



**DEPARTMENT OF PUBLIC HEALTH**

**REQUEST FOR APPLICATIONS (RFA)**

**FOR**

**TRAUMA PREVENTION INITIATIVE:  
HOSPITAL VIOLENCE INTERVENTION PROGRAM**

**RFA #2023-001**

**February 1, 2023**

**Prepared By  
County of Los Angeles  
Department of Public Health  
Contracts and Grants Division**

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- Appendix A Sample Contract
- Appendix B Application Packet
- Appendix C Transmittal Form to Request a Solicitation Requirements Review
- Appendix D Background and Resources: California Charities Regulation
- Appendix E Budget Preparation Instructions

**SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS**

Quick Reference*	
❖ <b>Purpose</b> ( <i>provides a quick overview of objective of RFA</i> )	Section 1.1
❖ <b>Applicant's Minimum Mandatory Requirements</b> ( <i>identifies the minimum qualifications applicant <u>must</u> meet on the day the applications are due</i> )	Section 1.4
❖ <b>Contact with County Personnel</b> ( <i>identifies the contact information for all matters relating to this RFA</i> )	Section 1.8
❖ <b>Anticipated Contract Term</b> ( <i>describes the anticipated start date and end date of any resulting contracts</i> )	Section 1.5
❖ <b>Funding</b> ( <i>describes anticipated number of contracts to be awarded and funding amounts</i> )	Section 1.6
❖ <b>RFA Timetable</b> ( <i>identifies key dates including due date for submission of application</i> )	Section 2.4
❖ <b>Preparation and Submission of the Application Packet</b> ( <i>describes the content and sequence of application</i> )	Section 2.8
❖ <b>Application Review/Selection Process</b> ( <i>provides an overview of the review and selection process</i> )	Section 3.0
❖ <b>Sample Contract</b> ( <i>identifies County terms and conditions to be included in any resulting contract</i> )	Appendix A

**\* Please note that the table above is provided to assist applicants in navigating the RFA. Applicants are strongly encouraged to review the entire RFA and not only the sections listed in the table above.**

## 1.0 INTRODUCTION

### 1.1 Purpose

The County of Los Angeles (County) Department of Public Health (Public Health) is issuing this Request for Applications (RFA) to solicit applications from qualified community-based organizations (hereafter “CBO” or “agencies”), to provide Hospital Violence Intervention Program (HVIP) services in Los Angeles County (LAC), as part of the Trauma Prevention Initiative (TPI) within Public Health’s Office of Violence Prevention (OVP). HVIP services will be provided at the following four trauma hospitals sites:

1. St. Francis Medical Center
2. Harbor UCLA Medical Center
3. LAC+USC Medical Center
4. Pomona Valley Hospital

#### HVIP Services - Overview

HVIP is an evidenced based model that is implemented by CBOs, in partnership with selected trauma hospitals, to provide peer outreach and case management to victims of violence in the hospital setting. Case managers are notified by the hospital of eligible patients who, once stabilized, are engaged bedside to develop rapport, and link to needed services such as victim benefits, counseling, housing, employment, substance use treatment, and other services. Case managers work with patients who consent to services for a minimum of six months post hospital discharge.

Each of the four hospitals identified above is a designated Level I or Level II trauma center that serves specific TPI communities. Definition for Level I and Level II trauma centers are as described below:

#### **Level I - Trauma Centers**

These centers provide total care, from prevention through rehabilitation. They offer 24-hour, in-house coverage by general surgeons, and prompt availability of care in specialties such as orthopedic surgery, neurosurgery, anesthesiology, emergency medicine, radiology, internal medicine, plastic surgery, oral and maxillofacial, pediatric and critical care. They also offer a teaching program for medical residents, as well as ongoing research.

#### **Level II - Trauma Centers**

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These centers are similar to Level I trauma centers but don't necessarily offer teaching or research. They offer 24-hour immediate coverage by general surgeons, as well as coverage by the specialties of orthopedic surgery, neurosurgery, anesthesiology, emergency medicine, radiology and critical care. Both Levels I and II can treat both children and adults. Additional information on trauma centers is available at: [Trauma Center Levels Explained - American Trauma Society \(amtrauma.org\)](https://www.amtrauma.org)

Selected agencies under this RFA and awarded a contract (hereafter "Contractor") will be responsible for providing the services as described in **Exhibit A, Statement of Work**, Hospital Violence Intervention Program Services, and **Exhibit B, Scope of Work**, of this RFA. Also as described in the Statement of Work, Contractor will be responsible for entering into a formal agreement (e.g., Memorandum of Understanding, etc.) with the trauma hospital site(s). **Subcontractors may not be used for services solicited under this RFA and any resulting Contract.**

Interested and qualified agencies are invited to submit **one** complete application (Appendix B, Application Packet) to include one or more of the four eligible trauma hospital site(s) they are interested in working in as described above.

Appendix B, Application Packet, consists of two parts: Part 1: Applicant's Organization, and Part 2: Applicant's Experience. An application that includes more than one eligible trauma hospital will require a complete a separate Part 2: Applicant's Experience, for each eligible trauma hospital Applicant is applying for under this RFA. Each Part 2: Applicant's Experience will be reviewed separately.

**Please note: No consideration will be given to applications for services not identified as an eligible trauma hospital under this RFA.**

This RFA establishes guidelines, criteria, and procedures for submitting applications for the required services.

## 1.2 Background

Public Health's OVP implements the TPI, which is a comprehensive, place-based violence prevention and intervention strategy. TPI includes several key strategies, including community engagement, capacity building for community stakeholders and grassroots organizations, and peer violence intervention strategies, including Street Outreach and Community Violence Intervention Services, and HVIP. TPI began in unincorporated communities of South Los Angeles, including Westmont West Athens, Willowbrook, Florence Firestone, and unincorporated Compton.

OVP has implemented HVIP services since 2017 at St. Francis Medical Center via a contract with a CBO, Southern California Crossroads. In 2021, the County Board of Supervisors (Board) approved funding to expand TPI to additional communities, including East Los Angeles, Puente Valley, Pomona, Hawaiian Gardens/Norwalk,

and Antelope Valley. OVP identified the following three additional hospital sites to prioritize for HVIP funding as part of the expansion: 1) Harbor UCLA Medical Center, 2) LAC+USC Medical Center, and 3) Pomona Valley Hospital. Expansion HVIP services to these three additional hospital sites began in 2022.

### 1.3 Overview of Solicitation Document

This RFA is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Applicant's minimum mandatory requirements and provides information regarding some of the requirements of the Contract and the solicitation process.
- **INSTRUCTIONS TO APPLICANTS:** Contains instructions to Applicants in how to prepare and submit their application.
- **APPLICATION REVIEW/SELECTION PROCESS:** Explains how the application will be reviewed, qualified, and selected.

#### **APPENDICES:**

- A - Sample Contract:** The Sample Contract with standard terms and conditions used for this solicitation.

Exhibit A – Statement of Work

Exhibit B – Scope of Work

Exhibit C – Budgets (see Appendix B, Application Packet, Exhibit 7)

Exhibit D – Contractor's EEO Certification

Exhibit E – Contractor Acknowledgement and Confidentiality Agreement

Exhibit F – Health Insurance Portability and Accountability Act (HIPPA)

Exhibit G – Safely Surrendered Baby Law

Exhibit H – Charitable Contributions Certification

Exhibit I – Covid-19 Vaccination Certification of Compliance

- B - Application Packet:** Contains the forms that must be completed and submitted along with required information and documentation described in this RFA.



- C - Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Public Health requesting a Solicitation Requirements Review.
- D - Background and Resources: California Charities Regulation:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.
- E - Budget Preparation Instructions:** Provides instructions to assist in the preparation of the budget forms that must be completed and submitted in the application.

#### 1.4 Applicant's Minimum Mandatory Requirements

Interested and qualified Applicants that can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Statement of Work, and Exhibit B, Scope of Work, of this RFA are invited to submit an application, provided they meet the following minimum mandatory requirements (MMRs), as described in Part 1: Applicant's Organization and Part 2: Applicant's Experience, sections below, by the date on which applications are due (**Note: Subcontractors may not be used to meet any of the Applicant's Minimum Mandatory Requirements**):

##### **PART 1: APPLICANT'S ORGANIZATION**

###### 1.4.1 Organization

Applicant must be a tax-exempt, registered non-profit organization qualified under Internal Revenue Service's Code (IRS) – Section 501(c)(3), and must submit a copy of its IRS 501 (c)(3) Determination Letter, serving residents of LAC.

###### 1.4.2 Office Location

Applicant must have a business office in operation located in LAC.

###### 1.4.3 Unresolved Disallowed Cost

If Applicant's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Applicant must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

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

- 1.4.4 Applicant must not be debarred, suspended, or excluded from securing United States Federal Government (federal), State of California (State) and/or County contracts at the time of the application submission due date.

## **PART 2: APPLICANT'S EXPERIENCE**

Note: Part 2: Applicant's Experience MMRs must be met for each selected eligible trauma hospital site it is applying for. The Application Packet must include a complete separate Part 2 (including a Statement of Experience (SOE), letter of verification, and description/resumes of established team and plan to develop collaborative relationships with key staff of selected hospital site, as described in this RFA).

### **1.4.5 Experience**

- 1.4.5.1 Applicant must have at least five years of experience in the last seven years implementing individual or community violence intervention services using peer outreach methods in the communities serviced by the hospital site they are applying for. Note: Selected hospital site must be one of the four trauma hospital sites identified in Section 1.1 above.
- 1.4.5.2 Applicant must provide a letter of verification from the trauma hospital site that they are applying for under this RFA, signed by the Trauma Director or designee, on hospital letterhead and dated within the past 30 days prior to the application due date, indicating specifically that applicant is or has the capacity to provide HVIP services at their facility. Please refer to Section 1.1 above for the eligible trauma hospital sites.
- 1.4.5.3 Applicant must have an established team that consists of a Project Manager (50% full-time equivalent) and Case Manager (full-time equivalent) that have expertise in HVIP services to perform the objectives identified in Attachment A, Statement of Work, and Attachment B, Scope of Work.

Applicant must provide a brief description and resumes on the established team and include a plan for developing collaborative relationships with key staff at the selected trauma hospital site for provision of HVIP services.

### 1.5 Anticipated Contract Term

The Contract term is anticipated to be for a three-year period beginning July 1, 2023, through June 30, 2026, unless sooner terminated in whole or in part, with options to extend for two additional one-year terms through June 30, 2028, contingent upon performance and availability of funds, as specified in Appendix A, Sample Contract. Each such option will be exercised at the sole discretion of the Public Health Director or designee (Director) as authorized by the Board.

### 1.6 Funding

The County has received ongoing funding from multiple sources including Measure B and Assembly Bill (AB) 109 and has allocated net County cost to support TPI: HVIP at four eligible trauma hospital sites in LAC.

The County anticipates awarding a total of four contracts, one for each identified trauma hospital site. Available funding has been allocated across hospitals based on annual volume of assault-related trauma visits within the TPI communities served by each hospital as follows:

Eligible Trauma Hospital Sites	TPI Communities Served	Annual Funding Amount
1. St. Francis Medical Center	South Los Angeles	\$400,000
2. Harbor UCLA Medical Center	South Los Angeles	\$250,000
3. LAC+USC Medical Center	East LA; Puente Valley	\$250,000
4. Pomona Valley Hospital	Pomona	\$150,000

The available funds amount is an estimate and subject to change. The County reserves the right to adjust the number of Contracts awarded and funding allocations.

### 1.7 County Rights and Responsibilities

The County has the right to amend this RFA 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 addenda will be made available on the following websites:

Los Angeles County Department of Public Health  
Contracts and Grants Division  
<http://publichealth.lacounty.gov/cg/index.htm>

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Los Angeles County – Doing Business With Us  
<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

**It is the Applicant’s responsibility to check the above referenced websites regularly.** Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the application not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

### **1.8 Contact with County Personnel**

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

Scott Pham, Contract Analyst  
County of Los Angeles, Department of Public Health  
E-mail: [scpham@ph.lacounty.gov](mailto:scpham@ph.lacounty.gov)

Please also copy Estrella Valdez, Contract Supervisor  
E-mail: [esvaldez@ph.lacounty.gov](mailto:esvaldez@ph.lacounty.gov)

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

### **1.9 Mandatory Requirement to Register on County’s WebVen**

Prior to executing a Contract, all potential Contractors must register in the County’s WebVen, if not already registered. 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/>.

### **1.10 County Option to Reject Applications and Cancel RFA**

The County may, at its sole discretion, reject any or all applications submitted in response to this RFA. In addition, the RFA process may be canceled at any time, when the Director determines at her sole discretion that a cancellation is in the best interest of the County. The County will not be liable for any cost incurred by an Applicant in connection with the preparation and submittal of any application.

The County reserves the right to waive inconsequential disparities in a submitted Application.

The County, in its sole discretion, may elect to waive any error or informalities in the form of an application or any other disparity, if, as a whole, the application substantially complies with the RFA's requirements.

## **1.11 Protest Process**

**1.11.1** Under [Board Policy No. 5.055 \(Services Contract Solicitation Protest\)](#), any prospective Applicant may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Sub-section 1.11.3 below. Additionally, any actual Applicant may request a review of a disqualification under such a solicitation, as described respectively in the sections below. It is the responsibility of the Applicant challenging the decision of a County department to demonstrate that Public Health committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

### **1.11.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the review of any Departmental determination or action should be limited to the following:

1.11.3.1 Solicitation Requirements Review (Reference Section 2.5).

1.11.3.2 Disqualification Review (Reference Section 3.2).

## **1.12 Notice to Applicant Regarding the Public Records Act**

1.12.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Applicant's application will become a matter of public record when 1) contract negotiations are complete; 2) Public Health receives a letter from the recommended Applicant's authorized officer that the negotiated contract is the firm offer of the recommended Applicant; and 3) Public Health releases a copy of the recommended Applicant's application in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

Notwithstanding the above, absent extraordinary circumstances, all applications will become a matter of public record when Public Health's Applicant recommendation appears on the Board agenda.

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

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

1.12.3 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 an application marked "Confidential," "Trade Secrets," or "Proprietary," Applicant 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.

### **1.13 Indemnification and Insurance**

Applicant must comply with the Indemnification provisions contained in Appendix A – Sample Contract, Paragraph 11 (Indemnification). Applicant must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A - Sample Contract, Paragraphs 12 (General Provisions for all Insurance Coverages) and 13 (Insurance Coverage Requirements).

### **1.14 Injury and Illness Prevention Program (IIPP)**

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

### **1.15 Background and Security Investigations**

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

### **1.16 Confidentiality and Independent Contractor Status**

As appropriate, Contractors will be required to comply with the Confidentiality provision Paragraph 9 and the Independent Contractor Status Paragraph 51 in Appendix A - Sample Contract.

### **1.17 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of an Applicant for this RFA, or any competing RFA, nor any spouse or economic dependent of such employees, will be employed in any capacity by an Applicant or have any other direct or indirect financial interest in the selection of an Applicant. Applicant must certify that he/she is aware of and has read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 3 (Certification of Compliance) of Appendix B (Application Packet).

### **1.18 Determination of Applicant Responsibility**

- 1.18.1 A responsible Applicant is a vendor 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 vendors.
- 1.18.2 Applicants are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Applicant is responsible based on a review of the Applicant'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 Applicant against public entities. Labor law violations which are the fault of the subcontractors and of which the Applicant had no knowledge will not be the basis of a determination that the Applicant is not responsible.
- 1.18.3 The County may declare an Applicant to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Applicant 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 Applicant's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or

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

- 1.18.4 If there is evidence that the Applicant may not be responsible, Public Health will notify the Applicant in writing of the evidence relating to the Applicant's responsibility, and its intention to recommend to the Board of Supervisors that the Applicant be found not responsible. Public Health will provide the Applicant and/or the Applicant's representative with an opportunity to present evidence as to why the Applicant should be found to be responsible and to rebut evidence which is the basis for Public Health's recommendation.
- 1.18.5 If the Applicant presents evidence in rebuttal to Public Health, Public Health will 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 Applicant will reside with the Board of Supervisors.

## 1.19 Applicant Debarment

- 1.19.1 Applicant is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Applicant 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 Applicant's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Applicant 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 Applicant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.19.2 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website:  
<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>



## **1.20 Gratuities**

### **1.20.1 Attempt to Secure Favorable Treatment**

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

### **1.20.2 Applicant Notification to County**

Applicant must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Applicant's submission being eliminated from consideration.

### **1.20.3 Form of Improper Consideration**

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

## **1.21 Notice to Applicants Regarding the County Lobbyist Ordinance**

The Board of Supervisors 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 Applicant to review the ordinance independently as the text of said ordinance is not contained within this RFA. 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 Applicant is in full compliance [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.

## 1.22 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a contract, Applicants must 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 must attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum Requirements for that opening. Applicants must attest to a willingness to provide employed GAIN/GROW participants access to the Applicant's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Applicants who are unable to meet this requirement will not be considered for a Contract.

Applicants must complete and return Exhibit 3 (Certification of Compliance) of Appendix B (Application Packet), along with their application.

## 1.23 Jury Service Program

1.23.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully read the Jury Service Ordinance, and the pertinent jury service provisions of the Appendix A, Sample Contract, Paragraph 30 (Compliance with the County's Jury Service Program), both of which are incorporated by reference into and made a part of this RFA. The Jury Service Program applies to all Contractors. Applications that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.23.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 3 (Certification of Compliance). 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 Exhibit 3 (Proposer's Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining Contract, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

#### **1.24 Community Business Enterprise (CBE) Participation**

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual goal that 25 percent of all County contract eligible procurement dollars will go to certified CBEs. The program also maintains data on the types of businesses registered as CBEs and their utilization. The Applicant's CBE participation must be reflected in Exhibit 6 (Community Based Enterprise (CBE) Information) form in Appendix B (Application Packet).

All Applicants must document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The Applicant must make documents related to these good faith efforts available to the County upon request.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Workforce Development Aging and Community Services (WDACS): [CBESBE@wdacs.lacounty.gov](mailto:CBESBE@wdacs.lacounty.gov) with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@wdacs.lacounty.gov](mailto:OSB@wdacs.lacounty.gov).

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

#### **1.25 Overview of County's Preference Programs**

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

Cost is not a determining factor in this solicitation process; as such none of the preferences described above will be applied. However, LSBE Applicants are encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program further identified in RFA Section 1.28 Local Small Business Enterprise Prompt Payment Program.

#### **1.26 Local Small Business Enterprise (LSBE) Preference Program (Intentionally Omitted)**

#### **1.27 Local Small Business Enterprise (LSBE) Prompt Payment Program**

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice consistent with [Chapter 3.035 of the Los Angeles County Board of Supervisors Policy Manual](#).

**1.28 Social Enterprise (SE) Preference Program (Intentionally Omitted)**

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

**1.30 Notification to County of Pending Acquisitions/Mergers by Applicant**

The Applicant must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Applicant is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Applicant on Appendix B (Application Packet), Exhibit 1 – (Applicant’s Organization Questionnaire/Affidavit). Failure of the Applicant to provide this information may eliminate its application from any further consideration. Applicant will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Applicant’s Organization Questionnaire/Affidavit) during the solicitation.

**1.31 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Contractor will 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 A, (Sample Contract).

**1.32 Contractor’s Charitable Contributions Compliance**

1.32.1 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 D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affecting executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding

funds that must be accounted for to a governmental entity) also have specific audit requirements.

1.32.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification Exhibit 3 (Certification of Compliance) in Appendix B (Application Packet) certifying that:

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

- OR -

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

1.32.3 Prospective County contractors that do not complete Exhibit 3 (Certification of Compliance) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

### **1.33 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 reference the pertinent provisions, in Paragraphs 80 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 81 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Applicants will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 3, (Certification of Compliance). 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 2.206](#)).

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

**1.34 Applicant's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Applicants engaged in human trafficking from receiving contract awards or performing services under a County contract.

Applicants are required to complete Exhibit 3 (Certification of Compliance) in Appendix B (Application Packet), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 31 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

**1.35 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

1.35.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

1.35.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

1.35.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

### **1.36 Applicant's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

Contractors are required to complete Exhibit 3 (Certification of Compliance) in Appendix B, (Application Packet), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

### **1.37 Contractor Alert Reporting Database**

The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the Los Angeles County Code Chapter 2.202, and the County's [Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment](#).

### **1.38 Prohibition from Participation in Future Solicitation(s)**

Neither a Contractor nor an Applicant is prohibited from submitting a bid or Application in a County solicitation if the Applicant/Contractor has provided advice or consultation for the solicitation. An Applicant/Contractor is also prohibited from submitting an Application in a County solicitation if the Applicant/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Applicant from participation in the County solicitation or the termination or cancellation of any resultant County contract.

### **1.39 COVID-19 Vaccinations of County Contractor Personnel**

Applicants are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded Contract resulting from this solicitation. Applicants are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the Sample Contract prior to submitting a bid to this solicitation. A completed COVID-19 Vaccination Certification of Compliance (Exhibit I of the Sample Contract) is a required part of any agreement with the County.



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## 2.0 INSTRUCTIONS TO APPLICANTS

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

### 2.1 County Responsibility

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

### 2.2 Truth and Accuracy of Representations

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

### 2.3 Firm Offer-Withdrawal of Application

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

### 2.4 RFA Timetable

**The timetable for this RFA is as follows:**

Release of RFA	February 1, 2023
Request for a Solicitation Requirements Review Due by 3:00 pm*	February 7, 2023
Applicants' Written Questions Due by 3:00 pm*	February 7, 2023
Questions and Answers Released	February 21, 2023
<b>Application due by 3:00 pm*</b>	March 1, 2023

\*Times listed in Pacific Time (PT).

## 2.5 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to Public Health as described in this Section. A request for a Solicitation Requirements Review may be denied, in Public Health'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 the time frame identified in the solicitation document.
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit an application.
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request 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 Applicants.

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

## 2.6 Applicants' Questions

Applicants may submit written questions regarding this RFA by **e-mail only** to the individual(s) identified below. All questions must be received by the date and time specified in Section 2.4, RFA Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFA.

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

Questions may address concerns that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Applicants or, due to unclear instructions, may result in the County not receiving the

best possible responses from Applicant. Answers to Applicants' questions will be released on the date specified in Section 2.4, RFA Timetable.

Questions should be addressed to:

Scott Pham, Contract Analyst  
County of Los Angeles, Department of Public Health  
Contracts and Grants Division  
E-mail address: [Scpham@ph.lacounty.gov](mailto:Scpham@ph.lacounty.gov)

Please also copy Estrella Valdez, Contract Supervisor  
E-mail address: [Esvaldez@ph.lacounty.gov](mailto:Esvaldez@ph.lacounty.gov)

## 2.7 Applicants' Conference

An Applicants' conference will not be conducted for this RFA.

## 2.8 Preparation and Submission of the Application Packet

Applicant shall submit a complete Appendix B, Application Packet in response to this RFA to the individual(s) identified in Section 1.8, Contact with County Personnel, and include "**Application for RFA #2023-001**", in the subject line of the e-mail transmission.

### The contents of the Application Packet are as follows:

- **Exhibit 1** - Applicant's Organization Questionnaire/Affidavit: Form identifying the Applicant's general information.
- **Exhibit 2** - Applicant's Minimum Mandatory Requirements: Form certifying that Applicant meets the minimum requirements. Applicant must complete all required sections and attach required documents/information to demonstrate applicant meets the minimum mandatory requirements.
- **Exhibit 3** - Certification of Compliance: Form certifying Applicant's compliance with County's programs, policies, and ordinances.
- **Exhibit 4** - Application Transmittal Form: Form describing the Applicant's legal name, address, authorized representative, and contact information.
- **Exhibit 5** - Acceptance of Terms and Conditions Affirmation: Form certifying Applicant's acceptance of all the terms and conditions and criteria contained in this RFA and any addenda thereto.

- **Exhibit 6 - Community Business Enterprise (CBE) Information (Excel Worksheet)**: Excel form identifying Applicant's company composition and make-up to be used by the County for statistical purposes only.
- **Exhibit 7 - Proposed Annual Budgets for selected trauma hospital (C-1, C-2, and C-3)**. (If applying for more than one trauma hospital, Application Packet must include separate proposed annual budgets.)
- **Proof of Insurability** - Applicant must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Sample Contract), Paragraphs 12 and 13. If Applicant does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Applicant be selected to receive a Contract may be submitted with the application.

**Note:** As referenced above in Section 1.1, Purpose, only one application may be submitted by an applicant. If applicant is applying for more than one trauma hospital site, applicant must include a separate Part 2: Applicant's Experience for each site. Additionally, if applying for more than one trauma hospital site, applicant must include separate proposed annual budgets (Exhibit 7).

At the Director's sole discretion, late applications received after the due date may be considered, in the order received, if a determination is made that there is a specific unmet need.

## **2.9 Acceptance of Terms and Conditions of Contract**

Applicants understand and agree that submission of the Application Packet (Appendix B) which includes Exhibit 5, Acceptance of Terms and Conditions Affirmation, constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix A (Sample Contract).

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

### **3.0 APPLICATION REVIEW/SELECTION PROCESS**

#### **3.1 Review Process**

The review process will consist of reviewing the Applicant's submission of Appendix B, Application Packet, for all required exhibits, documents, and information as described in Section 2.8, Preparation and Submission of the Application Packet, by qualified County staff as described below.

##### **3.1.1 Adherence to Minimum Mandatory Requirements**

County will review Exhibit 2, Applicant's Minimum Mandatory Requirements, Part 1: Applicant's Organization, and Part 2: Applicant's Experience, to determine if Applicant meets the minimum mandatory requirements as outlined in Section 1.4 of the RFA. If the application consists of more than one Part 2: Applicant's Experience, each Part 2: Applicant's Experience submitted will be reviewed separately.

Applicants must "Pass" each of the Minimum Mandatory Requirements outlined in the RFA. Applicants that "Fail" this section will be deemed unresponsive and will be disqualified from further consideration.

##### **3.1.2 Contractor Alert Reporting Database (CARD)**

County will review the information entered into CARD, which will be used, along with any other relevant information not included in CARD, in determining applicant responsibility. (Reference Section 1.37)

##### **3.1.3 Applicant's Proposed Budgets and Justification**

For those Applicants which are deemed qualified, responsible, and responsive under this RFA, Public Health OVP staff will review the proposed budgets and justification during contract negotiations.

#### **3.2 Disqualification Review**

An application may be disqualified from consideration because Public Health determined it was non-responsive at any time during the review/evaluation process. If Public Health determines that an application is disqualified due to non-responsiveness, Public Health will notify the Applicant in writing.

Upon receipt of the written determination of non-responsiveness, the Applicant 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 Public Health's sole discretion, be denied if the request does not satisfy all of the following criteria:

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

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

### **3.3 Contract Award**

Applicants who are notified by Public Health that they appear to have the necessary requirements and experience (i.e., they are qualified) may still not be recommended for a contract if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Contract, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to Public Health's satisfaction can an Applicant, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Contract.

Public Health will execute Board-authorized Contracts with each selected Applicant. All Applicants will be informed of the final selections.

### **3.4 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of an application and the terms of any resultant agreement, and to determine which application 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.

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



**SAMPLE CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**TRAUMA PREVENTION INITIATIVE:  
HOSPITAL VIOLENCE INTERVENTION PROGRAM SERVICES**

**DEPARTMENT OF PUBLIC HEALTH  
TRAUMA PREVENTION INITIATIVE:  
HOSPITAL VIOLENCE INTERVENTION PROGRAM SERVICES CONTRACT**

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**STANDARD EXHIBITS**

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s) (See Appendix B, Application Packet, Exhibit 7)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Safely Surrendered Baby Law

**UNIQUE EXHIBITS**

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Covid-19 Vaccination Certification of Compliance and Confidentiality  
Forms

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

**DEPARTMENT OF PUBLIC HEALTH  
TRAUMA PREVENTION INITIATIVE:  
HOSIPTAL VIOLENCE INTERVENTION PROGRAM SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on \_\_\_\_\_,

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, on (enter date), the Board delegated authority for the County's Director of the Department of Public Health (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for (give title of services) to preserve and protect the public's health; and

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

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

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

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide Hospital Violence Intervention Program 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, and I 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 must 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 – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Safely Surrendered Baby Law

Unique Exhibits

Exhibit H – Charitable Contributions Certification

Exhibit I – COVID-19 Vaccination Certification of Compliance and Confidentiality Forms

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

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

C. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

4. TERM OF CONTRACT:

The term of this Contract will be effective July 1, 2023 and shall continue in full force and effect through June 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract,

Contractor must notify Public Health Office of Violence Prevention when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Public Health Office of Violence Prevention at the address herein provided under the NOTICES paragraph.

5. MAXIMUM OBLIGATION OF COUNTY:

A.1 For the period of July 1, 2023 through June 30, 2024, the maximum obligation of County for all services provided hereunder must not exceed \_\_\_\_\_dollars (\$\_\_\_\_\_) as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

A.2 For the period of July 1, 2024, through June 30, 2025, the maximum obligation of County for all services provided hereunder must not exceed \_\_\_\_\_dollars (\$\_\_\_\_\_), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

A.3 For the period of July 1, 2025, through June 30, 2026, the maximum obligation of County for all services provided hereunder must not exceed \_\_\_\_\_dollars (\$\_\_\_\_\_), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

B. Contractor will 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, will not occur except with the County's express prior written approval.

C. Contractor must 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 must send written notification to the Department at the address herein provided under the NOTICES paragraph.

D. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.



6. INVOICES AND PAYMENT:

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

B. The Contractor must invoice the County monthly in arrears. All invoices must include a financial invoice and all required reports and/or data. All invoices must 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. Invoices must be submitted to County within thirty (30) calendar days after the close of each calendar month. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice, County will make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Invoices must be submitted directly to the Division of Office Violence Prevention at the address herein provided under Paragraph, NOTICES.

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

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

The primary objective of the annual cost report must be to provide the County with actual expenditure data for the Contract period that will serve as the basis for determining final amounts due to/from 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 invoice 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 must 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 will 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(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 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(s) for deficiency(ies) not corrected.

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

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to 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 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 invoices 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 will 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 will be effectuated by an 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, will be effectuated by a change notice that will be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor must 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 must provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and will 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, will be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

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, law or regulation. To implement such changes, an Amendment to the Contract will be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 8.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 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 Amendment will be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and will be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, 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 will be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice will be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

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

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



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

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

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor must 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.

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

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 must provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

Renewal Certificates must be provided to County not less than 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 Subcontractor insurance policies at any time.

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the

Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health  
Contract Monitoring Section  
5555 Ferguson Drive, 3<sup>rd</sup> Floor, Suite 3031  
Commerce, California 90022  
Attention: Manager Contract Monitoring Section

Contractor also must 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 must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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) must be provided additional insured status under Contractor's General Liability policy, with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 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 will 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 must be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage will 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)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must 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 must pay full compensation for all costs incurred by County.

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

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies must not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs 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 must 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 will precede the effective date of this Contract. Contractor understands and agrees it must

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 the underlying primary policies, to satisfy the Required Insurance provisions.

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

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 must 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 ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

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

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

C. Workers Compensation and Employers' Liability: Contractor must maintain insurance, or qualified self-insurance, satisfying statutory requirements; including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is: (1) an employee leasing temporary staffing firm; or, (2) a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice must be provided to the County at least 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. If applicable to Contractor's operations, coverage must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.



D. 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 is alleged to have 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 therefrom, will 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 must 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 seven (7) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

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 must 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 must affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it will not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items will 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, will have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items will 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 must maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor must provide upon

request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records will be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Such records will clearly reflect the actual cost of the type of service for which payment is claimed and will 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 must include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs will 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 must be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration

or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours within 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 must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor must 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 will 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 must 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 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 must file a copy of each such audit report(s) with the Chief of the Public Health 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 will maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records must be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 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/are delivered to County.

The independent auditor's work papers must be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers must 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 seven (7) years following the furnishing of services under this Contract, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents, and records of the Subcontractor.

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



rendered and all financial records and reports pertaining to this Contract and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 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 will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 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, will be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

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 must be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” will 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” will mean 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 must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within 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 contract obligation.

(4) In no event will 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 will 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 will 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:

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must 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 must constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

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 H, 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. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Los Angeles County Board of Supervisors Policy Manual, Chapter 3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor must make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18C. DATA DESTRUCTION:

A. Contractor has 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>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

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 that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor must 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 NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor must 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.

18D. CHILD/ELDER ABUSE/FRAUD REPORT

A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. must comply with the reporting requirements described in PC Section 11164 et seq. and must report

all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract must make the report on such abuse, and must submit all required information, in accordance with PC Sections 11166 and 11167.

B. Child abuse reports must be made by telephone to the Department of Children and Family Services hotline at: (800) 540-4000, within 24 hours of suspicion of instances of child abuse.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. must comply with the reporting requirements described in WIC Section 15600 et seq., and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract must make the report on such abuse, and must submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports must be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

E. Contractor staff working on this Contract must also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at: (800) 349-9970 unless otherwise restricted by law from disclosing such information.”

19. 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 will govern and prevail.

20. 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 must notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder must 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 will be addressed as follows:

(1) Department of Public Health  
Office of Violence Prevention  
1000 South Fremont Avenue, Unit 61  
Building A-9 East, 5<sup>th</sup> Floor South  
Alhambra, California 91803

Attention: Project Director

(2) Department of Public Health  
Contracts and Grants Division  
5555 Ferguson Drive, Suite 210  
Commerce, California 90022

Attention: Division Chief

B. Notices to Contractor will be addressed as follows:

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

Attention: \_\_\_\_\_

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") will 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 and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract, or be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor must 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

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

24. 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.

25. 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 will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set

forth in the preceding sentence, Contractor must continue to provide all of the services set forth in this Contract.

26. 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.

27. COMPLAINTS: The Contractor must 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 must provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

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

C. The client and/or his/her authorized representative must 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 must 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 must submit proposed changes to the County for approval before implementation.

G. The Contractor must 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 will be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

28. COMPLIANCE WITH APPLICABLE LAW:

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

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

damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. County will indemnify, defend and hold harmless Contractor, its trustees, 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 County, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph must be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including without limitation, County Counsel, and will be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into settlement, agree to any injunction or other equitable

relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. 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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

A. That contractor has a written policy statement prohibiting discrimination in all phases of employment.

B. That contractor periodically conducts a self-analysis or utilization analysis of its work force.

C. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

D. 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.

30. 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.

B. Written Employee Jury Service Policy:

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

(2) For purposes of this 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 fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of 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 Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

(3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Contractor's violation of this sub-paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract and/or bar

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

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

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

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

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

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

33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and

professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

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

B. The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 will immediately make full written disclosure of such facts to the County. Full written disclosure will 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 will be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to Contractor. Contractor must report all job openings with job requirements to: [AINGROW@DPSS.LACOUNTY.GOV](mailto:AINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV); and DPSS will refer 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 must be given first priority.

36. 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 (5) 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative/proposed decision, which will 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 will 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 will be presented to the Board of Supervisors. The Board of Supervisors will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

37. 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. Information as to how to receive the poster can be found on the Internet at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

38. 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 will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor must 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 will 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 must be repaid by the Contractor by cash payment upon demand.

43. 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 must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

44. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Contractor must submit a direct deposit authorization request via the website: <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

A. At any time during this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

45. COUNTERPARTS ELECTRONIC SIGNATURES AND REPRESENTATIONS: This Contract may be executed in two or more counterparts,

each of which will be deemed an original, but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS AND TERMS/AMENDMENTS Paragraph and received via communications facilities, (e.g., facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

46. FAIR LABOR STANDARDS: The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

47. FISCAL DISCLOSURE: Contractor must 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: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

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

48. FORCE MAJEURE: 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 will be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

49. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract will 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 will be exclusively in the County of Los Angeles.

50. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) and its implementing regulations.

The County and Contractor therefore agree to the terms of Exhibit F.

51. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and will not be construed, to create the relationship of agent,

servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor will 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 will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 will 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 must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

52. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor must 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 must 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 must provide a copy of each license, permit, registration, accreditation, and certificate upon request of Public Health at any time during the term of this Contract.

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. Contractor must 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 must 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 Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor must 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 will also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, must be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures will 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 must be advised by Contractor of these procedures, as identified hereinabove, must 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.

54. NON-EXCLUSIVITY: Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict the

County from acquiring similar, equal, or like goods and/or services from other entities or sources.

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

56. NOTICE OF DISPUTES: The Contractor must 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 will resolve it.

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor must notify its employees, and must 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 will be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how

to safely surrender a baby. Additional information is available at

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

59. 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 will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

60. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor must 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.

61. 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 solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in [California Government Code Section 6250 et seq. \(Public Records Act\)](#) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or

responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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.

62. PURCHASES:

A. Purchase Practices: Contractor must fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items will 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 will retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of

Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County will 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, will attach identifying labels on all such property indicating the proprietary interest of County.

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

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

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 early termination of this Contract, or at any other time that County may request, Contractor must: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or, (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property will be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

63. 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 must 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:

- i. The location by street address and city of any such real property.
- ii. 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.

- iii. 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.
- iv. 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 will also include the full names of all Contractor's officers, members of

its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor must also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

- v. 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 must only charge the program for costs of ownership. Costs of ownership will 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 will be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor must prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the



Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor must notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

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

65. 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.

66. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S): A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

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

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

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

68. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract must include:

- i. Identification of the proposed Subcontractor, (who must be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition involved.
- ii. A detailed description of the services to be provided by the subcontract.
- iii. The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- iv. A copy of the proposed subcontract. (Any later modification of such subcontract will 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.)
- v. Any other information and/or certification(s) requested by Director.

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

C. Subcontracts must be made in the name of Contractor and will not bind nor purport to bind County. The making of subcontracts hereunder will 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 will 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 will 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 will be provisional, and will 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 will 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 will 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 must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and must be subject to all of the provisions of such prime contract." Further, Contractor must also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

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

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

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 must indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the

same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor must 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.

69. 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, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to, Paragraph, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

70. 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 will 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 must:

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 will not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor must submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 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 will be final. After such determination is made, County will pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, must 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 must be retained by Contractor at a location in Los Angeles County and will 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.

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

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

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

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and



without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

72. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension this Contract, or making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

73. 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 will 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 will 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 must not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County will 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 will terminate as of June 30<sup>th</sup>, of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

75. 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 will acquire any rights as a third party beneficiary under this Contract.

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

77. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

78. WAIVER: No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

79. 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 will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

80. 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](#).

81. 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, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days

of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

82. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

A. At Contractor's sole cost, Contractor must comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\)](#) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record

Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH) vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

D. Contractor must evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1)

interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
2. Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

E. In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed



Exhibit I (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

83. INJURY AND ILLNESS PREVENTION PROGRAM

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

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
DAWYN R. HARRISON  
Interim County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_

Contracts and Grants Division Management

**TRAUMA PREVENTION INITIATIVE:  
HOSPITAL VIOLENCE INTERVENTION PROGRAM SERVICES  
STATEMENT OF WORK**

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# **TRAUMA PREVENTION INITIATIVE: HOSPITAL VIOLENCE INTERVENTION PROGRAM SERVICES STATEMENT OF WORK**

## **INTRODUCTION**

The Office of Violence Prevention (OVP) was established by the County of Los Angeles (County) Board of Supervisors within the Department of Public Health (Public Health) in February 2019 to: 1) strengthen the coordination, capacity and partnerships in addressing the root causes of violence, 2) advance policies and practices that are grounded in race equity, 3) prevent all forms of violence, and 4) promote healing across all communities in Los Angeles County (LAC). The services described in herein are part of the Trauma Prevention Initiative (TPI), a priority of OVP's Strategic Plan.

In 2015, Public Health began implementing TPI to reduce the disproportionate impact of violence and trauma among Black and Latinx communities of South Los Angeles. Recognizing the need to invest in prevention, and to reduce the burden on the County's trauma hospital system, the County Board of Supervisors and Emergency Medical Services Agency allocated ongoing Measure B funding to Public Health to implement TPI. Measure B dollars are collected through a county parcel tax and provides funding for the County's trauma hospital system. TPI has developed a comprehensive, place-based violence prevention and intervention strategy, that aligns with County services and initiatives to support community-driven safety solutions. The goal of TPI is to reduce trauma visits and deaths due to assault, and reduce serious and violent crimes throughout LAC, with an initial focus on reducing the high rates of violence in South Los Angeles by investing in three key areas:

- 1) Intervention, by using a peer approach to break the cycle of violence in hospital and community settings.
- 2) Prevention infrastructure, by leveraging parks and other community hubs for innovative programming, facilitating community dialogue and decision making, and funding community identified strategies; and
- 3) Capacity building, by providing technical assistance for grassroots organizations and multidisciplinary training opportunities.

By empowering communities and working with County partners to advance systems change, TPI is building a transformative approach to public safety that is equitable and healing informed. TPI strategies are providing a strong foundation for building a countywide crisis response system tailored to the unique needs of communities. TPI includes a mix of funded strategies and strategies implemented by County departments and other partners that are leveraged to meet the needs of communities. TPI includes the following components:

- **Hospital Violence Intervention Program (HVIP)** employs credible messengers to engage victims of violence during a teachable moment in the trauma center and provides follow-up case management (CM) upon release. Public Health participates in Hospital Violence Intervention Consortium with community-based organizations, Department of Health Services, and private trauma centers to improve coordination across hospitals and partners. OVP has contracted for HVIP services with St. Francis Medical Center, and Harbor UCLA Medical Center since July 2017.
- **Street Outreach and Community Violence Intervention (SOCVI)** agencies employ credible messengers to: 1) respond to violent incidents, 2) conduct rumor control and maintain peace across neighborhoods, 3) conduct safe passages to and from schools and parks, and 4) link gang-impacted and affiliated community members to resources and services. Through TPI, OVP has established protocols for unincorporated communities, with clear roles, and guidelines for collaboration with the Department of Parks and Recreation for safe passages, and with the Sheriff's Department for incident response. OVP has contracted for SOCVI services in four South Los Angeles communities (Westmont West Athens, Willowbrook, Florence Firestone, and unincorporated Compton) since July 2018.
- **Community Engagement** supports community residents and stakeholders or existing coalitions, to empower leadership, promote positive community identity, provide opportunities for shared decision making to inform implementation, and create collaborative support networks. TPI will be linked to the OVP Regional Violence Prevention Coalitions, which will serve as regional coordination hubs. OVP has established Community Action for Peace (CAP) networks in Westmont West Athens since 2017 and in Willowbrook since 2018.
- **Peer-to-Peer Violence Prevention Learning Academy (P2P)**, which is in its planning phase, will implement cross-training cohorts of peer support specialists, such as community intervention workers, *promotores*, and others, in violence prevention and trauma and healing informed practice, and connects peers to collaborate on system navigation. OVP contracted with consultants to develop a P2P landscape analysis, curriculum and workplan from 2018-2019, and piloted P2P training during 2020-2021 as part of the COVID-19 Community Health Worker Outreach Initiative.
- **Capacity Building Training and Technical Assistance** project supports grassroots violence prevention and intervention agencies, in the areas of organizational development, funding, marketing, and evaluation. Originally implemented in TPI communities in 2017-2018, the Probation Department funded an expansion of this service countywide to provide short-term technical assistance during the COVID-19 pandemic period from 2019-2022.

## 1.0 DEFINITIONS

- 1.1 AB109: California Assembly Bill AB109 which established the Public Safety Realignment Act of 2011 designed to reduce state prison populations by shifting responsibility for non-violent, non-serious, and non-sex offenders to be supervised at the local county level. It also provides local funding for initiatives that support these populations.
- 1.2 Board: County of Los Angeles Board of Supervisors. The governing body of the County serving as both the executive and legislative head of the County.
- 1.3 Case Management (CM): a collaborative process of assessment, planning, facilitation, care coordination, evaluation, and advocacy for services to meet an individual's and family's multiple health needs.
- 1.4 Hospital Violence Intervention Program (HVIP): An approach that employs peer outreach works and combines brief in-hospital intervention with intensive community-based CM and provides targeted services to high-risk populations to reduce risk factors for re-injury and retaliation while cultivating protective factors.
- 1.5 Street Outreach and Community Violence Intervention (SOCVI) Services: Intervention services, inclusive of Safe Passage, designed to provide specialized, street-based mediation and mitigation efforts to stop or prevent violence between gang members and gang neighborhoods, and the concurrent redirection of individual gang members and their families in ways that bring progress to themselves and their communities.

## 2.0 SERVICES TO BE PROVIDED:

HVIP services is an intervention used throughout the nation to reduce community violence and decrease repeat visits to trauma centers for violence-related injuries. The overall objective of HVIP is to provide an intervention for victims of violence at a critical point – when they present at the trauma hospital site with assault-related injuries. Contractor will provide trained case managers for CM services which includes but will not be limited to engaging and developing rapport with patients at bedside in the trauma center, and linking patients to community resources and services, based on individualized assessments. Case managers will provide the victims with support and assistance in the trauma center and during the critical months following the patient's discharge. An example of CM services is providing access to resources such as mental health services, tattoo removal, general education development programs, employment, court advocacy, substance use assistance, and housing. The strategy is designed to quickly stem the flow of violence in a given community while building a network of prevention and intervention support for the victim.

- 2.1 HVIP Services include: establishing a Memorandum of Understanding (MOU) between the trauma hospital site and community-based organization that will provide the HVIP services, establishing a 24/7 response protocol with the trauma hospital site to refer and engage patients, intake and assessment for clients who consent to services, individualized service plan, CM services and referrals and follow-up.
- 2.2 Contractor must provide HVIP services to patients who are being treated for violence-related injuries, including community and gang violence, or domestic violence, with a focus on patients who reside or were injured in TPI communities.
- 2.3 Contractor must provide individualized service plan and CM for clients who consent to services, provide peer support, mentoring and system navigation, and linking to services that meet client goals, including but not limited to: victim assistance, education, job development and employment services, mental health and substance abuse services, housing and basic needs. The type and duration of services is based upon the needs of a client as documented in the service plan, with a recommended minimum of 6 months follow-up post hospital discharge.
- 2.4 Contractor must coordinate with OVP TPI staff regarding the provision of HVIP services to ensure coordination and standardized protocols across sites, including participation in meetings and evaluation activities.

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

All changes must be made in accordance with the Contract Paragraph 8. Alteration of Terms/Amendments.

### **4.0 QUALITY CONTROL**

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

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all inspections 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, must be provided to the County upon request.

### **5.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Paragraph 40, County's Quality

Assurance Plan of the Contract.

**5.1 Monthly Meetings**

Contractor is required to attend a scheduled monthly meeting.

**5.2 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report must be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within fifteen (15) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report must be submitted to the County Contract Project Monitor within thirty (30) workdays.

**5.3 County Observations**

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

**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. 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, Alteration of Terms/Amendments.



## **6.2 Furnished Items**

The County will provide the Contractor with previous HVIP tools and evaluation reports, a Case Management Database and evaluation support via a contracted evaluation agency.

## **CONTRACTOR**

### **6.3 Project Manager and Case Manager**

- 6.3.1 Contractor must provide a part-time Project Manager equivalent (FTE) or designated alternate, who will supervise and oversee all staff and services provided. Contractor must provide a telephone number where the Project Manager and where calls received by the answering service must be returned by the Project Lead within twenty-four (24) hours of receipt of the call.
- 6.3.2 Project Manager must act as a central point of contact with the County.
- 6.3.3 Project Manager must have a minimum of five years of experience in the last seven years overseeing programs providing direct services to community members, with preference for community or hospital based violence intervention.
- 6.3.4 Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.
- 6.3.5 Contractor must also provide a full-time equivalent (FTE) Case Manager, who will provide services directly to participants, and is physically based at Contractor's program office site(s).
- 6.3.6 The Contractor's Project Manager or designated alternate staff and a Case Manager must respond to any calls during business hours, between 9 am and 5 pm, Monday through Friday.

### **6.4 Personnel**

- 6.4.1 Contractor must assign a sufficient number of employees to perform required work. At least one employee on site must be authorized to represent for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor must be required to conduct a background check of their employees as set forth in in the Contract, Paragraph 22, subparagraph D – Background and Security Investigations.

## **6.5 Uniforms/Identification Badges**

6.5.1 Contractor employees assigned to HVIP are required to wear badges and/or shirts that clearly designate their role and their agency name. All uniforms, as required and approved by the Director or designee, will be provided by at Contractor's expense.

6.5.2 Contractor must ensure their employees are appropriately identified as set forth in Paragraph 22, sub-paragraph C – Contractor's Staff Identification, of the Contract.

## **6.6 Materials and Equipment**

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

## **6.7 Training**

Contractor must provide training programs for all new employees and continuing in-service training for all employees.

## **6.8 Contractor's Office**

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 9:00 a.m. to 5:00 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 must be provided to receive calls. **The Contractor must answer calls received by the answering service within twenty-four (24) hours of receipt of the call.**

## **6.9 Service Site**

Contractor must coordinate with the hospital to provide engagement services on site, and also provide services to clients upon hospital discharge at a site within the surrounding community. Contractor should continuously manage and operate the community-based site(s) for provision of post-discharge services set forth in Exhibit B, Scope of Work.

For the community-based service site, Contractor must obtain required inspection certificates (health, fire, etc.) and written consent of the Director of Public Health or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

Contractor must maintain the building and surrounding areas in a manner consistent with applicable local, State, and federal occupational safety and

sanitation regulations. The premises must be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition.

## **7.0 HOURS/DAY OF WORK**

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

Contractor's site must be open and available to provide the required services to participants Monday through Friday at the service site within the catchment areas of the hospital where Case Management services are provided.

Contractor must ensure that staff responds to any calls and inquiries received between agency's operating hours of 9:00 am and 5:00 pm. In addition, Contractor must make good faith efforts to provide services on weekends and evenings, as needed, in cases where it will increase accessibility to program services and enhance the likelihood of a participant achieving his/her goals.

## **8.0 WORK SCHEDULES**

8.1 Contractor must submit for review and approval a work schedule for each facility to the County Project Director within seven days prior to starting work. Said work schedules must be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules must list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager for review and approval within two working days prior to revised scheduled time for work.

## **9.0 UNSCHEDULED WORK**

9.1 The County Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

9.2 Prior to performing any unscheduled work, the Contractor must prepare and submit a written description of the work with an estimate cost of labor and materials. If the unscheduled work exceeds the Contractor's estimated cost, the County Project Director or designee must approve the excess cost. In any

case, no unscheduled work must commence without written authorization.

- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must contact County's Project Director for approval before beginning the work. A written estimated cost must be sent within twenty-four (24) hours for approval. Contractor must submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work must commence on the established specified date. Contractor must proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **10.0 SPECIFIC WORK REQUIREMENTS – (Refer to Exhibit B, Scope of Work)**

### **10.1 ORGANIZATIONAL STRUCTURE AND MEETINGS**

Contractor must provide Project Manager to oversee the day-to-day project deliverables and the Contract. Work closely with Public Health's finance staff to ensure timely delivery of monthly invoices and other administrative paperwork. The Project Manager must be available to lead and participate in scheduled conference calls and/or meetings with Public Health staff to discuss status updates, including but not limited to: progress & action items on Scope of Work deliverables, and activities developed by Public Health to achieve the objectives of the Scope of Work, as well as Administrative action items. Contractor shall assign other team staff as needed to complete project deliverables and implementation activities in a timely matter.

### **10.2 PROTOCOLS AND AGREEMENTS**

Contractor must develop protocols and agreements to supports the implementation of HVIP services, including establishing an MOU with the trauma hospital site, establishing an oversight committee, and developing a collaboration plan.

### **10.3 24/7 RESPONSE AND REFERRALS**

Contractor must develop 24/7 response protocol that includes procedures to communicate with trauma hospital staff to identify eligible patients, how patients and families will be engaged, and engage a minimum of 100 referred patients per year.

- Pomona Valley Hospital: 100 referred patients  
*(To be customized specific to each trauma hospital prior to contract award)*

- Harbor UCLA: 200 referred patients  
*(To be customized specific to each trauma hospital prior to contract award)*
- LAC+USC: 200 referred patients  
*(To be customized specific to each trauma hospital prior to contract award)*
- St. Francis: 320 referred patients  
*(To be customized specific to each trauma hospital prior to contract award)*

#### **10.4 INTAKE**

Contractor must conduct an interview and complete a Client Intake form and obtain Client Consent Form from all participants who consent to services to obtain information and determine participant's immediate needs.

#### **10.5 ASSESSMENT**

Contractor must conduct a comprehensive risk assessment of every new client, using the tool provided by Public Health, to obtain the information needed to develop an Individualized Service Plan. Assessment must be completed within 15 days of intake, and at 3-month interval post engagement, and at exit, at minimum.

#### **10.6 INDIVIDUALIZED SERVICE PLAN**

An Individualized Service Plan must be created to empower the participant to engage in services to accomplish desired goals and serve as a guiding document for provision of CM that will be updated to track progress made.

#### **10.7 CASE MANAGEMENT SERVICES**

Contractor must provide tailored CM services to a minimum number of clients as identified below per hospital, per year via an Individualized Service Plan. Case Managers should maintain a caseload not to exceed 30 clients.

- Pomona Valley Hospital: 50 clients  
*(To be customized specific to each trauma hospital prior to contract award)*
- Harbor UCLA: 100 clients  
*(To be customized specific to each trauma hospital prior to contract award)*
- and LAC+USC: 100 clients

*(To be customized specific to each trauma hospital prior to contract award)*

- St. Francis: 160 clients  
*(To be customized specific to each trauma hospital prior to contract award)*

## **10.8 TRAINING AND STAFF SELF-CARE**

Develop a training and staff self-care support plan for Case Managers and other direct services staff. Contractor must allocate a portion of their budget at minimum of \$5,000 annually to support training and self-care needs identified by staff. Contractors may also identify other sources of funding to support staff training and self-care.

## **10.9 HOSPITAL STAFF**

Contractor must have an MOU with trauma hospital as referenced in subparagraph 2.1 of this Statement of Work. Contractor will work with the trauma hospital to identify and designate key staff to support HVIP services:

- 10.9.1 Administrative lead who will provide oversight for HVIP services and is empowered to make decisions on behalf of the trauma hospital.
- 10.9.2 Trauma Director or designee, who will coordinate day to day operations, including notifications to Contractor and facilitate engagement of patients.
- 10.9.3 If applicable, Social Workers at the trauma hospital site who can coordinate with HVIP Case Managers to support client needs.

## **10.10 CLIENT RECORDS**

- 10.10.1 Contractor must maintain a current and comprehensive case file for each client interviewed. The client's case file, at minimum, must contain the following documents/information, which must be entered into a CM database that must be approved by Public Health:
  1. Client Intake form (created by the Contractor in collaboration with OVP),
  2. Risk Assessment at intake, 3-months and exit, at minimum (created by OVP),
  3. Individualized Service Plan (created by the Contractor in collaboration with OVP),

4. Client Consent Form (created by the Contractor in collaboration with OVP),
5. Progress notes with service delivery dates,
6. Key dates for services, including date of hospitalization, initial engagements, consent and intake completed, assessment completed, service plan developed, patient discharge, engagements post discharge including 3-month follow-up, dates of referrals to services, and date CM closed,
7. Case summary post closure, including reason for closure, and narrative assessment of success/goals met, and
8. Client satisfaction survey (created by Public Health).

10.10.2 In addition to other confidentiality requirements set forth in the Contract, Contractor must maintain client's case file in either a locked file cabinet or in a secure room, or encrypted database, to ensure confidentiality. Contractor must ensure confidentiality and provide secure storage, access, and disposal of participant records for seven years after the contact has terminated as set forth in the Contract, Paragraph 16, Record Retention and Audits.

#### **10.11 REQUIRED MEETINGS**

Contractor must participate in all required meetings in providing HVIP services.

#### **10.12 REPORTING**

Contractor must submit the following:

- 10.12.1 Monthly Invoice and Progress Report
- 10.12.2 Mid-year and Year-end Reports
- 10.12.3 Other Reports

### **11.0 OTHER REQUIREMENTS**

#### **Public Statements and Program Materials**

Contractor must indicate in any and all program materials/brochures, press release(s) and any statement to the public related to the Program the following statement:

“This project is funded, in whole or in part, by Los Angeles County, Department of Public Health, Office of Violence Prevention, Trauma Prevention Initiative.”

Contractor must share program materials/brochures with OVP for review/approval prior to distribution. All job announcements must indicate that Contractor is, an “ Equal Employment Opportunity Employer”.



**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**SCOPE OF WORK**  
**[CONTRACTED AGENCY]**  
 Trauma Prevention Initiative:  
 Hospital Violence Intervention Program – (Name of Hospital Site)  
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
1. Organizational Structure and Meetings	<p>1.1 Contractor shall provide organizational chart for the Hospital Violence Intervention Program (HVIP) team and description of each staff member's role and qualifications.</p> <p>1.2 Contractor shall provide an up-to-date contact sheet for all HVIP staff assigned to work under this Contract including name, title, address, phone number, and email address. Contractor shall notify the Department of Public Health (Public Health) in writing within 5 business days of any changes in staff assignments under this Contract.</p> <p>1.3 Assigned Project Manager shall oversee the day-to-day project deliverables and the Contract. Work closely with Public Health's finance staff to ensure timely delivery of monthly invoices and other administrative paperwork. The Project Manager must be available to lead and participate in scheduled conference calls and/or meetings with Public Health staff to discuss status updates, including but not limited to: progress &amp; action items on Scope of Work deliverables, and activities developed by Public Health to achieve the objectives of the Scope of Work, as well as Administrative action items. Contractor shall assign other team staff as needed to complete project deliverables and implementation activities in a timely matter.</p>	<p>Upon Contract execution</p> <p>Upon Contract execution and ongoing</p> <p>Upon Contract execution and ongoing</p>	<p>1.1 Organizational chart for the HVIP team, description of each staff member's role and qualifications submitted to the Public Health and kept on file.</p> <p>1.2 Up-to-date contact sheet for all project staff assigned to work under this Contract to be kept on file.</p> <p>1.3 Meeting agendas, minutes, and email correspondence to be kept on file.</p>





**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**SCOPE OF WORK**  
**[CONTRACTED AGENCY]**  
 Trauma Prevention Initiative:  
 Hospital Violence Intervention Program – (Name of Hospital Site)  
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	4.2 Contractor shall conduct an interview and complete a Client Intake form for all participants, who consent to services to obtain information and determine participant's immediate needs.	Ongoing	4.2 Client Intake form records (as specified by Public Health requirements) per participant.
5. Assessment	5.1 Risk assessment tool to be provided by Public Health to assess: levels of need, based on a tiered system of risk and protective factors, circumstances of injury, criminal history, gang affiliation, mental health and substance use history, client's support system; and other factors.  5.2 Contractor shall conduct a comprehensive risk assessment of every new client, using the provided tool, within 15 days of intake to obtain the information needed to develop an Individualized Service Plan (ISP).  5.3 Assessment must be completed within 15 days of intake, and a post assessment completed at 6-month intervals post engagement, and at exit, at minimum.	February 1, 2023   Ongoing   Ongoing	5.1 Draft assessment tool   5.2 Client assessment records (as specified by Public Health requirements) per new client, to be completed within 15 days of intake.  5.3 Assessment records completed within 15 days, every 6-months, and at exit for each client.
6. Individualized Service Plan (ISP)	6.1 ISP shall be created to empower the participant to engage in services to accomplish desired goals and serve as a guiding document for provision of Case Management (CM) that will be updated to track progress made. Client ISP should be reviewed on a monthly basis and revised as needed to adjust client goals.	Ongoing   Ongoing	6.1 Individualized Service Plan records per participant (as specified by Public Health requirements)  6.2 Thorough narrative summary (as specified by Public Health requirements)

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**SCOPE OF WORK**  
**[CONTRACTED AGENCY]**  
 Trauma Prevention Initiative:  
 Hospital Violence Intervention Program – (Name of Hospital Site)  
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>6.2 Narrative summary of client goals and objectives for CM, recommended services and referrals, and schedule of follow-up check-ins with client to assess progress;</p> <ul style="list-style-type: none"> <li>• Safety Plan to address concerns of client returning to community post discharge, including potential threats of retaliation, coordination with local Street Outreach providers as available to support client safety, and identification of safe support system and safe places;</li> <li>• Referral to Victim Services;</li> <li>• COVID-19 vaccination and testing resources;</li> <li>• Where applicable and with assistance from Public Health, coordinate cross-referrals with county partner initiatives to provide supportive services to clients, including but not limited to Department of Youth Development, Law Enforcement Assisted Diversion, and Office of Diversion and Reentry for employment programs and services;</li> <li>• Other service referrals provided to meet identified goals including but not limited to counseling, domestic violence prevention, housing and basic needs, substance use treatment, tattoo removal, education, employment services, legal services, peer mentoring, etc.;</li> <li>• Documentation of the types and duration of services provided, and linked referrals made and completed;</li> </ul>		

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**SCOPE OF WORK**  
**[CONTRACTED AGENCY]**  
 Trauma Prevention Initiative:  
 Hospital Violence Intervention Program – (Name of Hospital Site)  
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<ul style="list-style-type: none"> <li>Documentation of client goals met, successes, and challenges.</li> </ul>		
7. Case Management (CM) Services	<p>7.1 Case Managers will be required to collect data through an Access database and/or web-based data collection and CM platform provided by Public Health's evaluation team, that documents intake, assessment, Service Plans, and case management progress and follow-up. Public Health will advise on required data points to track;</p> <p>7.2 Develop and maintain a list of service providers and partners to support client goals and HVIP success, including but not limited to: counseling, domestic violence, housing and basic needs, substance use treatment, tattoo removal, education, employment services, legal services, peer mentoring, etc. Provide updated list to Public Health semi-annually (every 6 months);</p> <p>7.3 Provide tailored CM services to a minimum of 50 clients (<i>vary per hospital site</i>) per year via ISP. Case Managers should maintain a caseload not to exceed 30 clients per case manager, some requiring intensive case management and others classified as maintenance. Clients should be engaged monthly, (at a minimum), for case management services. Duration of case management may vary depending on client goals and commitment, and will include follow-ups at 3 months, post intake, at a minimum.</p> <ul style="list-style-type: none"> <li>Pomona Valley Hospital: 50 clients</li> </ul>	<p>August 31, 2023</p> <p>August 1, 2023; every 6-months thereafter</p> <p>Ongoing</p>	<p>7.1 CM database (as specified by Public Health requirements)</p> <p>7.2 List of service providers and partners</p> <p>7.3 CM records for each client, including meeting dates, safety plans, referrals</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**SCOPE OF WORK**  
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 Trauma Prevention Initiative:  
 Hospital Violence Intervention Program – (Name of Hospital Site)  
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<ul style="list-style-type: none"> <li>o Harbor UCLA: 100 clients</li> <li>o LAC+USC: 100 clients</li> <li>o St. Francis: 160 clients</li> </ul> <p>Case management to include:</p> <ul style="list-style-type: none"> <li>• Provide peer support and service navigation for clients, regular contact with clients to track progress, ensure that services are adequate in order to achieve goals, and address challenges and barriers experienced by client;</li> <li>• Coordinate development of client Safety Plans, with SOCVI agencies to ensure client returns safely to community upon hospital discharge;</li> <li>• Evaluate whether services are consistent with the needs enumerated in the service plan, determine if any changes to ISP goals are necessary, and ensure that referrals are linked, and services are obtained in a timely, coordinated manner.</li> </ul>		
<p>8. Training and Staff Self-Care</p>	<p>8.1 Develop a training and staff self-care support plan that must include:</p> <ul style="list-style-type: none"> <li>• Identification of required trainings and certifications for Case Managers and other direct services staff (e.g., intervention, trauma informed practice, motivational interviewing), and a process for ensuring that staff are up to date;</li> </ul>	<p>August 1, 2023; quarterly thereafter</p>	<p>8.1 Written training and staff self-care support plan (as specified by Public Health requirements); provide quarterly report on types of self-care and training provided for staff</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
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**[CONTRACTED AGENCY]**  
 Trauma Prevention Initiative:  
 Hospital Violence Intervention Program – (Name of Hospital Site)  
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<ul style="list-style-type: none"> <li>• Providing weekly staff “check-in” meetings to discuss experiences and support teamwork and self-care;</li> <li>• Encouraging staff to participate in trainings sessions provided by Public Health and other partners relative to gender based violence, trauma informed practice, and other topics;</li> </ul>		
9. Hospital Staff	<p>Contractor must work with the trauma hospital via MOU to identify and designate key staff to support HVIP services as follows:</p> <ul style="list-style-type: none"> <li>• Administrative lead who will provide oversight for HVIP services and is empowered to make decisions on behalf of the trauma hospital.</li> <li>• Trauma Director or designee, who will coordinate day to day operations, including notifications to Contractor and facilitate engagement of patients.</li> <li>• If applicable, Social Workers at the trauma hospital site who can coordinate with HVIP Case Managers to support client needs.</li> </ul>	August 1, 2023 and ongoing	A fully executed MOU between the Contractor and Hospital, and up-to-date contact sheet of all hospital staff assigned to work under this Contract to be kept on file
10. Client Records	<p>Contractor must maintain a current and comprehensive case file for each client interviewed. The client’s case file, at minimum, must contain the following documents/information, which must be entered into a CM database that must be approved by Public Health:</p> <ul style="list-style-type: none"> <li>• Client Intake form (created by the Contractor in collaboration with OVP),</li> <li>• Risk Assessment at intake, 3-months and exit, at minimum (created by OVP),</li> </ul>	Ongoing	Up-to-date contact sheet of all hospital staff assigned to work under this Contract, and case file to be kept on file.



**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**SCOPE OF WORK**  
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 Trauma Prevention Initiative:  
 Hospital Violence Intervention Program – (Name of Hospital Site)  
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<ul style="list-style-type: none"> <li>• Individualized Service Plan (created by the Contractor in collaboration with Office of Violence Prevention (OVP),</li> <li>• Client Consent Form (created by the Contractor in collaboration with OVP),</li> <li>• Progress notes with service delivery dates,</li> <li>• Key dates for services, including date of hospitalization, initial engagements, consent and intake completed, assessment completed, service plan developed, patient discharge, engagements post discharge including 3-month follow-up, dates of referrals to services, and date CM closed,</li> <li>• Case summary post closure, including reason for closure, and narrative assessment of success/goals met, and</li> <li>• Client satisfaction survey (created by Public Health).</li> </ul>		
11. Required Meetings	11.1 Contractor will participate in monthly contract management meetings with Public Health to discuss progress, successes, and challenges.  11.2 Contractor will participate in quarterly Trauma Prevention Initiative (TPI) Advisory Committee meetings to discuss progress and connect with County services and other contracted agencies  11.3 Contractor will participate, at a minimum, in quarterly Hospital Violence Intervention Consortium meetings to support collaboration,	Monthly  Quarterly  Quarterly	11.1 Documented attendance at Monthly contract meetings  11.2 Documented attendance at Quarterly TPI Advisory Committee meetings  11.3 Documented attendance at Quarterly Hospital Violence Intervention Consortium meetings

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
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 Trauma Prevention Initiative:  
 Hospital Violence Intervention Program – (Name of Hospital Site)  
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>peer learning, and data sharing across trauma hospital sites</p> <p>11.4 Contractor’s staff will participate in at least one capacity building training opportunity annually, hosted by Public Health or partner agencies</p>	<p>June 30, 2024</p>	<p>11.4 Documented attendance at capacity building training</p>
<p>12. Reporting and Invoicing</p>	<p>12.1 Monthly Invoice and Progress Report - Contractor shall submit to Public Health a Monthly Progress Report, with their billing invoice no later than 15 days after the month services were rendered. Invoices received without the Monthly Report will not be paid.</p> <p>12.2 Year-end Reports – Contractor will submit mid-year and year-end reports using a template provided by Public Health, including updates on progress meeting each deliverable, a data summary of clients served, types of service provided, client anecdotes, and overall successes and challenges.</p> <p>12.3 Other Reports - County may request data or other information from Contractor on an ad-hoc basis, as needed by Public Health, County agencies, or entities for budgetary or other purposes. Contractor shall provide the requested data to County in a mutually agreeable time period.</p>	<p>Monthly</p> <p>June 2024; and annually thereafter</p> <p>Ongoing</p>	<p>12.1 Monthly Invoice and Progress Report</p> <p>12.2 Year-end reports (as specified by Public Health requirements)</p> <p>12.3 Ad-hoc reports, as requested</p>
<p>13. Case Management (CM)</p>	<p>13.1 Ensure that 90% of new clients have an ISP based on their unique needs and circumstances.</p>	<p>Monthly</p>	<p>13.1 Individual Clients File</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
**SCOPE OF WORK**  
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 Trauma Prevention Initiative:  
 Hospital Violence Intervention Program – (Name of Hospital Site)  
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
Performance Outcomes	Review new clients on CM database and check for ISP during the month. <b>Denominator</b> = All new clients enrolled in CM database during the month. <b>Numerator</b> = Clients that received ISP in the same month. [Public Health will take the annual average]		
	13.2 Ensure that 90% of new clients complete a baseline risk assessment within 15 days of enrollment.  Review all new enrolled clients and check if they completed an assessment during the month. <b>Denominator</b> = All new enrolled clients during the month. <b>Numerator</b> = Clients who completed an assessment in the same month. [Public Health will take the annual average]	Monthly	13.2 All clients File
	13.3 Ensure that 75% of clients complete a post assessment at 3 months post enrollment.  Review continuing clients and check if they completed a post assessment 3 months after enrollment. <b>Denominator</b> = All continuing enrolled clients who have been enrolled in the program for 3 months. <b>Numerator</b> = Clients who completed a post assessment in the same month. [Public Health will take the annual average]	Monthly	13.3 All Clients file

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
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 Trauma Prevention Initiative:  
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 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>13.4 Ensure that 80% of clients receive risk-reduction resources in the community.</p> <p>Review continuing clients and check if they have been referred to at least one service in the community as identified by their ISP.  <b>Denominator</b> = All continuing enrolled clients.  <b>Numerator</b> = Clients who have received at least one referral for each need identified in their ISP.            [Public Health will take the annual average]</p> <p>13.5 Ensure that 80% of clients are engaged at minimum once a month during the duration of their enrollment, and at 3-months post intake.</p> <p>Review continuing clients and check if they have been successfully engaged at least once a month during their enrollment. <b>Denominator</b> = All continuing enrolled clients. <b>Numerator</b> = Clients who have received at least one successful engagement a month for the duration of their enrollment, and at 3-months and 6-months post intake. [Public Health will take the annual average]</p> <p>13.6 Ensure that 75% of continuing clients that are receiving CM will receive a comprehensive reassessment of ISP at minimum every 180 days (six months).</p> <p>Review continuing clients who have been enrolled for at least 180 days (six months) and check if they have an updated individual service plan.</p>	<p>Monthly</p> <p>Monthly</p> <p>Monthly</p>	<p>13.4 All Clients file.</p> <p>13.5 All Clients file.</p> <p>13.6 All Clients file.</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
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 Trauma Prevention Initiative:  
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DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p><b>Denominator</b> = All clients who have been enrolled for at least 180 days (six months).  <b>Numerator</b> = Clients who have completed an updated individual service plan during the month. [Public Health will take the annual average]</p> <p>13.7 Ensure that 90% of clients in need of victim services are notified of the availability of victim services and receive a referral.</p> <p>Review continuing clients who have been enrolled for at least 180 days (six months) and check if they have an updated safety plan. <b>Denominator</b> = All clients who have been enrolled for at least 180 days (six months). <b>Numerator</b> = Clients who have completed an updated safety plan during the month. [Public Health will take the annual average]</p>	Monthly	13.7 All Clients file.
	<p>13.8 Ensure that 90% of clients are offered information about COVID-19 safety and assistance obtaining appointment to get vaccinated</p> <p>Review continuing clients and check if they have received information about COVID-19 safety and vaccine appointments. <b>Denominator</b> = All continuing clients. <b>Numerator</b> = Clients who have received a COVID-19 safety information and assistance obtaining an appointment to get vaccinated. [Public Health will take the annual average]</p>	Monthly	13.8 All Clients file.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**SCOPE OF WORK**  
**[CONTRACTED AGENCY]**  
 Trauma Prevention Initiative:  
 Hospital Violence Intervention Program – (Name of Hospital Site)  
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
14. Evaluation	14.1 Contractor must coordinate with Public Health and Public Health’s contracted evaluator to ensure that data are entered within the approved CM database, monitored for quality, and provided to the evaluator on a monthly basis.	Ongoing	14.1 Review monthly CM database
	14.2 Contractor will support other evaluation needs, including but not limited to coordinating distribution of client satisfaction surveys, participating in focus groups or interviews about HVIP services, or providing as needed reports on work completed and clients served.	Ongoing	14.2 Client Satisfaction Survey, Sign-in sheet, and reports as needed.
	14.3 Contractor must ensure data quality and compliance with all data submission requirements.	Ongoing	14.3 Quality control procedure on file.

**CONTRACTOR'S EEO CERTIFICATION**


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 Contractor Name

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 Address

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 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"/> |

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 Authorized Official's Printed Name and Title

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 Authorized Official's Signature

---

 Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

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



**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
(HIPAA)**

**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE**

**PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”).

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement (“Business Associate Agreement”) between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

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

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## 2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

### 3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its

employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and



the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report,

Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person

who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## 10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.



13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

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

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

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

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

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

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected

Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under

Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON  
TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health

Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

## 19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health

Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

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

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.



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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



BabySafeLA.org

No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

---

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

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

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or [BabySafeLA.org](http://BabySafeLA.org)**

English, Spanish and 140 other languages spoken.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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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)

## Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor's compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the "Ordinance"). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, (the "Subrecipient"), certify that on County Contract Select One \_\_\_\_\_

All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.  
 Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

SAMPLE

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Contractor Name

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
TRAUMA PREVENTION INITIATIVE:  
HOSPITAL VIOLENCE INTERVENTION PROGRAM SERVICES  
APPLICATION PACKET**

**Exhibits**

- 1) Applicant's Organization Questionnaire/Affidavit
- 2) Applicant's Minimum Mandatory Requirements
- 3) Certification of Compliance
- 4) Application Transmittal Form
- 5) Acceptance of Terms and Conditions Affirmation
- 6) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 7) Budgets

**Attachment**

- A. **Optional** – Applicant Survey Questionnaire

**EXHIBIT 1**  
**APPLICANT'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

<b>APPLICANT NAME:</b>	<b>COUNTY WEBVEN NUMBER:</b>
<b>ADDRESS:</b>	
<b>E-MAIL:</b>	<b>TELEPHONE NUMBER:</b>
<b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b>	<b>CALIFORNIA BUSINESS LICENSE NUMBER:</b>

1	<p><b>Select the options that best define your firm's business structure:</b></p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p><b>If Corporation or Limited Liability Company (LLC):</b>                  Legal Name (as stated in Articles of Incorporation):                  _____</p> <p>State of Incorporation: _____</p> <p>Year of Incorporation: _____</p> <p><b>If Limited Partnership or a Sole Proprietorship:</b>                  Name of proprietor or managing partner:                  _____</p> <p><b>If other:</b> Specify business structure name:                  _____</p>
2	<p><b>Is your firm doing business under one or more DBA's?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name: _____</p> <p>Country of Registration: _____</p> <p>Year became DBA: _____</p>
3	<p><b>Is your firm wholly/majority owned by, or a subsidiary of another firm?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm:                  _____</p>

**EXHIBIT 1**  
**APPLICANT'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

		State of Incorporation or registration of parent firm: _____
4	<b>Has your firm done business as other names within last five (5) years?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change.  Name: _____ Year(s) of Name Change _____ _____
5	<b>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</b>	
6	<b>Is your firm involved in any pending acquisition or mergers?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	<b>List all names and contact information of all individuals legally authorized to commit the Applicant.</b>	Name: _____  Title: _____  Phone: _____  Email: _____



**EXHIBIT 2**

**APPLICANT’S MINIMUM MANDATORY REQUIREMENTS**

**PART 1: Application’s Organization**

<b>APPLICANT’S LEGAL NAME:</b>	
--------------------------------	--

**INSTRUCTIONS TO APPLICANT:**

Please check the box(es) below to identify all trauma hospital sites your agency is applying for:

- 1. St. Francis Medical Center
- 2. Harbor UCLA Medical Center
- 3. LAC+USC Medical Center
- 4. Pomona Valley Hospital

There are two parts to Exhibit 2 which consists of Part 1: Applicant’s Organization, and Part 2: Applicant’s Experience. If applying for more than one trauma hospital site, a separate and complete Part 2: Applicant’s Experience must be submitted for each trauma hospital site).

**Please thoroughly complete this Application Packet form (Exhibit 2).**

The Application will be scored on a “Pass” or “Fail” basis. Applicants must meet all of the Applicant’s Minimum Mandatory Requirements in order to be considered for a contract award. **Applications that do not meet all of the Minimum Mandatory Requirements shall be deemed unresponsive and shall not be considered for a contract award.**

Applicant acknowledges and certifies that on the day on which the Application is submitted, it meets and will comply with all of the Minimum Mandatory Requirements as listed below. **Subcontractors may not be used to meet any of the Minimum Mandatory Requirements.**

**Please check the appropriate box(es) for each section below:**

RFA SECTION	Minimum Mandatory Requirements	Certification
1.4.1	<p><b>Organization</b>                      Applicant must be a tax-exempt, registered non-profit organization qualified under Internal Revenue Service’s Code (IRS) – Section 501(c)(3), and must submit a copy of its <u>IRS 501 (c)(3) Determination Letter</u>, serving residents of Los Angeles County.</p> <p>If yes, Applicant has included/attached to its Application Packet the required copy of its <u>IRS 501 (c)(3) Determination Letter</u>?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p>
1.4.2	<p><b>Office Location</b>                      Applicant must have a business office in operation located in Los Angeles County.</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p>

1.4.3	<p><b>Unresolved Disallowed Cost</b></p> <p>If Applicant has any County contract that has been reviewed by the Department of the Auditor-Controller within the last 10 years, Applicant must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p> <p><input type="checkbox"/> Applicant <u>does not</u> have unresolved disallowed costs as described above.</p> <p><input type="checkbox"/> Applicant <u>has</u> unresolved disallowed costs as described above.</p> <p><i>County will verify that Applicant does not have unresolved disallowed costs.</i></p>
1.4.4	<p>Applicant must not be debarred, suspended, or excluded from securing United States Federal Government (federal), State of California (State) and/or County contracts at the time of the application submission due date.</p> <p><input type="checkbox"/> Applicant is <u>not</u> debarred.</p> <p><input type="checkbox"/> Applicant <u>is</u> debarred.</p>
<p>- End of Exhibit 2, Part 1: Applicant's Organization -</p> <p>- Please proceed to complete Exhibit 2, Part 2: Applicant's Experience -</p>	

**EXHIBIT 2****APPLICANT'S MINIMUM MANDATORY REQUIREMENTS****Part 2: Applicant's Experience**

(If applying for more than one trauma hospital site, a separate and complete Part 2: Applicant's Experience must be submitted for each trauma hospital site.)

**APPLICANT'S LEGAL NAME:**

**Please check one box below to indicate which trauma hospital site Applicant is submitting this Part 2: Applicant's Experience.**

1. St. Francis Medical Center
2. Harbor UCLA Medical Center
3. LAC+USC Medical Center
4. Pomona Valley Hospital

**INSTRUCTIONS TO APPLICANT:**

**Please thoroughly complete this Application Packet form (Exhibit 2).**

The Application will be scored on a "Pass" or "Fail" basis. Applicants must meet all of the Applicant's Minimum Mandatory Requirements in order to be considered for a contract award. **Applications that do not meet all of the Minimum Mandatory Requirements shall be deemed unresponsive and shall not be considered for a contract award.**

Applicant acknowledges and certifies that on the day on which the Application is submitted, it meets and will comply with all of the Minimum Mandatory Requirements as listed below. **Subcontractors may not be used to meet any of the Minimum Mandatory Requirements.**

**Please check the appropriate box(es) for each section below:**

<b>RFA Section</b>	<b>Minimum Mandatory Requirements (MMRs)</b>	<b>Certification</b>
<b>1.4.5</b>	<b>Experience</b>	
1.4.5.1	<p>Applicant must have at least five years of experience in the last seven years implementing individual or community violence intervention services using peer outreach methods in the communities serviced by the hospital site they are applying for.</p> <p><input type="checkbox"/> Applicant has five years' experience within the last seven years.</p> <p>Years of Experience from _____ to _____. month/year month/year</p>	

	<p>➤ Statement of Experience: Applicant must provide the required narrative/information to demonstrate it meets this MMR in the section below labeled <a href="#">Part 2: Applicant's Experience – Statement of Experience (SOE)</a>.</p> <p><input type="checkbox"/> Applicant <u>does not</u> have five years' experience within the last seven years.</p>
1.4.5.2	<p>Applicant must provide a letter of verification from the trauma hospital site that they are applying for under this RFA, signed by the Trauma Director or designee, on hospital letterhead and dated within the past 30 days prior to the application due date, indicating specifically that applicant is or has the capacity to provide HVIP services at their facility. <i>(Note: Verification letter must be from the trauma hospital site Applicant checked/identified above.)</i></p> <p><input type="checkbox"/> Yes, letter of verification included with the Application Packet.  <input type="checkbox"/> No</p>
1.4.5.3	<p>Applicant must have an established team that consists of a Project Manager (50% full-time equivalent) and Case Manager (full-time equivalent) that have expertise in HVIP services to perform the objectives identified in Attachment A, Statement of Work, and Attachment B, Scope of Work.</p> <p><input type="checkbox"/> Yes, have an established team.  <input type="checkbox"/> No</p> <p>Applicant must provide a brief description and resumes on the established team <u>and</u> include a plan for developing collaborative relationships with key staff at the selected trauma hospital site for provision of HVIP services.</p> <p><input type="checkbox"/> Yes, resumes included with the Application Packet.  <input type="checkbox"/> No</p> <p>➤ Statement of Experience: Applicant must provide the required narrative/information to demonstrate it meets this MMR in the section below labeled <a href="#">Part 2: Applicant's Experience – Statement of Experience (SOE)</a>.</p>

**EXHIBIT 2**

**Part 2: Applicant's Experience – Statement of Experience (SOE)**

**Applicant must complete the section below to provide the narrative/information requested for the Minimum Mandatory Requirements identified below.**

**RFA MMR 1.4.5.1** - Applicant must have at least five years of experience in the last seven years implementing individual or community violence intervention services using peer outreach methods in the communities serviced by the hospital site they are applying for.

- *In the provided space below, Applicant must describe its experience to demonstrate it meets this MMR. Narrative must not exceed the space provided below. County will only review the information included in the space provided.*

**Description of experience implementing individual or community violence intervention services using peer outreach methods in the communities serviced by the hospital site:**

**EXHIBIT 2****Part 2: Applicant's Experience – Statement of Experience (SOE)**

Applicant must complete the section below to provide the narrative/information requested for the Minimum Mandatory Requirements identified below.

**RFA MMR 1.4.5.3** - Applicant must have an established team that consists of a Project Manager (50% full-time equivalent) and Case Manager (full-time equivalent) that have expertise in HVIP services to perform the objectives identified in Attachment A, Statement of Work, and Attachment B, Scope of Work.

Applicant must provide a brief description and resumes on the established team and include a plan for developing collaborative relationships with key staff at the selected trauma hospital site for provision of HVIP services.

- *In the provided space below, Applicant must provide a brief description on the established team and include a plan for developing collaborative relationships with key staff at the selected trauma hospital site for provision of HVIP services. Describe its experience to demonstrate it meets this MMR. Narrative must not exceed the space provided below. County will only review the information included in the space provided.*

**Brief description on established team:**

**EXHIBIT 2**

Part 2: Applicant's Experience – Statement of Experience (SOE)

Applicant must complete the section below to provide the narrative/information requested for the Minimum Mandatory Requirements identified below.

1.4.5.3 - Applicant must provide a plan for the developing collaborative relationships with key staff at the selected trauma hospital site for provision of HVIP services.

Describe the Plan for developing collaborative relationship with key staff at the selected trauma hospital site for provision of HVIP services.

*Narrative must not exceed the space provided below. County will only review the information included in the space provided.*

**Plan for developing collaborative relationships with key staff at the selected trauma hospital for provision of HVIP services:**

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Application are made, the Application 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.

\_\_\_\_\_  
Signature of Authorized Representative of Applicant:

\_\_\_\_\_  
Date:

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

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



**EXHIBIT 3**  
**CERTIFICATION OF COMPLIANCE**

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

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	EEO Certification	<a href="#">Board Policy 4.32.010</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
6	Charitable Contributions Certification  Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable)	<a href="#">Board Policy 5.065</a>	<b>Check the Certification below that is applicable to your company.</b>  <input type="checkbox"/> Applicant 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 Applicant 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.  <b>OR</b>  <input type="checkbox"/> Applicant or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
7	Attestation of Willingness to Consider Gain/Grow Participants	<a href="#">Board Policy 5.050</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Willing to provide GAIN/GROW participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available

**EXHIBIT 3**  
**CERTIFICATION OF COMPLIANCE**

8	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<p><b>Certifies Compliance?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p> <p><input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.</p>
9	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<p><b>Certifies Compliance?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b>  Click or tap here to enter text.</p>

**EXHIBIT 4**  
**APPLICATION TRANSMITTAL FORM**

**APPLICANT'S LEGAL NAME:** \_\_\_\_\_

**APPLICANT'S ADDRESS:** \_\_\_\_\_  
Street Suite

\_\_\_\_\_  
City State Zip Code

**APPLICANT'S AUTHORIZED REPRESENTATIVE:** Please provide the below information as it relates to Applicant's authorized representative. Applicant's authorized representative must be authorized to sign on behalf of the Applicant, able to make representations for the Applicant during contract negotiations, and able to legally bind the Applicant to any resultant contract.

Authorized Representative: \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street Suite

\_\_\_\_\_  
City State Zip Code

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**APPLICANT'S CONTACT PERSON:** Please provide the below information as it relates to Applicant's contact person. Applicant's contact person will serve as the Applicant's main contact with the County for any matters related to this RFA.

Contact Representative: \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street Suite

\_\_\_\_\_  
City State Zip Code

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**EXHIBIT 5**

**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

Company Name:

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Company Address:

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

Applicant hereby affirms that it understands and agrees that submission of an application in response to this RFA constitutes acknowledgement and acceptance of, and a willingness to comply with all the terms and conditions and criteria contained in the referenced RFA and any addenda thereto.

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

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IS TRUE AND CORRECT.**

Authorized Representative:


Signature:	Date:
Print Name:	Title:

**ATTACHMENT A****Applicant Survey Questionnaire**

<b>Applicant Survey Questionnaire</b> Optional Survey: Your feedback is greatly appreciated.	
<b>Applicant Name (Optional):</b>	
<b>How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check box(es) that apply.</b>	
❖ <b>Social Media (e.g., Twitter, Facebook, etc.)</b>	<input type="checkbox"/> <b>Yes</b>
❖ <b>Department of Public Health Workshop</b>	<input type="checkbox"/> <b>Yes</b>
❖ <b>County Applicant Fair</b>	<input type="checkbox"/> <b>Yes</b>
❖ <b>Contracting Opportunity flyer</b>	<input type="checkbox"/> <b>Yes</b>
❖ <b>Email Notification</b>	<input type="checkbox"/> <b>Yes</b>
❖ <b>Website (Department of Public Health Contracts and Grants)</b>	<input type="checkbox"/> <b>Yes</b>
❖ <b>Other Website (<i>Please describe below</i>):</b>	<input type="checkbox"/> <b>Yes</b>
❖ <b>Other (<i>Please describe below</i>):</b>	<input type="checkbox"/> <b>Yes</b>
<b>Thank you!</b>	

**REQUIRED FORMS – EXHIBIT 6  
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
American Indian			%	%	
Filipino			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		 <b>Check if not applicable</b>				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

<b>Section 1: FIRM/ORGANIZATION INFORMATION</b>	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

**Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE**

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer 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.

**SUBMITTAL**

**Proposer must submit Exhibit 6 - Community Business Enterprise (CBE) Information form in Excel format.**

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 TRAUMA PREVENTION INITIATIVE: HOSPITAL VIOLENCE INTERVENTION PROGRAM - [Hospital Name]

**PROPOSED ANNUAL BUDGET**

Trauma Hospital Site: \_\_\_\_\_  
 Submitted by: (Complete Applicant's Name) \_\_\_\_\_

Period 1: July 1, 2023 - June 30, 2024

**BUDGET**

A.	SALARIES	Monthly Salary	Percent of Time	No. of Months	Totals
	<b>Full Time Salaries</b>				
	Case Manager - TBD	\$0.00	100%	12	\$ -
	Total Full Time Salaries				\$ -
	<b>Part Time Salaries</b>				
	Project Manager - TBD	\$0.00	50%	12	\$ -
	Total Part Time Salaries				\$ -
	<b>Total Salary Costs</b>				\$ -
<b>B.</b>	<b>EMPLOYEE BENEFITS @ 26.75%</b>				
	Employee Benefits for Full Time Employees				\$ -
	Employee Benefits for Part Time Employees				\$ -
	<b>Total Employee Benefit Costs</b>				\$ -
	<b>Total Salaries &amp; Employee Benefits</b>				\$ -
<b>C.</b>	<b>OPERATING EXPENSES</b>				
	Telecommunications				\$ -
	Utilities				\$ -
	Rent/Lease				\$ -
	Office Supplies				\$ -
	Postage				\$ -
	Audit and Insurance Fees				\$ -
	<b>Total Operating Expenses Costs</b>				\$ -
<b>D.</b>	<b>PROGRAM SUPPLIES</b>				
	Office Supplies				\$ -
	Promotional Materials				\$ -
	Incentives				\$ -
	Printing and Duplication				\$ -
	<b>Total Operating Expenses Costs</b>				\$ -
<b>E.</b>	<b>TRAVEL &amp; MILEAGE</b>				
	Travel				\$ -
	Mileage				\$ -
	<b>Total Travel &amp; Mileage Costs</b>				\$ -
<b>F.</b>	<b>TRAINING &amp; STAFF SELF-CARE</b>				
	Self-Care & Training				\$ 5,000
	<b>Total Training &amp; Staff Self-Care Costs</b>				\$ 5,000
<b>G.</b>	<b>OTHER COSTS</b>				
	IT Equipment				\$ -
	Event Costs				\$ -
	Training Costs				\$ -
	Translation Services				\$ -
	<b>Total Other Costs</b>				\$ -
<b>H.</b>	<b>INDIRECT COST* (Cannot exceed 10% of personnel cost excluding Fringe Benefits)</b>				
	<b>TOTAL PROGRAM BUDGET</b>				\$ 5,000.00



**EXHIBIT 7**

EXHIBIT 7 (C-1)

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 Trauma Prevention Initiative: Hospital Violence Intervention Program Services

**PROPOSED BUDGET NARRATIVE**

Trauma Hospital Site: \_\_\_\_\_  
 Submitted by: (Complete Applicant's Name) \_\_\_\_\_  
 Period 1: July 1, 2023 - June 30, 2024

<b>A. SALARIES</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>B. EMPLOYEE BENEFITS</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>C. OPERATING EXPENSES</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>D. PROGRAM SUPPLIES</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>E. TRAVEL &amp; MILEAGE</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>F. TRAINING AND STAFF SELF CARE</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>G. OTHER COSTS</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>H. INDIRECT COST</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>I. TOTAL PROGRAM BUDGET</b>		<b>\$0.00</b>
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**EXHIBIT 7**

EXHIBIT C-2

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 TRAUMA PREVENTION INITIATIVE: HOSPITAL VIOLENCE INTERVENTION PROGRAM - [Hospital Name]

**PROPOSED ANNUAL BUDGET**

Trauma Hospital Site: \_\_\_\_\_  
 Submitted by: (Complete Applicant's Name) \_\_\_\_\_  
 Period 2: July 1, 2024 - June 30, 2025

**BUDGET**

A.	SALARIES	Monthly Salary	Percent of Time	No. of Months	Totals
	<b>Full Time Salaries</b>				
	Case Manager - TBD	\$0.00	100%	12	\$ -
	Total Full Time Salaries				\$ -
	<b>Part Time Salaries</b>				
	Project Manager - TBD	\$0.00	50%	12	\$ -
	Total Part Time Salaries				\$ -
	<b>Total Salary Costs</b>				\$ -
<b>B.</b>	<b>EMPLOYEE BENEFITS @ 26.75%</b>				
	Employee Benefits for Full Time Employees				\$ -
	Employee Benefits for Part Time Employees				\$ -
	<b>Total Employee Benefit Costs</b>				\$ -
	<b>Total Salaries &amp; Employee Benefits</b>				\$ -
<b>C.</b>	<b>OPERATING EXPENSES</b>				
	Telecommunications				\$ -
	Utilities				\$ -
	Rent/Lease				\$ -
	Office Supplies				\$ -
	Postage				\$ -
	Audit and Insurance Fees				\$ -
	<b>Total Operating Expenses Costs</b>				\$ -
<b>D.</b>	<b>PROGRAM SUPPLIES</b>				
	Office Supplies				\$ -
	Promotional Materials				\$ -
	Incentives				\$ -
	Printing and Duplication				\$ -
	<b>Total Operating Expenses Costs</b>				\$ -
<b>E.</b>	<b>TRAVEL &amp; MILEAGE</b>				
	Travel				\$ -
	Mileage				\$ -
	<b>Total Travel &amp; Mileage Costs</b>				\$ -
<b>F.</b>	<b>TRAINING &amp; STAFF SELF-CARE</b>				
	Self-Care & Training				\$ 5,000
	<b>Total Training &amp; Staff Self-Care Costs</b>				\$ 5,000
<b>G.</b>	<b>OTHER COSTS</b>				
	IT Equipment				\$ -
	Event Costs				\$ -
	Training Costs				\$ -
	Translation Services				\$ -
	<b>Total Other Costs</b>				\$ -
<b>H.</b>	<b>INDIRECT COST* (Cannot exceed 10% of personnel cost excluding Fringe Benefits)</b>				
	<b>TOTAL PROGRAM BUDGET</b>				\$ 5,000.00

**EXHIBIT 7**

**EXHIBIT 7 (C-2)**

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
Trauma Prevention Initiative: Hospital Violence Intervention Program Services**

**PROPOSED BUDGET NARRATIVE**

**Trauma Hospital Site:** \_\_\_\_\_  
**Submitted by: (Complete Applicant's Name)** \_\_\_\_\_  
**Period 2: July 1, 2024 - June 30, 2025**

<b>A. SALARIES</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>B. EMPLOYEE BENEFITS</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>C. OPERATING EXPENSES</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>D. PROGRAM SUPPLIES</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>E. TRAVEL &amp; MILEAGE</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>F. TRAINING AND STAFF SELF CARE</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>G. OTHER COSTS</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>H. INDIRECT COST</b>	<b>TOTAL BUDGET AMOUNT</b>	<b>\$ -</b>
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Write a brief narrative justification (use additional sheets as needed):

<b>I. TOTAL PROGRAM BUDGET</b>	<b>\$0.00</b>
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**EXHIBIT 7**

EXHIBIT C-3

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 TRAUMA PREVENTION INITIATIVE: HOSPITAL VIOLENCE INTERVENTION PROGRAM - [Hospital Name]

**PROPOSED ANNUAL BUDGET**

Trauma Hospital Site: \_\_\_\_\_  
 Submitted by: (Complete Applicant's Name) \_\_\_\_\_  
 Period 3: July 1, 2025 - June 30, 2026

**BUDGET**

A.	SALARIES	Monthly Salary	Percent of Time	No. of Months	Totals
	<b>Full Time Salaries</b>				
	Case Manager - TBD	\$0.00	100%	12	\$ -
	Total Full Time Salaries				\$ -
	<b>Part Time Salaries</b>				
	Project Manager - TBD	\$0.00	50%	12	\$ -
	Total Part Time Salaries				\$ -
	<b>Total Salary Costs</b>				\$ -
<b>B.</b>	<b>EMPLOYEE BENEFITS @ 26.75%</b>				
	Employee Benefits for Full Time Employees				\$ -
	Employee Benefits for Part Time Employees				\$ -
	<b>Total Employee Benefit Costs</b>				\$ -
	<b>Total Salaries &amp; Employee Benefits</b>				\$ -
<b>C.</b>	<b>OPERATING EXPENSES</b>				
	Telecommunications				\$ -
	Utilities				\$ -
	Rent/Lease				\$ -
	Office Supplies				\$ -
	Postage				\$ -
	Audit and Insurance Fees				\$ -
	<b>Total Operating Expenses Costs</b>				\$ -
<b>D.</b>	<b>PROGRAM SUPPLIES</b>				
	Office Supplies				\$ -
	Promotional Materials				\$ -
	Incentives				\$ -
	Printing and Duplication				\$ -
	<b>Total Operating Expenses Costs</b>				\$ -
<b>E.</b>	<b>TRAVEL &amp; MILEAGE</b>				
	Travel				\$ -
	Mileage				\$ -
	<b>Total Travel &amp; Mileage Costs</b>				\$ -
<b>F.</b>	<b>TRAINING &amp; STAFF SELF-CARE</b>				
	Self-Care & Training				\$ 5,000
	<b>Total Training &amp; Staff Self-Care Costs</b>				\$ 5,000
<b>G.</b>	<b>OTHER COSTS</b>				
	IT Equipment				\$ -
	Event Costs				\$ -
	Training Costs				\$ -
	Translation Services				\$ -
	<b>Total Other Costs</b>				\$ -
<b>H.</b>	<b>INDIRECT COST* (Cannot exceed 10% of personnel cost excluding Fringe Benefits)</b>				
	<b>TOTAL PROGRAM BUDGET</b>				\$ 5,000.00

**EXHIBIT 7**

EXHIBIT 7 (C-3)

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 Trauma Prevention Initiative: Hospital Violence Intervention Program Services

**PROPOSED BUDGET NARRATIVE**

Trauma Hospital Site: \_\_\_\_\_  
 Submitted by: (Complete Applicant's Name) \_\_\_\_\_  
 Period 3: July 1, 2025 - June 30, 2026

<b>A. SALARIES</b>	<b>TOTAL BUDGET AMOUNT</b>	\$ -
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Write a brief narrative justification (use additional sheets as needed):

<b>B. EMPLOYEE BENEFITS</b>	<b>TOTAL BUDGET AMOUNT</b>	\$ -
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Write a brief narrative justification (use additional sheets as needed):

<b>C. OPERATING EXPENSES</b>	<b>TOTAL BUDGET AMOUNT</b>	\$ -
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Write a brief narrative justification (use additional sheets as needed):

<b>D. PROGRAM SUPPLIES</b>	<b>TOTAL BUDGET AMOUNT</b>	\$ -
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Write a brief narrative justification (use additional sheets as needed):

<b>E. TRAVEL &amp; MILEAGE</b>	<b>TOTAL BUDGET AMOUNT</b>	\$ -
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Write a brief narrative justification (use additional sheets as needed):

<b>F. TRAINING AND STAFF SELF CARE</b>	<b>TOTAL BUDGET AMOUNT</b>	\$ -
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Write a brief narrative justification (use additional sheets as needed):

<b>G. OTHER COSTS</b>	<b>TOTAL BUDGET AMOUNT</b>	\$ -
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Write a brief narrative justification (use additional sheets as needed):

<b>H. INDIRECT COST</b>	<b>TOTAL BUDGET AMOUNT</b>	\$ -
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Write a brief narrative justification (use additional sheets as needed):

<b>I. TOTAL PROGRAM BUDGET</b>	<b>TOTAL BUDGET AMOUNT</b>	\$0.00
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**TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**

***Applicants requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

Applicant Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Applicant 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

For each area contested, Applicant must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

\_\_\_\_\_ *(Name)*

\_\_\_\_\_ *(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A 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 Exhibit J (Charitable Contributions Certification) of Appendix A.

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

#### **1. LAWS AFFECTING NONPROFITS**

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

## **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

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 D 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.**



**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
TRAUMA PREVENTION INITIATIVE:  
HOSPITAL VIOLENCE INTERVENTION PROGRAM  
RFA #2023-001**

**BUDGET PREPARATION INSTRUCTIONS**

HOSPITAL SITES	ANNUAL FUNDING AMOUNT
1. St. Francis Medical Center	\$400,000
2. Harbor UCLA Medical Center	\$250,000
3. LAC+USC Medical Center	\$250,000
4. Pomona Valley Hospital	\$150,000

**Budget Justification Instructions**

For each trauma hospital site, three (3) separate line-item budgets and corresponding budget justifications must be submitted by the applicant reflective of the 12-month budget period identified above.

Utilizing the Line-Item Budget Summary Template [Exhibit 7, C-1, C-2, and C-3], applicants must provide line-item budget(s) and brief budget justification(s), as applicable, that includes the following line-items:

- a. Full-Time and Part-Time Salaries (Applicants are advised that salaries and employee benefits provided on the budget should only include staff who will be providing services under any resultant Contract);
- b. Employee Benefits;
- c. Operating Expenses;
- d. Program Supplies;
- e. Travel & Mileage;
- f. Staff Training and Self-care;
- g. Other Costs; and
- h. Indirect Cost.

**Guidelines:**

1. Budget Justification must be feasible, clear and in line with the line-item budget and explain how each amount fiscally supports the activities in the Scope of Work;

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
TRAUMA PREVENTION INITIATIVE:  
HOSPITAL VIOLENCE INTERVENTION PROGRAM  
RFA #2023-001**

2. Include the following staff:
  - a. One (50% full-time equivalent) Project Manager who will be responsible for project oversight, liaising with the trauma hospital site, supervising and overseeing all staff and services provided, coordinating with Public Health, supervising and overseeing all staff and services provided, and preparing required administrative reports, invoices, and documents;
  - b. A minimum of one full-time equivalent Case Manager who will be responsible for coordinating with trauma hospital site to engage patients with violence-related injuries, developing rapport, conducting intake assessment, and providing case management services and provide case management services to participants.

**Budget Categories**

- A. **Salaries.** List each position by job title and identify the name of the person assigned to that position. For each position identify the job duties relating it to specific program objectives and the applicable salary for each position.
- B. **Employee Benefits.** Identify the method used to calculate the employee benefits percentage rate. List each employee benefit and its appropriate percentage rate.
- C. **Operating Expenses.** Identify and briefly describe the operating expenses necessary for the performance of the program. **Operating expenses include the following: telecommunications, utilities, rent/lease, printing & duplication, office supplies, postage, audit fees and insurance fees.** The narrative should describe how costs relate specifically to the delivery of the services and should assist your agency in meeting the scope of work objectives.
- D. **Program Supplies.** Identify and briefly describe the program supply costs necessary for the performance of the program. **Program Supplies include the following: Office Supplies, promotional materials, printing.** The narrative should describe how costs relate specifically to the delivery of the services and should assist your agency in meeting the scope of work objectives.
- E. **Travel & Mileage.** Travel pertains to in-state (other than County of Los Angeles) trips. Briefly describe all travel-related costs. Give the purpose of the trip, destination, and the title(s) of persons who will be taking the trip. Include cost calculations. **NOTE: Only employees identified in Section A of this budget will be allowed to travel. Mileage rate shall not exceed the County's prevailing reimbursement rate of \$0.585 or (58.5 cents).**
- F. **Training and Staff Self-Care:** a portion of their budget (minimum of \$5,000 annually) to support training and self-care needs identified by staff.

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
TRAUMA PREVENTION INITIATIVE:  
HOSPITAL VIOLENCE INTERVENTION PROGRAM  
RFA #2023-001**

- G. **Other Costs.** Briefly describe and justify any non-routine or onetime expenses that will be necessary for the performance of the contract. **Other Costs may include the following: Communication/IT equipment, Software, Outreach and Translation Services.** The narrative should describe how costs relate specifically to the delivery of the services and should assist your agency in meeting the scope of work objectives. Include cost calculations.
- H. **Indirect Cost (Cannot exceed 10% of personnel cost excluding Fringe Benefits).** Indirect cost or administrative overhead are costs that are incurred for a common joint purpose benefiting more than one cost objective, and not readily attributable to any particular program or service. These costs may include salaries, wages, and fringe benefits of administrative personnel whose effort benefits more than one cost objective; operational and maintenance costs that benefit more than one cost objective; and/or expenses such as rent for percentage of space occupied by administrative personnel, etc.
- I. **Total Program Budget:** (Add Total Budget Amounts for Budget Categories A – I)