31
7.6 Mandatory Proposer Conference (Intentionally Omitted).....	31
7.7 Preparation of the Proposal.....	31
7.8 Proposal Format.....	32
7.9 Cost Proposal Format (Intentionally Omitted).....	48
7.10 Firm Offer/Withdrawal of Proposal.....	48
7.11 Proposal Submission.....	48
<b>8.0 SELECTION PROCESS AND EVALUATION CRITERIA.....</b>	<b>49</b>
8.1 Selection Process.....	50
8.2 Stage 1 Review: Adherence to Minimum Mandatory Qualifications	

## TABLE OF CONTENTS

(Pass/Fail) .....	50
8.3 Disqualification Review.....	51
8.4 Stage 2 Review: Proposal Evaluation and Criteria .....	51
8.5 Stage 3 Review: Final Review and Selection.....	54
8.6 Cost Proposal Evaluation Criteria (Intentionally Omitted).....	57
8.7 Labor Law/Payroll Violations (Intentionally Omitted) .....	57
8.8 Department's Proposed Contractor Selection Review .....	57
8.9 County Independent Review Process.....	59

## TABLE OF CONTENTS

### APPENDICES:

- A Statement of Work for Comprehensive HIV and STD Prevention Services:** Explains in detail the required services to be performed by the selected Contractor(s).
- B-1 Budget Instructions:** Budget instructions that Proposer is to use for Comprehensive HIV and STD Prevention Services justification and related costs.
- B-2 Budget Justification:** Budget justification template that Proposer is to use and submit for Comprehensive HIV and STD Prevention Services to explain how each costs fiscally supports the activities of the proposed program.
- B-3 Budget Tool:** Budget template that Proposer is to use and submit for Comprehensive HIV and STD Prevention Services related costs.
- C Sample Contract:** Identifies the terms and conditions in the Contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Request for Proposal (RFP) Transmittal to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business with Small Business:** 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 Minimum Mandatory Qualifications Form:** Provides a format for Proposers to develop and submit a response to the RFP Minimum Mandatory Qualifications requirement for Comprehensive HIV and STD Prevention Services.
- L Intentionally Omitted**

## TABLE OF CONTENTS

- M**      **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).
  
- N**      **Defaulted Property Tax Reduction Program:** County Code.

## 1.0 INTRODUCTION

Los Angeles County (LAC) spans over 4,000 square miles and includes 88 cities, one of which is Long Beach. Long Beach is the second largest city in LAC after the City of Los Angeles, with a population of approximately 473,000 residents.

The geographical regions in LAC most significantly impacted by the HIV/AIDS and STD epidemics are the central and southern corridors. The County of Los Angeles (County), Department of Public Health's (DPH) Division of HIV and STD Programs (DHSP) has targeted these regions where it is known that innovative HIV and STD prevention interventions and services can be the most impactful. The South Bay is the area of LAC with the second largest proportion of people living with HIV (16% of persons diagnosed with HIV in LAC in 2013 resided in the South Bay area).

In conjunction with targeting specific geographical areas, it is important to direct services to populations with the greatest need in order to reduce HIV burden. As of 2014, there were approximately 58,500 people living with HIV/AIDS in LAC. Among this population, men who have sex with men (MSM) (including MSM injection drug users) account for 83% of all reported HIV and AIDS cases. Put another way, MSM bear the largest disease burden of any population in LAC with four of every five people living with HIV/AIDS (PLWHA) identifying as MSM.

In addition, MSM in LAC have high rates of STDs relative to other subgroups. Data on STD positivity among patients presenting for STD care at the 12 DPH STD Clinics in LAC for 2015 show the highest STD positivity for MSM compared to men who have sex with women (MSW), and women. MSM testing for STDs at the STD clinics in 2015 had a gonorrhea testing positivity rate of 18.5%, 13.3% for Chlamydia and 5.4% for early syphilis. Additionally, in 2015, approximately 59.2% of all MSM with early syphilis in LAC were co-infected with HIV.

There are also disturbing trends in the transgender community. DHSP estimates that as of 2014, there are 13,784 transgender individuals living in LAC, with a range of 7,214 to 21,642 evenly split between transgender women and transgender men. Transgender women face a high prevalence of HIV infection which may be attributable to the significant barriers they face maintaining their overall health and wellbeing, including lack of health care access. Gender role expectations, transphobia, stigma, violence, social isolation and rejection from friends, family, and community can create additional challenges causing overwhelming emotional pressures when dealing with an HIV diagnosis, especially for transgender

individuals. Feelings of non-acceptance, fear of stigma and isolation drives up risk for infection by exacerbating risky behaviors.

The estimated HIV prevalence in LAC of transgender women is 17.1% and 0.78% for transgender men. For transgender persons there are significant racial/ethnic disparities in HIV prevalence with the highest percentages of new HIV positive tests being among African Americans (48.3%), followed by Native Americans (26.9%), Latinas (17.1%), Whites (4.6%), and Asian/ Pacific Islanders (3.7%). Consistent with those estimates, data on STD prevalence among transgender individuals showed that in 2011, 15.8% of transgender women who were tested at a County public health center tested positive for syphilis.

A high prevalence of other STDs and high rates of undiagnosed/untreated STDs contribute to the HIV epidemic. STDs are associated with an increased risk of HIV transmission and can complicate HIV treatment and care for PLWHA. MSM and transgender persons often face a host of barriers to accessing quality STD services, including lack of health insurance or ability to pay, long waiting times, inconvenient clinic hours, lack of transportation, and discomfort with facilities and services.

Prevention services must address these issues and develop new paradigms for prevention, testing, linkage, and viral suppression in order to curtail the spread of HIV infection among MSM and transgender individuals in the City of Long Beach. These target populations present the highest disparities of new HIV infections, linkage to care, and viral suppression. According to DHSP's "Los Angeles County Five-Year Comprehensive HIV Plan 2013-2017", approximately 90% of youth newly diagnosed with HIV (ages 18-29) were identified as MSM. Among those who had at least one viral load or Cluster of Differentiation 4 (CD4) test within three months after an HIV diagnosis, defined as "linked-to-care," youth ages 13-24 had a lower care linkage rate (75%), compared to other demographics (e.g., 84% for adults 45-64 years of age, and 79% for adults 25-44 years of age). Youth and African American MSM also had significantly lower retention rates - at 50% and 54% respectively, compared with 56% for overall newly diagnosed individuals. The most serious challenge was with viral suppression. The overall proportion of viral suppression for the newly diagnosed PLWHA in 2010 who had at least one viral load test was 79%; however, the viral suppression rates for youth and African American MSM were low—at 59% and 66% respectively. These disparities present serious challenges in reducing the number of new HIV infections. New planning tools and strategies, such as syndemic planning; geospatial analysis; high-impact interventions; aggressive testing; early identification of undiagnosed HIV positive



persons; linkage to care services; biomedical interventions like Post-Exposure Prophylaxis (PEP) and Pre-Exposure Prophylaxis (PrEP); new provisions for health insurance under the Affordable Care Act; and targeted efforts to engage, re-engage PLWHA in HIV related medical care and support viral suppression for PLWHA are integral components of the County's HIV prevention plan and are necessary to achieve goals outlined in the National HIV/AIDS Strategy (NHAS).

NHAS goals are:

- (1) Reducing new HIV infections;
- (2) Increasing access to care and improving health outcomes of people living with HIV; and
- (3) Reducing HIV-related disparities and health inequities.

## **1.1 Purpose**

The purpose of this request for proposals (RFP) is to solicit proposals from well-qualified service providers to provide HIV and STD prevention services that decrease HIV and STD infection and transmission through comprehensive prevention strategies and services in the City of Long Beach. The services to be provided include targeted HIV and STD screening services; access to educational services for Pre-Exposure Prophylaxis and Post-Exposure Prophylaxis; high-impact prevention programming to individuals with new or previously diagnosed HIV infection; linking and re-engaging HIV positive clients in HIV related medical care; and assisting HIV positive clients with viral suppression.

### **1.1.1 Division of HIV and STD Programs**

In 2011, in keeping with national efforts to better integrate HIV and STD public health efforts, DPH combined the HIV Epidemiology Program, the Office of AIDS Programs and Policy, and the STD Program to form DHSP. DHSP continues to work closely and collaboratively with community-based organizations, other governmental offices, advocates, and people living with HIV/AIDS as it seeks to control the spread of HIV and STDs, monitor HIV/AIDS and STD morbidity and mortality, increase access to care for those in need, and eliminate HIV-related health inequalities.

### Mission

To prevent and control the spread of HIV and STDs through epidemiological surveillance, implementation of evidence-based programs, coordination of prevention, care and treatment services, and the creation of policies that promote health.

### Vision

New HIV and STD infections have been eliminated and persons with STD and HIV infections have improved health outcomes through access to high quality prevention, care and treatment services.

## **1.2 Program and Technical Requirements**

### **1.2.1 Target Populations**

Individuals at high risk for HIV and STD infection, with a focus on men who have sex with men (MSM) and transgender persons.

### **1.2.2 Location of Services**

Services must be located and delivered within the city limits of Long Beach.

## **1.3 Availability of Funding**

The estimated amount of funds for Comprehensive HIV and STD Prevention Services for this RFP is \$1,800,000 annually. Funding is comprised of \$760,000 from the CDC PS 12-1201 HIV Flagship Agreement and \$1,040,000 from Net County Cost funds. DPH intends to fund up to an estimated eight (8) agencies to provide services in Long Beach.

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

## **2.0 CONTRACT FOR COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH**

### **2.1 Statement of Work**

Contractor shall be expected to accomplish all work objectives and deliverables in a timely fashion as outlined in Appendix A, Statement of Work.

### **2.2 Sample Contract: County Terms and Conditions**

Contractor shall be expected to implement the Sample Contract as contained in Appendix C of this RFP for Comprehensive HIV and STD Prevention Services in the City of Long Beach.

#### **2.2.1 Anticipated Contract Term**

The Contract term is anticipated to be for a period of five (5) years. The Contract is anticipated to commence on the date of Board approval.

The County shall have the sole option to extend the Contract term for six (6) month to month optional extensions for a maximum total Contract term of five (5) years and six (6) months. Each such option shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors, subject to Contractor performance and availability of funds.

#### **2.2.2 Contract Rates**

The Contractor's rates shall remain firm and fixed for the term of the Contract and any optional extension periods.

#### **2.2.3 Days of Operation**

The Contractor shall be required to provide Comprehensive HIV and STD Prevention Services during days and hours pursuant to Section 7.0 of Appendix A, Statement of Work. The County's Contract Program Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

#### 2.2.4 **Indemnification and Insurance**

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

#### 2.2.5 **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 & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at [www.2sparta.com](http://www.2sparta.com)

#### 2.2.6 **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 C, Sample Contract, Exhibit H.

### 3.0 **PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS (MMQ)**

#### 3.1 **MMQs for Comprehensive HIV and STD Prevention Services in the City of Long Beach**

Interested and qualified Proposers must meet each of the Minimum Mandatory Qualifications on the day the proposals are due. Proposer must complete Exhibit 1, Proposer's Organization Questionnaire/Affidavit, of the Appendix D, Required Forms, and Appendix K, Minimum Mandatory Qualifications, to develop and submit a response to the qualifications below:

##### 3.1.1 **Experience**

Proposer must have a minimum of three (3) years of experience in the last five (5) years providing HIV and STD prevention

services to populations at high risk for acquiring and transmitting HIV and STD infection, particularly MSM and transgender persons in Los Angeles County.

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

##### **4.2 County Option to Reject Proposals or Cancel Solicitation**

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 DPH internet at

<http://publichealth.lacounty.gov/cg/index.htm> and on the County's website <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>. 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 by 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) (Department) receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer;

and (3) (Department) 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 the Department'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 may be mailed or e-mailed as follows:

**José Cueva, Contract Analyst**  
**County of Los Angeles, Department of Public Health**

**Contracts and Grants Division**  
**600 South Commonwealth Avenue, 7<sup>th</sup> Floor, Suite 700**  
**Los Angeles, California 90005**  
**E-mail: [jcueva@ph.lacounty.gov](mailto:jcueva@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 sub-paragraph 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 sub-paragraphs 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 Paragraph 7.3 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (Reference Paragraph 8.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Paragraph 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 C, 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 5, 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, Listing of Contractors Debarred in Los Angeles County 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 6, as part of their proposal.

### **5.13 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 (IRS) Notice No. 1015. (Reference Appendix I)

### **5.14 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 9, along with their proposal.

### **5.15 Recycled Bond Paper**

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

### **5.16 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](http://www.babysafela.org) for printing purposes.

## **5.17 Compliance with the County's Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix A, Paragraph 31, both of which are incorporated by reference into and made a part of this 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.

5.17.1 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.



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

5.17.3 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 10 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

## **5.18 Living Wage Program (Intentionally Omitted)**

## **5.19 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on

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

## **5.20 Proposer's Charitable Contributions Compliance**

5.20.1 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.

5.20.2 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 19 as set forth in Appendix D - Required Forms. A completed Exhibit 19 is a required part of any agreement with the County.

5.20.3 In Exhibit 19, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act)

but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

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

5.20.4 Prospective County contractors that do not complete Exhibit 19 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)

## **5.21 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 Reduction Program, Appendix N, and the pertinent provisions of the Sample Contract, Appendix A, Paragraphs 78 and 79, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Property Tax Reduction 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 Reduction 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 Reduction Program by completing Certification of Compliance with County's Defaulted Property Tax Reduction Program, Exhibit 21 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 Tax Program will be considered non-responsive and excluded from further consideration.

## **5.22 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 Company 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 Paragraph 5.17 - Jury Service Program and Paragraph 5.18 - Living Wage Program of this solicitation.

6.1.4 The County also has a County of Los Angeles Policy on Doing Business with Small Business that is stated in Appendix F.

### **6.2 Local Small Business Enterprise Preference Program (LSBE)**

**Note:** Cost is not a determining factor in this solicitation process; as such no preference will be applied. However, 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 Prompt Payment Program.

Businesses must complete the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Exhibit 7 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 Proposer regarding preparation and submission of 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 three hundred sixty five (365) days following the final proposal submission date.

### **7.2 RFP Timetable**

<b>RFP TIMETABLE</b>	
Release of RFP	8/17/16
Request for a Solicitation Requirements Review due by 3:00 PM	8/31/16
Written Questions due by 3:00 PM	8/31/16
Questions and Answers Released	9/22/16
<b>PROPOSALS DUE BY 3:00 PM</b>	<b>10/6/16</b>

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

### **7.3 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E – Request for Proposals (RFP) Transmittal to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

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

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date. Upon response, the County's decision to the Solicitation Requirements Review shall be final. All requests for a Solicitation Requirements Review should be submitted by email transmission only, by the date and time indicated pursuant to RFP Paragraph 7.2, RFP Timetable, to:

**José Cueva, Contract Analyst**  
**County of Los Angeles, Department of Public Health**  
**Contracts and Grants Division**  
**E-mail: [jcueva@ph.lacounty.gov](mailto:jcueva@ph.lacounty.gov)**

#### **7.4 Proposer's Questions**

Proposer may submit written questions regarding this RFP via e-mail only to the individual identified below. All questions must be received by the due date and time pursuant to RFP Paragraph 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, the Proposer must specify the RFP section number, paragraph number, page number, and quote the language that prompted the question. This will ensure that the questions can be quickly and accurately found in the RFP. County reserves the right to group similar questions when providing answers.

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

Questions should be addressed to:

**José Cueva, Contract Analyst**  
**County of Los Angeles, Department of Public Health**  
**Contracts and Grants Division**  
**E-mail: [jcueva@ph.lacounty.gov](mailto:jcueva@ph.lacounty.gov)**

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

**7.6 Mandatory Proposer Conference (Intentionally Omitted)**

**7.7 Preparation of the Proposal**

All RFP forms, Exhibits and or Attachments, required in the submission of the proposal must be printed and signed and dated where applicable. **No other templates shall be accepted.** Where applicable, Proposer must adhere to the required page limits. Proposer is advised that evaluators will disregard and not evaluate any information provided past the page limit. Proposer should respond to each question, as each question that does not have a response (e.g., no response, blank, etc.) will result in zero points for each instance where a response was not provided. Proposer must read the RFP carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their proposals to ensure that errors or omissions do not cause Proposer to be deemed non-responsive and disqualified.

Proposer is admonished not to alter any Attachments, Exhibits, or any information provided either in hardcopy or electronic format, with the exception of filling in blanks in applicable response forms or complying with directions provided in said forms. If County determines that Proposer has altered or modified any County-provided forms or data in any other manner whatsoever, County may, in its sole discretion, determine the Proposer's submission to be non-responsive, and disqualified. In preparing the written proposal, the Proposer should do so in its own words and not copy the language in the RFP.

Proposer is advised that if the response in one document conflicts with the response given in one or more other documents, County reserves the right, in its sole discretion, to disqualify the proposal or to reduce the score accordingly. In circumstances where the copies of the proposal (including electronic versions) deviate from the original proposal, the proposal labeled "Original" shall be the ruling and presiding document.

Proposal and subsequent copies must be submitted in the prescribed format outlined below. Any proposal that is incomplete, missing required forms, and/or deviates from this format may be rejected without review at



the County's sole discretion. The proposal package must adhere to the following:

1. Proposal must be in English.
2. Package must include one (1) original proposal SINGLE-SIDED, including all required attachments and forms with original signatures. The original proposal must be marked as such, e.g., "Original" on the proposal's Title Page.
3. Package must include an additional three (3) DOUBLE-SIDED copies of the original proposal including copies of all required forms and attachments. Each proposal copy, on the proposal's title page, shall be numbered and marked as such (e.g., Copy Number 1, Copy Number 2, etc.).
4. Proposal must be typewritten, single spaced with no less than a 11 point font on 8 ½" by 11" paper, with the 8 ½" 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".
5. Proposal pages must be numbered sequentially, including attachments, from beginning to end, to ensure that there are no duplicate or missing pages.
6. Proposal must be organized and tabbed by applicable parts and/or sections, with proper titles, and alphabetized sub-paragraphs as described herein.
7. Proposal and all copies must be bound, or presented in a folder, or three-ring binder and shall be clearly labeled with the RFP title: "County of Los Angeles, Department of Public Health Request for Proposals for **COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH, RFP #2016-005**", with the name of the proposer's organization on the front exterior cover. If space is available, binder ends shall also clearly identify the RFP title and name of the proposer's organization.

## 7.8 Proposal Format

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

- Proposal Title Page and Cover Letter  
Table of Contents
- Proposer's Qualifications (Section A)
  - Proposer's Organization Questionnaire/Affidavit (Section A.1)
  - Proposer's Minimum Mandatory Qualifications Form (Section A.2)
  - Proposer's References (Section A.3)
  - Proposer's Pending Litigation and Judgements (Section A.4)
  - Financial Capability (Section A.5)
- Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions (Section B)
- Required Forms (Section C)
- Proposer's Program Information and Budget (Section D)
  - Background and Experience (D.1)
  - Proposer's Approach to Required Services (D.2)
  - Scope of Work (D.3)
  - Data Reporting Plan (D.4)
  - Evaluation and Quality Management Plan (D.5)
  - Proposed Program Budget (Appendix B-2 and B-3) (D.6)

### 7.8.1 Proposal Title Page and Cover Letter

Proposer must create a title page to preface the submitted proposal. Additionally, a Cover Letter must follow the title page which includes all of the information provided in this Paragraph.

#### A. Proposal Title Page

Proposer must include a Title Page which bears the words: **“COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH, RFP #2016-005.”** The Title Page must also include the Proposer's legal name.

#### B. Cover Letter

Proposal must include one (1) original Cover Letter signed in blue ink. The Cover Letter must be on agency letterhead and addressed to:

Patricia Gibson, Chief  
County of Los Angeles, Department of Public Health  
Contracts and Grants Division  
600 South Commonwealth Avenue, Suite 700 – 7<sup>th</sup> Floor  
Los Angeles, California 90005

The Cover Letter must include the following:

- a. A statement that the proposal submitted is in response to **“COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH, RFP #2016-005;”**
- b. The proposal’s annual budget amount requested;
- c. A statement indicating whether or not the Proposer intends to perform the contract as a single Proposer or intends to use subcontractor(s)/consultant(s) for. If Proposer will utilize subcontractor(s)/consultant(s) to perform any of services, Proposer must identify each proposed subcontractor(s)/consultant(s);
- d. A statement that the Proposer will bear sole and complete responsibility for all work required under this RFP;
- e. The name, telephone number, email address, and facsimile number of the Proposer’s representative/contact person for the submission; and
- f. The signature of the agency’s Executive Director, Chief Executive Officer, or other authorized designee.

**Do not include any additional information in the Cover Letter. The County may reject any proposal submitted without a Cover Letter or with a Cover Letter that fails to adhere to the requirements specified above.**

## **7.8.2 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.

### **7.8.3 Proposer's Qualifications (Section A)**

#### **A. Proposer's Organization Questionnaire/Affidavit (Section A.1)**

**Format:** Appendix D, Required Forms: Exhibit 1

**Page Limit:** Not applicable

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 be able to legally bind the Proposer 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, Proposer must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

#### **Required Support Documents**

**Format:** Certificate/Conformed Copy

**Page Limit:** Not applicable

#### **1. Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the Proposal:

- a. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- b. 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.
- c. If applicable, a determination letter granting tax exemption under IRS Section 501(c)(3) status.

## **2. 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.

## **B. Proposer's Minimum Mandatory Qualifications Form (Section A.2)**

**Format:** Complete Appendix K, Proposer's Minimum Mandatory Qualifications Form

**Page Limit:** 2 Pages

Proposer must submit a complete Appendix K. The form and its applicable attachments must clearly demonstrate that the Proposer meets the minimum mandatory qualifications pursuant to RFP Paragraph 3.0, Proposer's Minimum Mandatory Qualifications.

## **C. Proposer's References (Section A.3)**

**Format:** Appendix D, Required Forms, Exhibit 2, Exhibit 3, and Exhibit 4

**Page Limit:** Not applicable

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 are accurate. **DHSP or DHSP staff must not be used as references on Exhibits 2.** The same references may be listed on both forms - Exhibits 2 and 3 (located in Appendix D, Required Forms).

County may disqualify a Proposer if:

- 1) References fail to substantiate Proposer's description of the services provided; or
- 2) References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) The Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.
- 4) DHSP or DHSP staff is used as a reference.

The Proposer must complete and include the following Required Forms:

- a. 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. DHSP or DHSP staff must not be used as references on Exhibit 2.
- b. Prospective Contractor List of Contracts, Appendix D, Required Forms, Exhibit 3: The listing must include all non-profit and public entities contracts for the last five (5) years. Use additional sheets if necessary.
- c. Prospective Contractor List of Terminated Contracts, Appendix D, Required Forms, Exhibit 4: Listing must include contracts terminated (i.e., due to lack of funding, performance, expiration of term, etc.) within the last five (5) years with a reason for termination. Use additional sheets if necessary.

#### **D. Proposer's Pending Litigation and Judgments (Section A.4)**

**Format:** Appendix D, Required Forms: Exhibit 22

**Page Limit:** Not applicable

Proposer is to complete and submit Appendix D, Required Forms, Exhibit 22, Proposer's Pending Litigation and/or Judgments, and 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 there are no pending litigations and/or judgments, Proposer shall indicate so by checking the box on the form.

### **E. Financial Capability (Section A.5)**

**Format:** Financial statements

**Page Limit:** Not applicable

Proposer must provide copies of the company's most current and prior two (2) fiscal years (for example, 2014 and 2015) financial statements. Financial statements should reflect the financial strength and capability of the organization in the provision of required services throughout the term(s) of any resultant contract, as well as 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 the 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 or single audit reports are otherwise required, these should be submitted to meet this requirement.

**Do not submit Income Tax Returns to meet this requirement.**

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

#### **7.8.4 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions (Section B)**

**Format:** Acceptance of Terms and Conditions Affirmation, Appendix D, Required Forms: Exhibit 23 or Statement of Exceptions

**Page Limit:** Not applicable

- A)** It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposer will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the



Statement of Work. However, the Proposer is provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

**B) Section B of Proposer's response must include:**

1. A completed and signed Appendix D, Required Forms, Exhibit 23, acknowledging the Proposer's acceptance of all terms and conditions listed in the Appendix C, Sample Contract and applicable Statement of Work;

**-OR-**

2. A statement offering the Proposer's exceptions to terms, conditions, and requirements listed in Appendix C, Sample Contract, Appendix A, Statement of Work.

For each exception, the Proposer shall provide:

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

**C) Indicate all exceptions to the Sample Contract and/or the Statement 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 Proposer's 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.

### 7.8.5 Required Forms (Section C)

**Format:** Appendix D, Required Forms

**Page Limit:** Not applicable

Proposal shall include all completed, signed, and dated exhibits identified in Appendix D - Required Forms in Section C of proposal unless otherwise instructed.

- |                |   |
|----------------|---|
| Exhibit 1      | Proposer's Organization Questionnaire / Affidavit (Include in Section A of proposal)              |
| Exhibit 2      | Prospective Contractor References (Include Section A.3 of proposal)                               |
| Exhibit 3      | Prospective Contractor List of Contracts (Include in Section A.3 of proposal)                     |
| Exhibit 4      | Prospective Contractor List of Terminated Contracts (Include in Section A.3 of proposal)          |
| Exhibit 5      | Certification of No Conflict of Interest  |
| Exhibit 6      | Familiarity with the County Lobbyist Ordinance Certification                                      |
| Exhibit 7      | Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form |
| Exhibit 8      | Proposer's EEO Certification  |
| Exhibit 9      | Attestation of Willingness to Consider GAIN/GROW Participants                                     |
| Exhibit 10     | Contractor Employee Jury Service Program – Certification Form and Application for Exception       |
| Exhibits 11-14 | Cost Forms (Intentionally Omitted)  |
| Exhibits 15-18 | Living Wage Forms (Intentionally Omitted)   |
| Exhibit 19     | Charitable Contribution Certification   |
| Exhibit 20     | Transitional Job Opportunities Preference Program Application (Intentionally Omitted)             |

Exhibit 21	Certification of Compliance with County's Default Property Tax Reduction Program
Exhibit 22	Proposer's Pending Litigation and/or Judgments (Include in Section A.4 of proposal)
Exhibit 23	Acceptance of Terms and Conditions Affirmation (Include in Section B of the proposal)
Exhibit 24	Sample Scope of Work and Template (Include in Section D of the proposal)

### **7.8.6 PROPOSER'S PROGRAM INFORMATION AND BUDGET (Section D)**

Proposer's response must conform to the format and page limit specifications as indicated. In addition, Proposer must copy each of the RFP questions listed in each section below and provide a subsequent response. The format and sequence is as follows:

#### **7.8.6.1 Background and Experience (Section D.1)**

**Format:** Narrative

**Page Limit:** 2 pages

1. Proposer must provide a narrative summarizing agency's background and experience providing HIV and STD prevention services to populations at high risk for acquiring and transmitting HIV and STD infection, particularly MSM and transgender persons. In your response, please include the following:
  - a. Experience working with MSM and/or transgender individuals.
  - b. Percentage of individuals who test positive for an STD that are successfully treated.
  - c. Percentage of individuals who test HIV positive that are linked to HIV-related medical care within 30 days.
  - d. Experience providing education and referrals for pre-exposure prophylaxis (PrEP) and post-exposure prophylaxis (PEP).

### **7.8.6.2 Proposer's Approach to Required Services (Section D.2)**

**Format:** Narrative

**Page Limit:** 5 pages

Proposer must provide a narrative explaining its approach to required services by answering Questions 1 through 7 below:

1. Describe the HIV screening services and activities your agency will offer targeted to individuals at high risk for HIV, particularly MSM and transgender individuals.
2. Describe how your agency will conduct STD screening services and activities targeted to individuals at high risk for STD infection, particularly MSM and transgender individuals. In your response, please include:
  - a) Whether your agency will provide on-site STD treatment or linkage to off-site treatment services.
3. Describe how your agency plans to conduct PrEP and PEP education and referral efforts.
4. Describe your agency's programming for HIV prevention with HIV positive individuals. In your response, please include:
  - a) How your agency will link HIV positive clients into HIV-related medical care.
  - b) The approximate percentage of individuals, who test positive for HIV, that will be successfully linked to HIV-related medical care (successful linkage defined as attending at least one medical appointment within 30 days after testing HIV positive).

- c) How your agency will re-engage HIV positive individuals back into HIV-related medical care if they have fallen out of care.
  - d) Methods your agency will employ to support viral suppression.
5. Describe how your agency will link all clients who test positive for HIV, syphilis, or gonorrhea to DHSP Partner Counseling and Referral services.
6. Describe your agency's current efforts to screen for eligible public benefits. If your agency doesn't currently screen for benefits or plans to increase benefits screening, please describe and include any future plans.
7. Describe the expected outcomes of the proposed program. In your response, please include:
- a) A summary of expected outcomes (e.g., number of HIV and STD screenings, successful linkage to care rates, etc.).
  - b) Quality improvement process you will implement to ensure outcomes are met.

### 7.8.6.3 Scope of Work (Section D.3)

**Format:** Appendix D, Required Forms, Exhibit 24  
**Page Limit:** 2 Pages

Proposer must complete and submit Appendix D, Required Forms - Exhibit 24, Sample Scope of Work and Template. Proposer is advised that **no other format and/or template will be accepted**. When developing Proposer's Scope of Work, Proposer must follow the instructions and guidelines provided in Exhibit 24 to outline the Proposer's objectives, implementation activities, timeline for completion, and method(s) of evaluating objective(s) and documentation of the proposed program

for a 12-month period. Proposer's Scope of Work should indicate exactly how the program will be implemented in practice. Exhibit 24 should be used by the Proposer as a guideline for completing this section.

Below are details that will assist Proposer in developing their scope of work:

1. Proposer should develop a plan that incorporates activities which will address all of the specific work requirements covered in Appendix A, Statement of Work, Section 8.0, Specific Work Requirements for and the DHSP Program Goals and Objectives also outlined in Appendix A, Statement of Work, Section 1.0, Scope of Work for a 12-month period.
2. Proposer establishing partnerships and formal agreements with subcontractors or consultants to accomplish specific work requirements should clearly identify which activities the subcontractor or consultant will accomplish.

#### **7.8.6.4 Data Reporting Plan (Section D.4)**

**Format:** Narrative

**Page Limit:** 1 page

Proposer must present a data reporting plan, including the following elements:

- a) Describe how client-level data will be collected and reported.
- b) Describe the client-level tracking systems, currently in place or proposed, that will be used to track client.
- c) List all the data management systems your organization or network of organizations needs to utilize in order to accurately track and report

client-level data.

- d) Describe in detail the data reporting roles of the lead agency and subcontractors (if applicable), and how the lead agency will coordinate the reporting efforts, and ensure complete data reporting to DHSP.

#### **7.8.6.5 Evaluation and Quality Management Plan (Section D.5)**

**Format:** Narrative

**Page Limit:** 3 pages

Proposer must present a narrative outlining its comprehensive evaluation and quality management plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A, Statement of Work. Please include answers to questions 1 through 7 below.

1. Describe the evaluation and quality management activities proposed for this program. The Proposer's description should include program indicators, health outcomes, and the process to collect data.
2. Describe how the Proposer will document all monitoring methods. In Proposer's response, include the frequency of monitoring and documenting method including any corrective action steps.
3. Describe how this program will incorporate staff, client, and Consumer Advisory Board (CAB) feedback to improve services.
4. Describe the training and ongoing technical assistance staff will receive to ensure that evaluation and quality management activities and protocols are being properly implemented.
5. Discuss the level of staff who will evaluate activities and their qualifications to ensure compliance with all Contract requirements.
6. Describe how Proposer plans to ensure services are

culturally and linguistically competent.

7. Describe strategies to ensure that the data submitted to DHSP is accurate, complete, and submitted in a timely manner.

#### **7.8.6.6 Proposed Program Budget (Section D.6)**

**Format:** Appendices B-2 and B-3

**Page Limit:** Not Applicable

Proposer must follow the instructions provided pursuant to Appendix B-1, Budget Instructions when preparing the applicable budget forms. Proposer must submit the following budget forms in its Section D as follows:

##### **1. Budget Forms: Budget Justification**

- 1) Appendix B-2, Budget Justification

Proposer must submit a Budget Justification that is detailed, specific, and explains how **each** of the costs fiscally supports the activities of the proposed program, staffing requirements, organizational requirements, necessary supplies, and any one-time costs.

##### **2. Budget Forms: Budget**

- 1) Appendix B-3: Budget

Proposer's budget form should only reflect costs associated with its proposed program(s) and must:

- 1) Be feasible and cost effective for the proposed quantity and quality of activities pursuant to Appendix A, Statement of Work and Exhibit 24, Sample Scope of Work and Template;
- 2) Include staffing patterns that are appropriate for the proposed program services;
- 3) Provide operating costs that are consistent with the quantity and type of services proposed;
- 4) Include justification that is detailed and has adequate rationale for each line item expenditure; and



- 5) Be submitted utilizing the budget format provided and with the correct calculations.

**Proposer is advised that budget forms referenced above are the only budget formats acceptable. Any other formats will not be accepted and shall result in Proposer receiving zero/no points for this section of the evaluation.**

#### **7.9 Cost Proposal Format (Intentionally Omitted)**

#### **7.10 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.

#### **7.11 Proposal Submission**

The original Proposal and three (3) 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 COMPREHENSIVE HIV AND STD PREVENTION  
SERVICES IN THE CITY OF LONG BEACH, RFP #2016-005"**

The proposal 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:

**José Cueva, Contracts Analyst  
County of Los Angeles,  
Department of Public Health  
Contracts and Grants Division  
600 South Commonwealth Avenue, 7th Floor, Suite 700  
Los Angeles, California 90005**

Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (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 Proposer 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 Paragraph 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 **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 pursuant to RFP Paragraph 7.2, RFP Timeline.

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 a prospective Contractor(s). All proposals will be evaluated based on the criteria listed below. Proposals will be scored and ranked in numerical sequence from high to low. Upon completion of ranking, funds will be allocated taking into account target population and/or geographic area needs within Long Beach. The County may also, at its option, invite Proposer(s) being evaluated to make a verbal presentation or conduct site visits, if appropriate. 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 Qualifications (Pass/Fail)

Stage 2: Proposal Evaluation

### Stage 3: Final Review and Selection

After a prospective Contractor(s) 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(s) receiving the highest number of points if County determines, in its sole discretion, another proposal is qualified, cost-effective, responsive, responsible, and/or meets need based on target populations and/or geographic area needs, and/or is 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 specifications, and other requirements, if Proposer is awarded a contract.

#### **8.2 Stage 1 Review: Adherence to Minimum Mandatory Qualifications (Pass/Fail)**

Adherence to minimum mandatory qualifications will consist of a review of the information provided in Proposer's Exhibit 1 – Proposer's Organization Questionnaire/Affidavit for Comprehensive HIV and STD Prevention Services in the City of Long Beach, submitted in Section A.1 of the proposal and Proposer's information provided in Appendix K, Proposer's Minimum Mandatory Qualifications Form to determine if the Proposer meets all of the Minimum Mandatory Qualifications as outlined in RFP Paragraph 3.0., Minimum Mandatory Qualifications. Proposer must "Pass" each of the Minimum Mandatory Qualifications in order to "Pass" the Stage 1 Review.

This section of the evaluation is scored on a "Pass" or "Fail" basis. Proposals that are assigned a score of "Fail" in the Adherence to Minimum

Mandatory Requirements shall be deemed unresponsive and disqualified 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 a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

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

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

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

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

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

### **8.4 Stage 2 Review: Proposal Evaluation and Criteria (1,000 Points)**

Proposals that pass Stage 1 will be evaluated as follows:

#### 8.4.1 **Proposer's Qualifications (100 Total Points)**

##### 1. **Proposal Section A.3 - Proposer's References (100 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, 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.

In addition, 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 point deduction(s).

##### 2. **Proposal Section A.4 - Proposer's Pending Litigation**

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer based on the information provided in Section A.4 of the proposal. This review may result in point deduction(s).

##### 3. **Proposal Section A.5 - Financial Capability**

Subject matter experts will evaluate and make a recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the company's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract. Financial statements that do not demonstrate financial strength or meet the sixty (60) days requirement may result in point deduction of 30 points from the total points awarded in the Proposer's Qualifications evaluation category.

**4. Proposal Section B - Terms and Conditions in the Sample Contract and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions**

Based on the information provided in Section B of the proposal, Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix C, and the Requirements of the Statement of Work outlined in the Statement of Work, Appendix A. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

**5. Proposal Section C - Required Forms**

The forms submitted in this section will be reviewed for accuracy and completeness.

**8.4.2 Proposer's Program Information and Budget Review (900 Points)**

**1) Background and Experience (150 Points)**

Proposer's background and experience will be evaluated based on information provided in response to the questions pursuant to Paragraph 7.8.6.1 of this RFP.

**2) Proposer's Approach to Required Services (400 Points)**

Proposer's approach to required services for the proposed program will be evaluated based on information provided in response to questions 1 through 6 pursuant to Paragraph 7.8.6.2 of this RFP.

**3) Scope of Work (100 Points)**

Proposer must complete and submit Appendix D, Required Forms - Exhibit 24, Sample Scope of Work and Template, pursuant to Paragraph 7.8.6.3

4) Data Reporting Plan (75 Points)

Proposer must present a data reporting plan, pursuant to Paragraph 7.8.6.4.

5) Evaluation and Quality Management Plan (100 Points)

Proposer must present a narrative outlining its comprehensive evaluation and quality management plan, pursuant to Paragraph 7.8.6.5.

6) Proposed Program Budget (75 Points)

Proposer will be evaluated based on information provided in its Appendix B-2, Budget Justification and Appendix B-3, Budget, pursuant to Paragraph 7.8.6.6 of this RFP. The Proposer's Program Budget(s) will be evaluated based on the following criteria:

- a) Budget is feasible and cost effective for the proposed quantity and quality activities pursuant to Appendix A (Statement of Work) and Exhibit 24 (Sample Scope of Work and Template);
- b) Staffing patterns are appropriate for the proposed services;
- c) Operating costs are consistent with the quantity and type of services proposed;
- d) Budget justification includes detailed and adequate rationale for each line item expenditure; and
- e) Budget is submitted utilizing the format provided and with correct calculations.

**8.5 Stage 3 Review: Final Review and Selection**

The final review and selection will consist of the following:

- Proposal's final score will be calculated, based on Proposal's Stage 2 composite score.

- Proposals will be ranked from highest to lowest score. Up to 8 of the highest ranking Proposers shall be considered for recommended funding allocations review.

Available funds and the number of awards are estimates and are subject to change. The County reserves the right to adjust the number of awards and the funding allocations based on the target populations and geographic area needs, and the availability of funding.

**Note:** At the County's sole discretion, any proposal other than the highest ranking proposals may be considered for selection, if it is determined that the proposal is qualified, cost-effective, responsive, responsible, and/or meets a need based on target populations and/or geographic area needs, and/or is in the best interests of the County.

- Optional pre-decisional site visit review may be conducted.

The County, at its sole discretion, may conduct a Pre-Decisional Site Visit Review prior to recommending funding allocations for all proposals being considered for funding. This review shall be conducted by an Internal Site Visit Review Committee comprised of County program staff with appropriate HIV and STD prevention programming expertise. This review will assess and evaluate the Proposer in each of the following standards of appropriateness:

1. Confirmation that each proposed facility is in good repair and that location is sufficient to facilitate high-quality, appropriate services.
2. Confirmation that each proposed facility and location satisfy each of the following:
  - a. Meets American's with Disabilities Act requirements for accessibility;
  - b. Is near public transportation;
  - c. Is open during client-friendly hours (e.g., evenings, weekends);
  - d. Free parking is available;
  - e. All equipment needed is in working order;



- f. Privacy at the front (sign-in area) or reception desk;
  - g. Free of graffiti and trash on grounds and in facility;
  - h. Confidential exam, treatment and interview rooms present and available for use;
  - i. Clear, distinct outside signage;
3. Confirmation that the service delivery site location is consistent with the site location provided in the proposal; and that the site is located within the City of Long Beach.

County may disqualify a Proposer from consideration for an award if they fail to meet any of the standards set above, or if the Proposer fails to clearly demonstrate its ability to meet the criteria as delineated above.

- Recommended funding allocations review will be conducted.

The selected Proposers, pursuant to RFP sub-paragraph 8.5, Final Review and Selection, will be reviewed for recommended funding allocations. The Recommended Funding Allocations Review will be conducted by an Internal Funding Review Committee comprised of selected personnel from DHSP's executive management team.

Inevitably, there will be more funding requested than the amount of funding available. The County's goal is to make funding recommendations most likely to provide services in the most efficient and successful manner, based on the RFP requirements.

Once a funding recommendation has been determined, the County will notify the Proposer's Executive Director, CEO, or designated Board Member of its funding recommendation and any other pertinent information. Those Proposers that did not receive a funding recommendation will also receive notification which shall be addressed to the Proposer's Executive Director, CEO, or designated Board Member.

Those Proposers recommended for funding will advance to negotiate a Contract for submission to the Board of Supervisors.

The final award of funding, pursuant to this RFP, will be made by and at the sole discretion of the County's Board of Supervisors.

**8.6 Cost Proposal Evaluation Criteria (Intentionally Omitted)**

**8.7 Labor Law/Payroll Violations (Intentionally Omitted)**

**8.8 Department's 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 the Department, which will provide a copy to the Proposer.

# APPENDIX A

## COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS STATEMENT OF WORK

### TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK .....	1
2.0	ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS .....	2
3.0	QUALITY CONTROL .....	2
4.0	QUALITY ASSURANCE PLAN .....	2
5.0	DEFINITIONS .....	3
6.0	RESPONSIBILITIES .....	4
	<u>COUNTY</u>	
6.1	Personnel .....	4
	<u>CONTRACTOR</u>	
6.2	Project Manager .....	4
6.3	Personnel .....	5
6.4	Approval of Contractors Staff and Subcontractors .....	5
6.5	Uniforms/ Identification Badges.....	6
6.6	Training .....	6
6.7	Contractor's Office.....	6
6.8	Materials, Supplies, and Equipment.....	7
6.9	Guidelines on Materials Review.....	7
6.10	Data Reporting Requirements.....	8
6.11	Emergency Medical Treatment.....	8
6.12	County's Commission on HIV.....	8
6.13	Community Advisory Board.....	8
7.0	HOURS/DAYS OF WORK.....	8
8.0	SPECIFIC WORK REQUIREMENTS .....	9

# APPENDIX A

## COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS STATEMENT OF WORK

### 1.0 SCOPE OF WORK

The County of Los Angeles (County), Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) works closely and collaboratively with various partners, including community-based organizations, clinics, other governmental offices, advocates, and people living with HIV/AIDS, as it seeks to control and prevent the spread of HIV and sexually transmitted diseases (STDs), monitor HIV/AIDS and STD morbidity and mortality, increase access to care for those in need, and eliminate HIV-related health inequalities.

Contractor shall provide comprehensive HIV and STD prevention services to those at high risk for HIV and STD infection, with a focus on men who have sex with men (MSM) and transgender persons in the City of Long Beach.

#### 1.1 DHSP Program Goals and Objectives

Contractors are required to achieve the DHSP Program Goals and Objectives described in Table 1. Contractors must focus efforts of their HIV and STD prevention services to accomplish the program goal.

Table 1. DHSP Program Goals and Objectives

<b>PROGRAM GOAL:</b>	<i>Decrease HIV and STD transmission through comprehensive prevention strategies and services</i>
<b>PROGRAM OBJECTIVES:</b>	<ol style="list-style-type: none"><li>1. Increase the number of individuals, at high risk for HIV, who know their HIV status</li><li>2. Increase the number of individuals, at high risk for STD infection, who are screened and treated for STDs</li><li>3. Increase the proportion of MSM and transgender persons, who test positive for HIV, that are linked to HIV-related medical care</li><li>4. Increase the number of individuals, at high risk for HIV, who are aware of and referred for pre-exposure prophylaxis (PrEP) and post-exposure prophylaxis (PEP) services</li><li>5. Refer 100% of clients, who test HIV positive, to partner services</li><li>6. Link, at a minimum, 85% of clients who test HIV positive to medical services</li></ol>

## APPENDIX A

# COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

## STATEMENT OF WORK

### 2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 Contractors must obtain permission from the Director, DHSP, or his designee at least sixty (60) days prior to the addition/deletion of service facilities, specific tasks and or work hour adjustments.
- 2.2 All changes must be made in accordance with Paragraph 8, Alteration of Terms/Amendments of the Contract.

### 3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure clients receive a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Program Manager for review. The plan shall include, but may not be limited to the following:

- 3.1 Indicators to be used to measure process, outputs, and outcomes; data sources, collection methods, and frequency; plan for data quality assessment; and plan for data use for continual program improvement.
- 3.2 Elements and methods of quality control plan, which assure that Contract requirements are consistently being met.
- 3.3 How HIV and STD screening, linkage to care, linkage to partner services, ensuring access to PEP and PrEP, and follow-up data will be captured, tracked, and reported to DHSP on a consistent and ongoing basis.
- 3.3 A record of all quality control activities conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

### 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 37, County's Quality Assurance Plan.

#### 4.1 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time

## APPENDIX A

# COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

## STATEMENT OF WORK

during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### 5.0 DEFINITIONS

- 5.1 **Community Advisory Board:** Advisory group of subject matter experts (SME) drawn from local community members who collaborate with the Contractor to design and continue to provide input to improve programs that are appealing and effective with MSM and Transgender persons from the local community.
- 5.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work (SOW).
- 5.3 **Contractor:** The sole proprietor, limited liability partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 5.4 **Contractor Project Manager:** The Contractor's designee responsible to administer the Contract operations and to liaise with the County after the Contract award.
- 5.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 5.6 **County Program Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 5.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 5.8 **Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 5.9 **MSM:** Term used to categorize men who have sex with men but who may identify their sexuality as either gay, straight, bisexual, same gender loving, down low, pansexual, etc. or some other identity.
- 5.10 **HIV and STD Screening:** The process during which a client receives a test for HIV and/or STD infection. Generally, a test only acts as an indicator of infection and requires an additional confirmatory test. The testing process is referred to as HIV and/or STD screening in this RFP, the Contract, and other related documents.



## APPENDIX A

# COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

## STATEMENT OF WORK

- 5.11 **Subcontractor/consultant:** An agency contracted or providing in-kind or consultative services to Contractor to accomplish specific work requirements of the Appendix A, Statement of Work. All agreements must be in writing and approved by the Director, DHSP.
- 5.12 **Transgender Person:** A person who identifies with or expresses a gender identity that differs from the sex they were assigned at birth.

## 6.0 RESPONSIBILITIES

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

### COUNTY

#### 6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 23, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alterations of Terms/Amendments.

### CONTRACTOR

#### 6.2 Project Manager

- 6.2.1 Contractor shall provide a full-time Project Manager and designated alternate. County must have access to the Project Manager during normal working hours as designated in Section 7.0, Days/Hours of Work. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis during those hours.
- 6.2.2 Project Manager shall act as a central point of contact with the County.
- 6.2.3 Project Manager shall have at least three (3) years of experience providing HIV/AIDS prevention (e.g., health education/risk reduction services or HIV screening) services within the previous five (5) years.

## APPENDIX A

# COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

## STATEMENT OF WORK

6.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

### 6.3 Personnel

6.3.1 Contractor shall be required to perform background checks of their employees as set forth in Administration of Contract, Paragraph 23, subparagraph D – Background & Security Investigations, of the Contract. All costs associated with the background and security investigation shall be borne by the Contractor.

6.3.2 Contractor shall have a sufficient number of (a minimum of one (1), certified HIV Counselors on staff to conduct HIV and STD screenings. All services will be provided by the appropriate level practitioner/staff with current licensing/certification, as required by Los Angeles County and the State of California.

6.3.3 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant provider services.

6.3.4 Contractor shall ensure annual performance evaluations are conducted on all staff budgeted and performing services under the proposed contract to ensure program staff are meeting job duties as required.

### 6.4 Approval of Contractor's Staff and Subcontractors

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

6.4.2 Contractor shall remove and replace personnel performing services under this Contract within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

## APPENDIX A

# COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

## STATEMENT OF WORK

- 6.4.3 County has the absolute right to approve or disapprove all of Contractor's subcontractors or consultants performing work hereunder and any proposed changes in subcontractor.
- 6.4.4 Contractor shall obtain approval of DHSP Director or his designee prior to signing any subcontractor or consultant agreement and shall give DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.
- 6.4.5 Subcontractor shall remove and replace personnel performing services under this Contract within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

### **6.5 Uniforms/Identification Badges**

- 6.5.1 Dress code is business professional as defined by the Contractor.
- 6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 23, Administration of Contract, sub-paragraph C – Contractor's Staff Identification, of the Contract.

### **6.6 Training**

- 6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must follow safety and protective guidelines according to OSHA standards.

### **6.7 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer

## APPENDIX A

# COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

## STATEMENT OF WORK

calls received by the answering service within twenty-four (24) hours of receipt of the call.

### 6.7.1 Location of Services:

Contractor must have be providing HIV and STD prevention services from a service delivery location in the city limits of Long Beach within 90 days of contract execution.

### 6.7.2 Contractor's Facility:

Contractor shall maintain each facility in good repair and sufficient to facilitate high-quality, appropriate services.

Contractor's facility and location shall satisfy each of the following requirements:

- a. Meets American's with Disabilities Act requirements for accessibility;
- b. Is near public transportation;
- c. Open during client-friendly hours (e.g., evenings, weekends);
- d. Free parking is available;
- e. All equipment needed is in working order;
- f. Privacy at the front (sign-in area) or reception desk;
- g. Free of graffiti and trash on grounds and in facility;
- h. Confidential exam, treatment and interview rooms present and available for use; and
- i. Clear, distinct outside signage.

### 6.7.3 Emergency and Disaster Plan:

Contractor shall submit to DHSP within thirty (30) days of the execution of the contract an emergency and disaster plan, describing procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and clients.

## 6.8 Materials, Supplies and Equipment

- 6.8.1 The purchase of all materials, supplies, and or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials, equipment, and or supplies that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the

## APPENDIX A

# COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

## STATEMENT OF WORK

program budget and must have been approved in advance by the DHSP Director in order to be eligible for cost reimbursement.

- 6.8.2 In no event shall the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.
- 6.8.3 Any and all materials and equipment purchased under this Contract are the property of the County and must be returned to County in good working order at the end of the Term of the Contract.
- 6.8.4 Prior to purchase of equipment, Contractor shall provide DHSP a list of equipment to be purchased through this Contract and at the written request of DHSP.

### 6.9 Guidelines on Materials Review

- 6.9.1 Contractor shall obtain written approval from DHSP's Director or designee for all administrative and educational materials utilized in association with the delivery of services for the program prior to use in order to ensure that such materials adhere to community norms and values, and are in compliance with all Contract requirements.
- 6.9.2 Contractor shall comply with federal, state, and local regulations regarding HIV or STD educational materials. Instructions on which educational materials need to be submitted for materials review can be found at the Interim Revision of the Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments and Educational Sessions located on the web at <http://www.cdc.gov/od/pgo/forms/hiv.htm>.
- 6.9.3 Additional information about materials review and related guidelines can be found at: <http://publichealth.lacounty.gov/dhsp/Contractors/MaterialReviewProtocol2014.pdf> or by calling DHSP Materials Review at (213) 351-8094.

### 6.10 Data Reporting and Billing Requirements

- 6.10.1 Contractor shall utilize the County's data management system to register client's demographic/resource data; enter service utilization data, medical and support service outcomes; and record linkages/referrals to other service providers and/or systems of care.

## APPENDIX A

# COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

## STATEMENT OF WORK

- 6.10.2 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI).
- 6.10.3 The County's data management system is used to standardize reporting and billing/invoicing, support program evaluation processes, and to provide DHSP and Contractor with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality, and compliance with all data submission requirements provided in writing by DHSP.

### 6.11 Emergency Medical Treatment

- 6.11.1 Contractor shall provide immediate transport for any client receiving services who require emergency medical treatment for physical illness or injury.
- 6.11.2 Contractor shall have written policy(ies) for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

### 6.12 County's Commission on HIV

Contractor shall actively view the County's Commission on HIV (Commission) website (<http://hivcommission-la.info/>) and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

### 6.13 Community Advisory Board (CAB)

- 6.13.1 Contractor shall maintain a CAB, consisting of membership reflective of the target population and who are residents of Long Beach, who provide feedback on prevention programming funded by DHSP.
- 6.13.2 Contractor shall maintain materials documenting CAB activities and meetings: Documentation shall consist of, but not limited to:
- a) CAB membership;
  - b) Dated meetings;
  - c) Dated minutes;
  - d) A review of agency's bylaws; or
  - e) An acceptable equivalent.
- 6.13.3 The CAB shall regularly implement and establish:
- a) Satisfactory survey tool;
  - b) Focus groups with analysis and use of documented results;

## APPENDIX A

# COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

## STATEMENT OF WORK

and/or

- c) Public meeting with analysis and use of documented results;
- d) Maintain visible suggestion box; or
- e) Other client input mechanism.

### 7.0 HOURS/DAY OF WORK

The Contractor shall be required to provide HIV and STD Prevention services during the hours that are the most effective and convenient for the target population. Hours may be the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also include alternate hours such as evenings, late nights and weekends. County will provide a list of County-recognized holidays.

### 8.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by the Contractor shall include, but not be limited to, the following:

- 8.1 Targeted HIV Screening Services: Contractor shall conduct outreach to individuals at high risk for HIV, with a focus on MSM and transgender persons who reside in the City of Long Beach and provide targeted HIV screening services in order to identify undiagnosed HIV infection (at least 75% of those screened must be in the target populations). All screening services provided must be consistent with federal, State, and local guidelines and policies and ensure appropriate medical oversight of screening services.
- 8.2 Targeted STD Screening and Treatment Services: Contractor shall conduct outreach to individuals at high risk for STD infection, with a focus on MSM and transgender persons who reside in the City of Long Beach and provide targeted STD screening services to identify undiagnosed STD infections and provide STD treatment services as necessary (at least 75% of those screened must be in the target populations). All screening and treatment services must have appropriate medical oversight and be consistent with California and local guidelines and policies; if on-site treatment is not available, then ensure verifiable, appropriate linkage to off-site treatment services is made.
- 8.3 Ensure Access to Pre-Exposure Prophylaxis (PrEP) Services: Contractor must ensure one hundred percent (100%) of individuals at high risk for HIV and STD infection who receive services are also provided access to counseling, education and referral services for PrEP.

## APPENDIX A

# COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

## STATEMENT OF WORK

- 8.4 Counsel and Refer for Post-Exposure Prophylaxis (PEP): Contractor shall counsel and refer all clients indicating exposure to HIV within the last 72 hour time period for evaluation to PEP services, as appropriate.
- 8.5 Prevention with Positives: Contractor must provide high-impact prevention programming targeted to individuals with new or previously diagnosed HIV infection.
- 8.5.1 Link to Care Services: Contractor shall link, at a minimum, 85% of HIV positive clients within 30 days with HIV-related medical care consistent with guidelines from the Centers for Disease Control and Prevention and local guidelines.
- 8.5.2 Re-engage in Care Services: Contractor shall re-engage HIV positive clients known to be out of medical care back into HIV medical care and treatment services.
- 8.5.3 Support Viral Suppression: Assist clients with medication adherence and provide any general support needed to help them achieve and maintain viral suppression.
- 8.6 Ensure Linkage to Partner Services: Contractor shall ensure that one hundred percent (100%) of clients who test positive for HIV, syphilis, or gonorrhea are linked to DHSP Partner Counseling and Referral Services.
- 8.7 Benefits Screening Program: Contractor shall implement a benefits screening program that assesses client's eligibility for public and social services (including, but not limited to health insurance navigation and enrollment; mental health and substance use services; housing; transportation, employment services; and other high impact HIV and STD prevention services), promotes enrollment in those services for which a client qualifies, and maximizes payment from third-party payer sources.
- 8.8 Comply with Reporting Requirements: Contractor shall comply with all DHSP data reporting requirements. Additionally, all State HIV, STD, and hepatitis reporting requirements must be followed and can be located at:  
<http://publichealth.lacounty.gov/dhsp/ReportCase.htm>



## APPENDIX A

### COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH REQUEST FOR PROPOSALS

#### STATEMENT OF WORK

- 8.9 Staff Retention Policies and Procedures: Contractor shall provide County a staff retention policies and procedures plan within thirty (30) days of the Contract start date.
- 8.10 CLIA Eligible/Covered Provider: Where rapid HIV tests are performed, Contractor must ensure that a Quality Assurance (QA) Plan and a California issued certificate indicating the site is a Clinical Laboratory Improvement Act (CLIA) eligible/covered provider is submitted.

## APPENDIX B-1 BUDGET INSTRUCTIONS

### **OVERVIEW**

These Budget Instructions provide Proposers direction for completing the following:

- Section 1 - Budget Justification (Appendix B-2)
- Section 2 - Budget (Appendix B-3)

Each of Proposer's budget forms should only reflect costs associated with its proposed program(s) and must:

- a) Be feasible and cost effective for the proposed quantity and quality of activities pursuant to Appendix A, Statement of Work; and Exhibit 24, Sample Scope of Work and Template
- b) Include staffing patterns that are appropriate for the proposed program services;
- c) Provide operating costs that are consistent with the quantity and type of services proposed;
- d) Include justification that is detailed and has adequate rationale for each line item expenditure; and
- e) Be submitted utilizing the budget format provided and with the correct calculations.

**Proposer is advised that budget forms referenced above are the only budget formats acceptable.** Any other formats submitted will not be reviewed and shall result in Proposer receiving zero points for this section of the evaluation. Proposer(s) selected for funding will be required to provide a more detailed line-item budget and budget justification using an expanded budget template at the time of contract negotiations.

### **SECTION 1. BUDGET (APPENDIX B-1) INSTRUCTIONS**

Proposer must submit a budget for a **12-month period** and should reflect all of the significant activities described in the submitted proposal and outlined in Appendix A Statement of Work. Proposer may use additional sheets as necessary, however the budget must be formatted and provide all the information as required in the template and budget instructions.

Proposals with requested annual budgets submitted in excess of \$1.8 million will be deemed **non-responsive and will be disqualified** from further consideration consistent with RFP Sub-paragraph 1.3, Availability of Funding.

**Unallowable Costs** - All Proposers are advised to review the *United States Public Health Service (US PHS) Grants Policy Statement* and *OMB Circular A-122, Cost Principles for Non-Profit Organizations*, for a discussion and examples of unallowable costs. Proposed budgets should not include unallowable costs and are only the basis for negotiation. Should a Proposer be selected for funding, a final budget will be negotiated within the established federal, State and local accounting guidelines and principles.

DHSP Financial Services will work with those Proposers recommended for awards to ensure no ineligible items are allocated against the final, approved program budget. The US PHS grants policy statement and *OMB Circular A-122* can be accessed by using the links provided below:

- US PHS grants: <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>
- OMB Circular: <http://www.nonprofitaccountingbasics.org/federal-awards/omb-circular-122>

## APPENDIX B-1 BUDGET INSTRUCTIONS

**Administrative Costs** - Proposers should not attempt to calculate administrative costs in their requested budget proposal. Proposers recommended for funding awards will be given further instructions on administrative cost caps and how to incorporate administrative costs into their budget request prior to contract negotiations.

### A. Full-Time and Part-Time Salaries

**Full-Time Salaries:** List each employee by position. Staff members and other employees are determined by the fact that agency reports and pays payroll taxes (SUI, FICA, etc.) and pays employees' income taxes as basic legal requirements. Include the name of the staff person filling each position. Specify vacant if staff have not been identified. (*Note:* The annual salary limit for staff listed on budget is \$183,300 as of January 2015; this is based on the Executive Level II salary of the Federal Executive Pay Scale)

- **Full-Time Salaries:** Enter the position title for each full-time equivalent that will provide services under the proposed program.
- **Monthly Salary:** For each position, enter the monthly salary based on the full-time equivalent.
- **Number (#) of Months:** For each position, indicate the budgeted number of months for a 12-month period.
- **Percentage (%) of Time:** Enter the total percentage of time that each employee will work for the proposed services. If all of an employee's time will be spent on the proposed services, enter 100% (100% means 40 hours per week). If less than 40 hours per week will be spent on the proposed services, enter the appropriate percentage of time. If an employee is a part-time staff (working for the agency less than 40 hours a week and only for the proposed services) list them under part-time staff.
- **Total:** The salary amounts being requested will automatically calculate as it applies to the proposed program. (Example: For each full-time position, the monthly salary will be multiplied by the number of months and by the percent of time. This amount will automatically be entered in the Total column.
- **Sub-total Full-Time Salaries:** The subtotal amounts for Full-Time Salaries will automatically calculate in the Total column.

**Part-Time Salaries:** Part-time staff are individuals who work for the agency on a part-time basis only for the proposed services, and are paid on an hourly basis. Note: If an employee works 40 hours per week but only 40% of their time is charged to the project and 60% charged to another project within the agency, they should be listed under full-time staff.

- **Part-Time Salaries:** Enter the position title for each part-time position that will provide services under the proposed program.
- **Hourly Salary per hour:** For each part-time position, enter the hourly rate.
- **Percentage (%) of Time:** Enter the total percentage of time that each part-time employee will work for the proposed services.
- **Number of hours worked annually:** For each part-time, enter the position's annual number of hours.
- **Total:** The salary amounts being requested will automatically calculate as it applies to the proposed program. (Example: For each part-time position, the

## APPENDIX B-1 BUDGET INSTRUCTIONS

hourly rate will be multiplied by the number of hours and by the percent of time. This amount will automatically be entered in the Total column.

- Sub-total Part-Time Salaries: The sub-total amounts for Part-Time Salaries will automatically calculate in the Total column.
- Total Salaries: The Sub-total Full-Time and Sub-total Part-Time Salaries will automatically calculate in the Total Salaries row.

### B. Employee Benefits

- Employee Benefits for Full-Time Salaries: Indicate the estimated total employee benefit percentage rate for which the agency is responsible (e.g., FICA, SUI, Worker's Compensation, retirement, etc.). The Subtotal Salaries will be automatically multiplied by the Employee Benefits Rate and entered in the Total column.
- Employee Benefits for Part-Time Salaries: Indicate the estimated total employee benefit percentage rate for which the agency is responsible (e.g., FICA, SUI, Worker's Compensation, retirement, etc.). The Subtotal Salaries will be automatically multiplied by the Employee Benefits Rate and entered in the Total column.
- Total Employee Benefits: The Total Full-Time and Total Part-Time Employee Benefits will automatically calculate and entered in the Total row.

### C. Operating Expenses

Identify the type of expense (e.g., office or facility rent/lease, office supplies, printing/reproduction, telephone, etc.) and enter the costs that will be necessary for the performance of the contract in the Total column. The costs for operating expenses should conform to your proposed program objectives. *Please note*, there will be no reimbursement for mortgage expenses on agency or self-owned property.

### D. Mileage and Travel

Identify the mileage from the office to the worksite for each employee, multiply by the **lower** of the agency's current mileage rate or the County's prevailing rate (Los Angeles County mileage reimbursement rate is \$0.51 per mile) and enter the amount in the Amount column.

Identify the travel costs associated with each sponsored training and/or meeting and enter the amount (e.g. registration, hotel, airfare, etc.) in the Amount column.

### E. Other Costs (including Consultant/Contractor)

Identify the costs that will be necessary for the performance of the contract and enter the amounts (e.g., consultant costs, subcontractor costs, required testing materials, incentives, condoms, etc.) in Amount column.

### F. Total Direct Costs

The total of expense categories A through E will add automatically to the Total.

### G. Indirect Costs

Enter the Indirect Cost rate to be charged to the contracted program. The rate will be automatically multiplied against the total Salary and Employee Benefits costs. **Total Indirect Costs may not exceed 15% of an agency's total Salary and Employee Benefits cost.**

## APPENDIX B-1 BUDGET INSTRUCTIONS

To request funds for an Indirect Cost rate, agency may use a de minimus Indirect Cost rate of 10% for non-federal entities or Proposer must have one of the following on file in order to use a rate higher than 10%: Federally Negotiated Indirect Cost Rate Agreement (NICRA) or an Auditor Certified Indirect Cost Rate (from the past three (3) years or no earlier than agency fiscal year 2013). *Please note*, Proposer(s) recommended for funding will need to provide a copy of the NICRA or an Auditor Certified Indirect Cost Rate (as referenced herein) during contract negotiations.

### H. Total Program Budget

The total of expense categories F through G will automatically add to the Total Amount.

## **SECTION 2. BUDGET JUSTIFICATION (APPENDIX B-2) - INSTRUCTIONS**

Proposer must submit a Budget Justification (Appendix B-2) that is detailed, specific, and explains how **each** of the costs fiscally supports the activities of the proposed program, staffing requirements, organizational requirements, necessary supplies, etc. Also, this is where the Proposer should clearly identify any one-time costs. Proposer may use additional sheets as necessary; however the Proposer's Budget Justification must be formatted and provide all the information as required in the template and budget instructions.

### A. Full-Time and Part-Time Salaries

List each position by job title and briefly justify each position and duties by relating it to specific program objectives.

### B. Employee Benefits

Identify the method to calculate the employee benefits percentage rate. List each employee benefit, its appropriate percentage rate, and the total Employee Benefits rate for full-time and part-time employees. (Example: FICA 7.65%, SUI 3%, Workers' Compensation 1%, Medical/Dental 5%, Retirement 2%, Other 1%, etc. for a total Employee Benefits rate of 19.65%)

### C. Operating Expenses

Identify and briefly describe the costs necessary for the performance of the program. The narrative should describe how the costs will relate to the program objectives including: telephone, postage, utilities, office supplies, printing/reproduction, computer connection, rent, etc. The costs must be used specifically for the delivery of the proposed services and should assist your agency in meeting program objectives. Include cost calculations.

### D. Mileage and Travel

Mileage pertains to vehicle trips within Los Angeles County. Mileage example: Reimbursement is requested at \$0.51 per mile for mileage incurred by project staff driving to outreach and enrollment sites. The mileage rate cannot exceed the County's mileage reimbursement rate and must be the **lower** of the agency's reimbursement rate or County's.

Travel pertains to pre-approved in-state, excluding travel within Los Angeles County or budgeted out-of-state trips. Briefly describe all travel-related costs. Give the purpose of the trip, destination, and the title(s) of persons who will be taking the trip.

**APPENDIX B-1  
BUDGET INSTRUCTIONS**

**E. Other Costs (including Consultant/Contractor)**

Briefly describe and justify any non-routine, occasional or one-time expenses needed for the performance of the program. The narrative should describe how the costs will relate to the program objectives, including any materials or incentives for clients, supplies, condoms, etc. The costs must be used specifically for the delivery of the proposed services and should assist your agency in meeting program objectives. Include cost calculations.

**APPENDIX B-2  
BUDGET JUSTIFICATION**

<b>PROPOSER'S NAME:</b>	
<b>BUDGET TERM:</b>	12 Months

<b>A.</b>	<b>FULL-TIME AND PART-TIME SALARIES</b>	
	<b>Full-Time Position and Job Title</b>	<b>Job Duties Related to Specific Program Objectives</b>
	<b>Part-Time Position and Job Title</b>	<b>Job Duties Related to Specific Program Objectives</b>

<b>B.</b>	<b>EMPLOYEE BENEFITS</b>	
	<b>Full-Time Employee Benefit</b>	<b>Percentage Rate</b>
	Total Full-Time Employee Benefits Rate	
	<b>Part-Time Employee Benefit</b>	<b>Percentage Rate</b>
	Total Part-Time Employee Benefits Rate	

<b>C.</b>	<b>OPERATING EXPENSES</b>	
	<b>Item</b>	<b>Item Justification</b>

**APPENDIX B-2  
BUDGET JUSTIFICATION**

<b>D. MILEAGE AND TRAVEL</b>	
<b>Item</b>	<b>Item Justification</b>

<b>E. OTHER COSTS (Including Consultant/Contractor)</b>	
<b>Item</b>	<b>Item Justification</b>



# APPENDIX C

Contract No. PH-\_\_\_\_\_



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN  
THE CITY OF LONG BEACH**

**DEPARTMENT OF PUBLIC HEALTH  
APPENDIX C – SAMPLE CONTRACT**

Paragraph	TABLE OF CONTENTS	Page
	<b><u>CONTRACT BODY (CB)</u></b>	
	Recitals .....	XX
1.	Applicable Documents.....	XX
2.	Definitions.....	XX
3.	Description of Services.....	XX
4.	Term of Contract .....	XX
5.	Maximum Obligation of County .....	XX
6.	Invoices and Payment.....	XX
7.	Funding/Services Adjustments and Reallocations.....	XX
8.	Alteration of Terms/Amendments.....	XX
9.	Confidentiality.....	XX
10.	Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List or County Employees’ Right of First Refusal and Contractor’s Offers of Employment .....	XX
11.	Indemnification .....	XX
12.	General Provisions for all Insurance Coverages .....	XX
13.	Insurance Coverage Requirements.....	XX
14.	Ownership of Materials, Software, Copyright .....	XX
15.	Publicity.....	XX
16.	Record Retention and Audits .....	XX
17.	Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying.....	XX
	<b>UNIQUE TERMS AND CONDITIONS</b>	
18A.	Contractor’s Charitable Activities Compliance.....	XX
18B.	Contractor's Exclusion from Participation in a Federally Funded Program.....	XX
18C.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76).....	XX

18D. Whistleblower Protections .....	XX
18E. Liquidated Damages .....	XX
18F. Local Small Business Enterprise (SBE) Preference Program .....	XX
18G. Data Destruction .....	XX
18H. Quality Management .....	XX
18I. Quality Management Plan .....	XX
18J. Quality Management Program Monitoring.....	XX
18K. DHSP Grievance Program .....	XX
19. Construction .....	XX
20. Conflict of Terms .....	XX
21. Contractor's Offices.....	XX
22. Notices .....	XX

**ADDITIONAL PROVISIONS (AP)**

23. Administration of Contract.....	XX
24. Assignment and Delegation .....	XX
25. Authorization Warranty.....	XX
26. Budget Reduction.....	XX
27. Contractor Budget and Expenditures Reduction Flexibility.....	XX
28. Complaints.....	XX
29. Compliance with Applicable Law .....	XX
30. Compliance with Civil Rights Law .....	XX
31. Compliance with the County's Jury Service Program.....	XX
32. Conflict of Interest .....	XX
33. Consideration of Hiring Gain/Grow Participants .....	XX
34. Contractor Responsibility and Debarment.....	XX
35. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	XX
36. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	XX
37. County's Quality Assurance Plan .....	XX
38. Service Delivery Site – Maintenance Standards .....	XX

39. Rules and Regulations .....	XX
40. Damage to County Facilities, Buildings or Grounds .....	XX
41. Employment Eligibility Verification.....	XX
42. Facsimile Representations .....	XX
43. Fair Labor Standards.....	XX
44. Fiscal Disclosure .....	XX
45. Contractor Performance During Civil Unrest or Disaster .....	XX
46. Governing Law, Jurisdiction, and Venue.....	XX
47. Independent Contractor Status .....	XX
48. Licenses, Permits, Registrations, Accreditations, Certificates.....	XX
49. Nondiscrimination in Services .....	XX
50. Nondiscrimination in Employment .....	XX
51. Non-Exclusivity.....	XX
52. Notice of Delays .....	XX
53. Notice of Disputes .....	XX
54. Notice to Employees Regarding the Federal Earned Income Credit .....	XX
55. Notice to Employees Regarding the Safely Surrendered Baby Law .....	XX
56. Prohibition Against Inducement or Persuasion.....	XX
57. Prohibition Against Performance of Services While Under the Influence .....	XX
58. Public Records Act.....	XX
59. Purchases .....	XX
60. Real Property and Business Ownership Disclosure .....	XX
61. Reports.....	XX
62. Recycled Content Bond Paper .....	XX
63. Solicitation of Bids or Proposals.....	XX
64. Staffing and Training/Staff Development.....	XX
65. Subcontracting .....	XX
66. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	XX
67. Termination for Convenience .....	XX
68. Termination for Default.....	XX

69. Termination for Gratuities and/or Improper Consideration .....	XX
70. Termination for Insolvency .....	XX
71. Termination for Non-Appropriation of Funds .....	XX
72. No Intent to Create a Third Party Beneficiary Contract .....	XX
73. Time Off for Voting .....	XX
74. Unlawful Solicitation .....	XX
75. Validity.....	XX
76. Waiver .....	XX
77. Warranty Against Contingent Fees .....	XX
78. Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	XX
79. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	XX

**STANDARD EXHIBITS**

- Exhibit A – Statement(s) of Work – Not attached to Sample
- Exhibit B – Scope(s) of Work – Not attached to Sample
- Exhibit C – Budget(s) – Not attached to Sample
- Exhibit D – Contractor's EEO Certification
- Exhibit E – County's Administration
- Exhibit F – Contractor's Administration
- Exhibit G – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit H – Health Insurance Portability and Accountability Act (HIPAA)

**UNIQUE EXHIBITS**

- Exhibit I – Charitable Contributions Certification
- Exhibit J - People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit K - Guidelines for Staff Tuberculosis Screening

Contract No. \_\_\_\_\_

**DEPARTMENT OF PUBLIC HEALTH  
COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG  
BEACH  
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, County has established Division of HIV and STD Programs (hereafter "DHSP") under the administrative direction of County's Department of Public Health (hereafter "DPH"); and

WHEREAS, County is authorize by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, it is established by virtue of County's receipt of grant funds under the federal and State that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, and procedures of the funding source, governing administration, and fiscal authorities, and all laws issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into contract to provide Comprehensive HIV and STD Services in the City of Long Beach for compensation, as set forth herein; and

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

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, 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 – Statement(s) of Work
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – County’s Administration
- Exhibit F – Contractor’s Administration
- Exhibit G – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit H – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

- Exhibit I – Charitable Contributions Certification
- Exhibit J - People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit K - Guidelines for Staff Tuberculosis Screening

2. DEFINITIONS:

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



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

3. DESCRIPTION OF SERVICES:

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

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

C. If 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 date of Board approval and shall continue in full force and effect for a period of five (5) years, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term for up to six (6) month to month optional extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option 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 DPH at the address herein provided in Section 22, Notices.

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective \_\_\_\_\_ through \_\_\_\_\_, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. Effective \_\_\_\_\_ through \_\_\_\_\_, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

C. If contract is extended, effective \_\_\_\_ through \_\_\_\_, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit C, 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 DPH Division of HIV and STD Programs (DHSP) Program Manager at 600 S. Commonwealth Avenue, 10th Floor, Los Angeles, CA 90005.

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

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

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

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly 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, 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 the budget , as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to

confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

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

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

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.

**OR**

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 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. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars

(\$3,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who 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."

18E. 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.

18F. 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.

18G. 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.

18H. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on patient linkages to and retention in care and follow-up;
- D. Track client perception of their health and effectiveness of the service received through patient satisfaction surveys;
- E. Serve as a continuous quality improvement (CQI) process with direct reporting of data and performance improvement activities to senior leadership no less than on an annual basis.

18I. QUALITY MANAGEMENT PLAN:

Contractor shall implement its QM program based on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Contract, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director



or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Performance Indicators – Contractor shall describe how performance indicators are selected. Contractor shall collect and analyze data for at least one (1) or more performance indicators. Contractor may select indicators from the DHSP approved clinical and performance measures set (core and supplemental measures) or select other aspects of care or service. Contractor may request technical assistance from DHSP Quality Management for assistance in selection, development and implementation of performance indicators.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.

(3) Data Analysis – Contractor shall describe its process for review and analysis of performance indicator monitoring results at the QM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.

(4) Improvement Strategies - Contractor shall describe its QM Committee's process for selecting performance improvement projects and activities and how this is documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

E. Participation in Los Angeles Regional Quality Group: Contractor shall identify a representative to participate in at least two (2) quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the National Quality Center and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

F. QM Contact: Contractor shall identify a contact for all QM related activities and issues. This person shall serve as point of contact for QM related matters, requests, announcements and other activities.

G. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.

H. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.

I. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the

event, pursuant to federal and State laws, statutes, and regulations.

Reportable events shall include the following:

(a) Any unusual incident and/or sentinel event which threaten the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) The written report shall include the following:

(a) Patient's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

18J. QUALITY MANAGEMENT PROGRAM MONITORING:

To determine compliance, DHSP shall review contractor's QM program annually.

A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for

implementation of the following components:

A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting.

18K. DHSP GRIEVANCE PROGRAM:

A. Definition: The word grievance is often used to refer to a complaint, a problem, or cause of dissatisfaction or unhappiness about an aspect of care or service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have 5 ways to contact DHSP about their complaints or concerns:

- (1) Grievance (telephone) Line
- (2) Fax
- (3) Email
- (4) Mail (postal)
- (5) In person

B. Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and followed-up on the next business day. This Grievance Line is not

intended to respond to emergency or crisis-related concerns.

C. Grievance-Management:

(1) Within ten (10) days of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received and request to investigate and provide specific information.

(2) Contractor shall have 30 days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) GRIEVANCE POSTERS: Grievance posters are provided to Contractor. Poster contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff, as well as clients/patients know the purpose of the Grievance Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Grievance Program.

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 HIV and STD Programs  
600 South Commonwealth Avenue, Suite 1000  
Los Angeles, California 90005

Attention: Project 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](mailto: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](http://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](http://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 C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

## APPENDIX C – RFP SAMPLE CONTRACT EXHIBITS

### CONTRACT FOR COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH TABLE OF CONTENTS OF EXHIBITS

#### **STANDARD EXHIBITS**

- A STATEMENT(S) OF WORK (NOT ATTACHED TO SAMPLE)
- B SCOPE(S) OF WORK (NOT ATTACHED TO SAMPLE)
- C BUDGET(S) (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

#### **UNIQUE EXHIBITS**

- I CHARITABLE CONTRIBUTIONS CERTIFICATION
- J PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES
- K GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

***STATEMENT(S) OF WORK***

***NOT ATTACHED TO SAMPLE***

***SCOPE(S) OF WORK***

***NOT ATTACHED TO SAMPLE***



***BUDGET(S)***

***NOT ATTACHED TO SAMPLE***

## 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
 

---

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY PROJECT MANAGER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY CONTRACT PROJECT MONITOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- OR**
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**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: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**  
**CONTRACTOR'S OBLIGATION AS A COVERED ENTITY UNDER THE HEALTH**  
**INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient's medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS

AND CODE SET, PRIVACY AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMELSS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.”

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

---

Signature

---

Date

---

Name and Title of Signer (please print)

## EXHIBIT J

### PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

The purpose of this Patient and Client Bill of Rights is to help enable clients act on their own behalf and in partnership with their providers to obtain the best possible HIV/AIDS care and treatment. This Bill of Rights and Responsibilities comes from the hearts of people living with HIV/AIDS in the diverse communities of Los Angeles County. As someone newly entering or currently accessing care, treatment or support services for HIV/AIDS, you have the right to:

#### **A. Respectful Treatment**

1. Receive considerate, respectful, professional, confidential and timely care in a safe client-centered environment without bias.
2. Receive equal and unbiased care in accordance with federal and State laws.
3. Receive information about the qualifications of your providers, particularly about their experience managing and treating HIV/AIDS or related services.
4. Be informed of the names and work phone numbers of the physicians, nurses and other staff members responsible for your care.
5. Receive safe accommodations for protection of personal property while receiving care services.
6. Receive services that are culturally and linguistically appropriate, including having a full explanation of all services and treatment options provided clearly in your own language and dialect.
7. Look at your medical records and receive copies of them upon your request (reasonable agency policies including reasonable fee for photocopying may apply).
8. When special needs arise, extended visiting hours by family, partner, or friends during inpatient treatment, recognizing that there may be limits imposed for valid reasons by the hospital, hospice or other inpatient institution.

#### **B. Competent, High-Quality Care**

1. Have your care provided by competent, qualified professionals who follow HIV treatment standards as set forth by the Federal Public Health Service Guidelines, the Centers for Disease Control and Prevention (CDC), the California Department of Health Services, and the County of Los Angeles.
2. Have access to these professionals at convenient times and locations.
3. Receive appropriate referrals to other medical, mental health or other care services.

#### **C. Make Treatment Decisions**

1. Receive complete and up-to-date information in words you understand about your diagnosis, treatment options, medications (including common side effects and complications) and prognosis that can reasonably be expected.
2. Participate actively with your provider(s) in discussions about choices and options available for your treatment.
3. Make the final decision about which choice and option is best for you after you have been given all relevant information about these choices and the clear recommendation of your provider.
4. Refuse any and all treatments recommended and be told of the effect not taking the treatment may have on your health, be told of any other potential consequences of your refusal and be assured that you have the right to change your mind later.
5. Be informed about and afforded the opportunity to participate in any appropriate clinical research studies for which you are eligible.
6. Refuse to participate in research without prejudice or penalty of any sort.
7. Refuse any offered services or end participation in any program without bias or impact on your care.
8. Be informed of the procedures at the agency or institution for resolving misunderstandings, making complaints or filing grievances.
9. Receive a response to a complaint or grievance within 30 days of filing it.
10. Be informed of independent ombudsman or advocacy services outside the agency to help you resolve problems or grievances (see number at bottom of this form), including how to access a federal complaint center within the Center for Medicare and Medicaid Services (CMS).

**D. Confidentiality and Privacy**

1. Receive a copy of your agency's Notice of Privacy Policies and Procedures. (Your agency will ask you to acknowledge receipt of this document.)
2. Keep your HIV status confidential or anonymous with respect to HIV counseling and testing services. Have information explained to you about confidentiality policies and under what conditions, if any, information about HIV care services may be released.
3. Request restricted access to specific sections of your medical records.
4. Authorize or withdraw requests for your medical record from anyone else besides your health care providers and for billing purposes.
5. Question information in your medical chart and make a written request to change specific documented information. (Your physician has the right to accept or refuse your request with an explanation.)

**E. Billing Information and Assistance**

1. Receive complete information and explanation in advance of all charges that may be incurred for receiving care, treatment and services as well as payment policies of your provider.
2. Receive information on any programs to help you pay and assistance in accessing such assistance and any other benefits for which you may be eligible.

**F. Patient/Client Responsibilities**

In order to help your provider give you and other clients the care to which you are entitled, you also have the responsibility to:

1. Participate in the development and implementation of your individual treatment or service plan to the extent that you are able.
2. Provide your providers, to the best of your knowledge, accurate and complete information about your current and past health and illness, medications and other treatment and services you are receiving, since all of these may affect your care. Communicate promptly in the future any changes or new developments.
3. Communicate to your provider whenever you do not understand information you are given.
4. Follow the treatment plan you have agreed to and/or accepting the consequences of failing the recommended course of treatment or of using other treatments.
5. Keep your appointments and commitments at this agency or inform the agency promptly if you cannot do so.
6. Keep your provider or main contact informed about how to reach you confidentially by phone, mail or other means.
7. Follow the agency's rules and regulations concerning patient/client care and conduct.
8. Be considerate of your providers and fellow clients/patients and treat them with the respect you yourself expect.
9. Refrain from the use of profanity or abusive or hostile language; threats, violence or intimidations; carrying weapons of any sort; theft or vandalism; intoxication or use of illegal drugs; sexual harassment and misconduct.
10. Maintain the confidentiality of everyone else receiving care or services at the agency by never mentioning to anyone who you see here or casually speaking to other clients not already known to you if you see them elsewhere.

**For More Help or Information**

Your first step in getting more information or involving any complaints or grievances should be to speak with your provider or a designated client services representative or patient or treatment advocate at the agency. If this does not resolve any problem in a reasonable time span, or if serious concerns or issues that arise that you feel you need to speak about with someone outside the agency, you may call the number below for confidential, independent information and assistance.

For patient and complaints/grievances call (800) 260-8787  
8:00 am – 5:00 pm  
Monday – Friday

## EXHIBIT K

### GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

#### INTRODUCTION

Tuberculosis (TB) is a contagious infection in humans transmitted largely by airborne particles containing the TB bacillus, *Mycobacterium tuberculosis*, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Public Health, Tuberculosis Control Division of HIV and STD Programs.

#### POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

#### IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually (12 months) thereafter.
  - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
  - B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
- II. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or Interferon Gamma Release Assay (IGRA) or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential. (Note: Use of the IGRA for screening health care workers requires a grant of program flexibility from the California Department of Health Services, Licensing and Certification. Please contact your local Licensing and Certification office for more information on how to obtain a grant of program flexibility.

- A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration or results of IGRA testing.
    - 1. If the tuberculin skin or IGRA test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
    - 2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test or IGRA need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
  
  - B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test or IGRA and submit to Contractor the results of such test. For the tuberculin skin test, results must be recorded in millimeters of induration.
    - 1. If this annual tuberculin test or IGRA is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
    - 2. Persons with a documented history of a positive tuberculin skin test or IGRA and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.
  
  - C. Contractor shall consult with Los Angeles County - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
  
  - D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
- III. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test or IGRA, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
  - B. The results of the annual Mantoux tuberculin skin test or IGRA or physician certification that the person does not have communicable TB; and
  - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
    - 1. Change in the tuberculin skin test or IGRA result from negative to positive;
    - 2. Person who is known or suspected to have a current diagnosis of TB; and
    - 3. Person who is known to be taking TB medications for treatment of disease only.

**APPENDIX D**

**REQUIRED FORMS**

**FOR**

**COMPREHENSIVE HIV AND STD PREVENTION  
SERVICES IN THE CITY OF LONG BEACH**



# **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 CERTIFICATION OF NO CONFLICT OF INTEREST
- 6 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT
- 7 REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- 8 PROPOSER'S EEO CERTIFICATION
- 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 10 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

### **COST FORMS**

11-14 INTENTIONALLY OMITTED

### **LIVING WAGE FORMS**

15-18 INTENTIONALLY OMITTED

### **2004 NONPROFIT INTEGRITY ACT (SB 1262, CHAPTER 919)**

19 CHARITABLE CONTRIBUTIONS CERTIFICATION

### **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

20 INTENTIONALLY OMITTED

### **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

### **PROPOSER'S PENDING LITIGATION AND/OR JUDGMENTS**

22 PROPOSER'S PENDING LITIGATION AND/OR JUDGMENTS

### **ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

23 ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

### **SAMPLE SCOPE OF WORK AND TEMPLATE**

24 SAMPLE SCOPE OF WORK AND TEMPLATE

**REQUIRED FORMS - EXHIBIT 1**

**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

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

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

_____	_____	_____
Name	State	Year Inc.

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

\_\_\_\_\_

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

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

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

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

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

Name	Year of Name Change
_____	_____
_____	_____

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

\_\_\_\_\_  
\_\_\_\_\_

Proposer acknowledges and certifies that it meets and will comply with the Minimum Mandatory Qualifications as stated in Paragraph 3.0, of this Request for Proposal, as listed below. All requirements must be met on the day that proposals are due.

Check the appropriate boxes:

**3.1**  **Yes**  **No** **Experience**

Proposer must have a minimum of three (3) years of experience within the last five (5) years providing HIV and STD prevention services to populations at high risk for acquiring and transmitting HIV and STD infection, particularly MSM and transgender persons in Los Angeles County.

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

Proposer's Name:

\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

E-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Internal Revenue Service  
Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
California Business License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
County WebVen Number

**REQUIRED FORMS - EXHIBIT 2  
PROSPECTIVE CONTRACTOR REFERENCES**

**Contractor's Name:** \_\_\_\_\_

List Five (5) References where the same or similar scope of services were provided. **DHSP or DHSP staff must not be used as references.**

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

**REQUIRED FORMS - EXHIBIT 3**  
**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List of all non-profit and public entities for which the Contractor has provided service within the last five (5) years. Use additional sheets if necessary.

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

**REQUIRED FORMS - EXHIBIT 4**  
**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List of all contracts that have been terminated within the past five (5) years. Use additional sheets if necessary.

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

**REQUIRED FORMS - EXHIBIT 5**  
**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

**REQUIRED FORMS - EXHIBIT 6**  
**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: \_\_\_\_\_



**REQUIRED FORMS - EXHIBIT 7**

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.

<b>Business Structure:</b> <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) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> 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

**IV. 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

**REQUIRED FORMS - EXHIBIT 8**  
**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.

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

---

Signature

---

Date

---

Name and Title of Signer (please print)

**REQUIRED FORMS - EXHIBIT 9**  
**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](mailto: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: \_\_\_\_\_

## REQUIRED FORMS - EXHIBIT 10

### 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 given an exemption from the Program.

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

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

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

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

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

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

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

**OR**

**Part II: Certification of Compliance**

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

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

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS - EXHIBIT 19**  
**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)

## REQUIRED FORMS EXHIBIT 21

### 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:

**REQUIRED FORMS – EXHIBIT 22**  
**PROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGMENTS**

**Prospective Contractor’s Name:** \_\_\_\_\_

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

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

Please state “Not Applicable” if your company doesn’t have pending litigation or judgments

\_\_\_\_\_

**REQUIRED FORMS – EXHIBIT 23**

**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

Proposer/Contractor, \_\_\_\_\_ hereby affirms that it  
(Proposer's/Contractor's Legal Entity Name)

Understands and agrees that a submission of a Proposal response to the County of Los Angeles, Department of Public Health, Request for Proposals (RFP) for Comprehensive HIV and STD Prevention Services in the City of Long Beach, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP and any addenda thereto.

Signature of Authorized Representative of Proposing/Contracting Entity:	Date:
--	-------

Print Name:	Title
-------------	-------



**REQUIRED FORMS – EXHIBIT 24  
SAMPLE SCOPE OF WORK AND TEMPLATE  
COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH  
RFP NO. 2016-005**

**INSTRUCTIONS FOR COMPLETING PROPOSER’S EXHIBIT:** Proposer must submit a completed Scope of Work for proposed program. Proposer’s Scope of Work should outline the Proposer’s Measureable Objectives; Implementation Activities; Timeline; and Methods of Evaluating Objective(s) and Documentation for a twelve month period. Proposer should develop a plan that incorporates activities which will address all of the specific work requirements covered in Appendix A, Statement of Work, Section 8.0, Specific Work Requirements. Proposer establishing partnerships and formal agreements with other subcontractors or consultants to accomplish specific work requirements should clearly identify which activities the subcontractor or consultant will accomplish. Proposer’s Scope of Work template should outline exactly how the program will be implemented in practice. To assist Proposer’s in developing their Scope of Work, a “Sample Scope of Work” is provided below and should **only** be used by the Proposer as a guideline. **Proposer is advised that no other format and/or template will be accepted other than Exhibit 24.**

**“SAMPLE SCOPE OF WORK”**

**Goal No. 1:** To provide comprehensive HIV and STD prevention services to MSM and transgender persons in the City of Long Beach

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 12/31/17, a minimum of 300 MSM will be screened for HIV and STDs	1.1 Develop recruitment protocol, referral and linked referral protocol, brief risk screener forms, brief HIV risk assessment, and educational pamphlets. Submit to Division of HIV and STD Programs (DHSP) for approval. 1.2 Schedule recruitment encounters and maintain a calendar with sites, dates, and times. 1.3 Conduct recruitment and brief HIV risk assessment, maintain encounter logs including but not limited to: client identification information, sites, dates, demographic information, and materials presented. 1.4 Conduct brief risk screening of clients 1.5 Perform screening	By 03/01/17  By 03/01/17 and ongoing  03/01/17 and ongoing  03/01/17 and ongoing  03/01/17	1.1 Letter(s) of DHSP approval and materials will be kept on file. 1.2 Documents will be kept on file and submitted with monthly reports to DHSP. 1.3 Completed materials will be kept on file and number of participants documented in monthly reports to DHSP. 1.4 Documents will be kept on file and submitted with monthly reports to DHSP. 1.5 Document each screening in order to verify whether objective 1.0 was met.

**REQUIRED FORMS – EXHIBIT 24  
 SAMPLE SCOPE OF WORK AND TEMPLATE  
 COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH  
 RFP NO. 2016-005**

Proposer's Name:

Location (within City of Long Beach):

Goal No. 1:

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION

- D. Contractor shall develop and implement a system to track the dates on which the initial and annual TB screening results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.
- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
- A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
  - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
  - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
  - D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the Los Angeles County - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

## REQUEST FOR PROPOSAL (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: <b>COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN THE CITY OF LONG BEACH</b>	Project No. <b>RFP NO.: 2016-005</b>

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. 20599I

# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

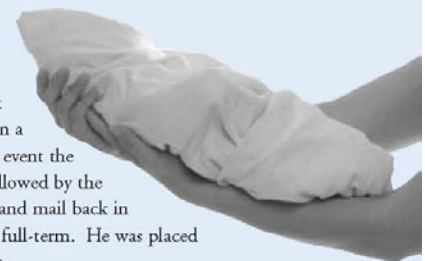
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



*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](http://www.babysafela.org)



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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**APPENDIX K  
PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS FORM**

**Instructions:** Proposers must demonstrate their ability to meet each of the Minimum Mandatory Qualifications (MMQ) outlined in the RFP, Section 3, as applicable, in order for their proposal to qualify for further review. Proposers are to complete and submit Appendix K, with their proposal as specified in Subsection 7.8.3 B. Proposers are encouraged to document all relative experience and qualifications in order to demonstrate compliance with the MMQs.

**PROPOSER NAME:**

RFP Ref.	RFP QUALIFICATIONS
3.1	<p><b>Experience:</b> Proposer must have a minimum of three (3) years of experience within the last (5) years providing HIV and STD prevention services to populations at high risk for acquiring and transmitting HIV and STD infection, particularly men who have sex with men (MSM) and transgender persons in Los Angeles County.</p>
<p><i>Proposer must document their experience below that clearly demonstrates ability to meet the above-referenced requirement. Provide dates, name of agencies/department in which Proposer provided the required service that substantiates Proposer meets the above-referenced requirement (attach additional sheets as necessary).</i></p>	

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>



## **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.)

**2.206.030 Applicability.**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language\which:

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

**2.206.050 Administration and compliance certification.**

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

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 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.)