



## **DEPARTMENT OF PUBLIC HEALTH**

# **INVITATION FOR BIDS (IFB) FOR EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE ANNUAL AL-IMPICS GAMES**

**IFB: #2023-005**

July 2023

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

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## 1.0 GENERAL INFORMATION

### 1.1 Purpose and Background

#### 1.1.1 Purpose

The County of Los Angeles (County), Department of Public Health (Public Health) is issuing this Invitation for Bids (IFB) to solicit bids for a contract with an organization who can provide Event Planning, Production, and Promotion services for the annual AI-Impics Games.

#### 1.1.2 Background

The federal Substance Abuse and Mental Health Services Administration (SAMHSA) identifies health and community as two major components that support ongoing substance use disorder (SUD) recovery. Health relates to overcoming and managing one's disease while making healthy choices, and community relates to establishing positive relationships and support networks. To further SUD recovery support, Public Health and its Substance Abuse Prevention and Control (SAPC) division sponsors and facilitates an annual Olympic-style SUD awareness and recovery event known as the AI-Impics, at a local Los Angeles County venue, in collaboration with its network of contracted SUD treatment providers and community-based agencies.

In this competitive sports event and banner parade, approximately 1,000 individuals who are in recovery have the opportunity to compete in athletic activities, and use their artistic abilities to design banners and choreograph routines in effort to demonstrate their determination to overcome the disease of addiction. These activities reflect their commitment to physical and mental endurance, a healthy lifestyle, and the success of recovery through SUD treatment.

The event provides a platform for other support networks consisting of diverse providers, community leaders, organizations, family members, and friends to help celebrate the recovery community and their accomplishments through healthy competition in the spirit of sobriety, achievement and recreation. Additionally, SAPC intends to expand SUD awareness in the community, and destigmatize SUD by promoting treatment resources, providing educational information, and soliciting media coverage of the event as outlined in the scopes of work.

Event planning, production, and promotion services are needed to develop and produce an annual SUD awareness and recovery sporting event, in partnership with SAPC, its network of contracted SUD treatment providers, and other community-based agencies during the month of September, which is "National

Recovery Awareness Month." This event is designed to serve as a community engagement model for all SUD treatment agencies to adopt, on a national level.

### 1.1.3 Availability of Funding

Public Health anticipates awarding one contract in an estimated amount not to exceed \$300,000, effective upon date of execution through October 31, 2024.

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

## 1.2 Overview of Solicitation Document

The following is a quick reference to the IFB sections with key information and steps of the IFB process:

Quick Reference	
Purpose and Background	Section 1.1
Bidder's Minimum Mandatory Requirements	Section 1.4
Contract Term	Section 1.6
IFB Timetable	Section 2.3
Preparation of the Bid	Section 2.7
Bid Submission	Section 2.9

**Please note that the table above is provided to assist bidders in navigating the IFB. Bidders are responsible for reviewing this entire IFB.**

This IFB is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the contract, and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders as to the proper preparation and submission of their Bid.
- **BID REVIEW AND SELECTION PROCESS:** Explains how the Bids will be reviewed and selected.
- **APPENDICES:**
  - **A - Sample Contract:** Lists the terms and conditions of the Contract.
  - **B-1 - Statement of Work:** Explains in detail the work to be performed under the Contract.

- **B-2.I and B-2.II - Scopes of Work:** Explains in detail the scope of work to be performed under the Contract.
- **C - Required Forms:** Forms contained in this section must be completed and included in the Bid.
- **D - Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Public Health requesting a Solicitation Requirements Review.
- **E - Background and Resources: California Charities Regulation:** An information sheet intended to assist Non-profit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

### 1.3 Definitions

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix B-1, Statement of Work, Paragraph 4 - Definitions.

### 1.4 Bidder's Minimum Mandatory Requirements

Interested and qualified Bidders that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix B-1, Statement of Work and in Appendix B-2.I and Appendix B-2.II, Scopes of Work of this IFB are invited to submit bids, provided they meet certain requirements.

Bidders must meet all minimum mandatory requirements set forth in this IFB document at the time of bid submission.

**NOTE: Subcontractor(s) and/or consultant(s) may not be used to meet any of the Bidder's Minimum Mandatory Requirements.**

1.4.1 Bidder must have a minimum of three years' experience within the last five years planning, producing, promoting, and sourcing venue(s) for at least two large-scale events that included over 200 participants of various ages, genders, and abilities (including those with disabilities), and where physical activity and/or sports activities were involved.

1.4.2 Bidder must have a minimum of three years' experience within the last five years recruiting and organizing volunteers, competitors, and community-based organizations and for a large-scale event that included over 200 participants.



- 1.4.3 Bidder must have a minimum of two years' experience in the last four years in one of the following: 1) planning or organizing events addressing SUD; 2) working with agencies that serve people with SUD to properly and sensitively celebrate recovery successes; or 3) providing SUD treatment services under a current Public Health SAPC contract.
- 1.4.4 Bidder must have an office location in Los Angeles County.
- 1.4.5 If a Bidders compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, 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 Bidder does not have unresolved disallowed costs.**

## 1.5 County's Rights and Responsibilities

The County has the right to amend this IFB by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to Bidders on the following websites:

County of Los Angeles Department of Public Health  
Contracts and Grants Division

<http://publichealth.lacounty.gov/cg/index.htm>

Los Angeles County – Doing Business With Us

<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

Bidders are responsible for checking 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 Bid being found non-responsive and 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.

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

**1.6 Contract Term**

The contract term will be from date of execution through October 31, 2024, unless sooner terminated or extended in whole or in part, as specified in Appendix A, Sample Contract.

The County shall have the sole option to extend the contract term for up to three additional years, for a maximum total Contract term of four years, subject to contractor performance and availability of funds. Each such option will be exercised at the sole discretion of the Director of Public Health, or designee, as authorized by the Board of Supervisors.

**1.7 Contract Rates**

Payment for all work performed under the resultant contract will be on a Cost Reimbursement basis as specified in Exhibit 3, Pricing Sheet of Appendix C, Required Forms.

**1.8 Days of Operation**

The selected contractor will be required to provide event planning, production and promotion services during the days and hours pursuant to Paragraph 6.0 of Appendix B-1, Statement of Work.

**1.9 Contact with County Personnel**

Any contact regarding this IFB or any matter relating thereto must be submitted in writing by electronic mail (e-mail) to the County Contact Person identified below:

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

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

**1.10 Final Contract Award by the Board of Supervisors**

Notwithstanding recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid best serves the interests of the County. The Board is the ultimate

decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

### 1.11 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential contractors **must register** in the County's WebVen. The WebVen contains the Bidder'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/>.

### 1.12 County Option to Reject Bids or Cancel Solicitation

The County may, at its sole discretion, reject any or all Bids submitted in response to this solicitation. In addition, the IFB process may be canceled at any time, when the Director determines in her sole discretion that a cancellation is in the best interest of the County. The County will not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any Bid. The County, in its sole discretion, may elect to waive any error or informalities in the form of a Bid, or any other disparity, if, as a whole, the Bid substantially complies with the IFB's requirements.

### 1.13 Protest Policy Review Process

1.13.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Sub-section 1.13.3 (Department Levels or Review), below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award under such solicitation as described respectively in the Section below. It is the responsibility of the Bidder 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.

1.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Bidder 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.

### 1.13.3 Department Levels of Review

Unless State or federal statutes or regulations otherwise provide, the grounds for level of review as provided under the protest policy are as follows:

- Solicitation Requirements Review (Reference Sub-paragraph 2.4 in Instructions to Bidders Paragraph)
- Disqualification Review (Reference Sub-paragraph 3.4 in Bid Review and Selection Process Section)
- Department's Proposed Contractor Selection Review (Reference Sub-paragraph 3.5 in the Bid Review and Selection Section)

## 1.14 Notice to Bidders Regarding the Public Records Act

1.14.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Bidder's bid will become a matter of public record when (1) contract negotiations are complete; (2) Public Health receives a letter from the recommended Bidder's authorized officer that the negotiated contract is the firm offer of the recommended Bidder; and (3) Public Health releases a copy of the recommended Bidder's bid 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 bids will become a matter of public record when Public Health's Bidder recommendation appears on the Board agenda.

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

1.14.2 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 bid as confidential shall not be deemed sufficient notice of exception. Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.14.3 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," Bidder 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.

### **1.15 Indemnification and Insurance**

The selected contractor is required to comply with the indemnification provisions contained in Appendix A, Sample Contract, Paragraph 11. The selected contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 13 of Appendix A, Sample Contract.

### **1.16 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Intentionally Omitted)**

### **1.17 Injury and Illness Prevention Program (IIPP) - (Intentionally Omitted)**

### **1.18 Background and Security Investigations**

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

### **1.19 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a contractor for this IFB, or any competing IFB, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidders must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 6 (Certification of Compliance), Certification of Compliance of Appendix C - Required Forms.

### **1.20 Determination of Contractor Responsibility**

1.20.1 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.

1.20.2 Bidders are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Bidder is

responsible based on a review of the Bidder'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 Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

- 1.20.3 The County may declare a Bidder to be non-responsible for purposes of this IFB and resultant contract if the Board of Supervisors, in its discretion, finds that the Bidder 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 Bidder'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.
- 1.20.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, Public Health will notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. Public Health will provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for Public Health's recommendation.
- 1.20.5 If the Bidder presents evidence in rebuttal to Public Health, then 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 Bidder resides with the Board of Supervisors.
- 1.20.6 These terms shall also apply to proposed subcontractors of Bidders on County contracts.

## 1.21 Contractor Debarment

- 1.21.1 Bidders are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar a contractor 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 years but may exceed five years or be permanent if

warranted by the circumstances, and the County may terminate any or all of the Bidder's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Bidder 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 Bidder'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.

- 1.21.2 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/>.

## **1.22 Improper Consideration**

### **1.22.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. Bidders 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 the contract.

### **1.22.2 Notification to County**

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

### **1.22.3 Form of Improper Consideration**

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



### 1.23 Notice to Bidders Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it is the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. 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 Bidder is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#). Bidders must certify compliance by completing and submitting Exhibit 6 (Certification of Compliance) of Appendix C - Required Forms.

### 1.24 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Bidders 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 the participants meet the minimum qualifications for that opening. Bidders must attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement will not be considered for contract award. Bidders must complete and return Exhibit 6 (Certification of Compliance) (Certification of Compliance) of Appendix C - Required Forms, along with their bid.

### 1.25 Jury Service Program

1.25.1 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](#)). Bidders should carefully review Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract). The Jury Service Program applies to both contractors and their subcontractors.

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



- 1.25.2 Bidders must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 6 (Certification of Compliance) of Appendix C - Required Forms. If a Bidder 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 Bidder must so indicate in Exhibit 6 (Certification of Compliance) of Appendix C - Required Forms and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Bidder's bid and related forms, the County will determine, in its sole discretion, whether the Bidder falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

## 1.26 Overview of County's Preference Programs

- 1.26.1 The County of Los Angeles has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE) Programs. 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.
- 1.26.2 The Preference Programs (LSBE, SE and DVBE) require that a business complete certification prior to requesting a preference in a solicitation. These programs, and how to obtain certification, are further explained in paragraphs 1.34, 1.36, and 1.37 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs's (DCBA) website at: <http://dcba.lacounty.gov>.
- 1.26.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed 15% in response to any County solicitation.
- 1.26.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

## 1.27 Local Small Business Enterprise (LSBE) Preference Program

- 1.27.1 The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for

solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).

- 1.27.2 The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 1.27.3 Businesses requesting the LSBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix C (Required Forms) and submit their LSBE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their Bid.

### **1.28 Social Enterprise (SE) Preference Program**

- 1.28.1 The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 1.28.2 The business must be certified by DCBA prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 1.28.3 Businesses requesting the SE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix C (Required Forms) and submit their SE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their Bid.

### **1.29 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 1.29.1 The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).
- 1.29.2 The business must be certified by DCBA prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 1.29.3 Businesses requesting the DVBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix C (Required Forms), and submit their DVBE certification approval letter from the DCBA with their Bid.

**1.30 Preference Program Enterprises (PPEs) - Prompt Payment Program**

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

**1.31 Notification to County of Pending Acquisitions/Mergers by Bidding Company**

Bidders must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If a Bidder 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 Bidders in Exhibit 2, Bidder's Organization Questionnaire/Affidavit and CBE Information of Appendix C - Required Forms. Failure of the Bidders to provide this information may eliminate their bid from any further consideration. Bidders will have a continuing obligation to notify the County and update any changes to their response in Exhibit 2, Bidder's Organization Questionnaire/Affidavit and CBE Information of Appendix C - Required Forms during this solicitation process.

**1.32 Inadvertent Access Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The selected Contractor or any of its officers, employees, or agents, will not have access to any patient medical records/patient information. Accordingly, the selected Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

1.32.1 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, the selected Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The selected Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

1.32.2 Additionally, in the event of such inadvertent access, the selected Contractor and its officers, employees, and agents, must maintain the

confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the selected Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the selected Contractor's or its officers', employees', or agents', access to patient medical records/patient information. The selected Contractor will provide appropriate training to its employees regarding their obligations as described hereinabove.

### 1.33 Bidder's Charitable Contributions Compliance

- 1.33.1 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 Regulation, Appendix E. New rules cover California public benefit corporations, unincorporated associations, and trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.33.2 All Bidders must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act, and complete the Charitable Contributions Certification, Exhibit 6 (Certification of Compliance) as set forth in Appendix C - Required Forms. Further, the selected contractor is required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.
- 1.33.3 In Exhibit 6, Bidders certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act), but will comply if they become subject to coverage of those laws during the term of a County agreement, **OR**

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

1.33.4 Bidders that do not complete Exhibit 6 as part of this 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](#)).

### **1.34 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](#)). Bidders should carefully read the pertinent provisions in Paragraphs 80 and 81 of Appendix A, Sample Contract. The Defaulted Tax Program applies to both contractors and subcontractors.

Bidders are required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 6, (Certification of Compliance) of Appendix C – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor ([County Code Chapter 2.202](#)).

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

### **1.35 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

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

1.35.2 Bidders are required to complete Exhibit 6 (Certification of Compliance) in Appendix C (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as

defined in Paragraph 32 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, the selected contractor is required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

- 1.36.1 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).
- 1.36.2 Upon contract award or at the request of the A-C and/or Public Health, the selected contractor will 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.
- 1.36.3 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.
- 1.36.4 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 Public Health, will decide whether to approve exemption requests.

**1.37 Bidder'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.

Bidders are required to complete Exhibit 6 (Certification of Compliance) in Appendix C (Required Forms), certifying that they are in full compliance with Government Code Section 12952, as indicated in the Sample Contract. Further, the selected contractor is required to comply with the requirements under Government Code Section 12952 for the term of any contract awarded pursuant to this solicitation.

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

A Bidder, or a Contractor, or its subsidiary, or Subcontractor, ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/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 Bidder/Contractor from participation in the County solicitation, or the termination or cancellation of any resultant County contract. (Los Angeles County Code Chapter 2.202).

## 2.0 INSTRUCTIONS TO BIDDERS

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

### 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 this IFB or any resultant contract.

### 2.2 Truth and Accuracy of Representations

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

### 2.3 IFB Timetable

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

- Release of IFB..... **07/05/2023**
- Written Questions Due by 3:00 PM ..... **07/10/2023**
- Request for a Solicitation Requirements Review Due by 3:00 PM... **07/10/2023**
- Questions and Answers Released ..... **07/13/2023**
- **Bids due by 3:00 PM** ..... **07/20/2023**

All times listed above and throughout this IFB are in Pacific Time (PT).

### 2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D - Solicitation Requirements Review (SRR Request) to Public Health. A request for a Solicitation Requirements Review may be denied, at Public Health's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the timeframe identified in the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying ability of the person or entity to submit a bid;
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 Bidder.

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

## 2.5 Bidders' Questions

- 2.5.1 Bidders may submit written questions regarding this IFB by e-mail with a subject line of "IFB #2013-005 Bidders' Questions" by the deadline specified in Section 2.3, IFB Timetable, to the contact person identified in IFB Section 1.9, Contact with County Personnel.
- 2.5.2 All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to this IFB. When submitting questions, please specify the IFB section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the IFB. County reserves the right to group similar questions when providing answers.
- 2.5.3 Questions may address concerns that the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in the County not receiving the best possible responses from Bidders.

## 2.6 Bidders' Conference

A Bidders' Conference will not be conducted for this IFB. Bidders may submit questions regarding this IFB as described in Section 2.5, Bidder's Questions.

## 2.7 Preparation of the Bid

Only one Bid may be submitted per Bidder. All Bids must be unbound and submitted in the prescribed format. Any Bid that deviates from this format may be rejected as non-responsive without review, at the County's sole discretion.

## 2.8 Bid Format

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

- Bid Cover Letter

- Table of Contents
- Bidder's Qualifications (Section A)
  - Bidder's Organization Questionnaire/Affidavit and CBE Information (Section A.1)
  - Bidder's Affidavit of Adherence to Minimum Mandatory Requirements (Section A.2)
  - Financial Capability (Section A.3)
  - Bidder's Pending Litigation and Judgements (Section A.4)
- Pricing Sheet – Schedule of Projected Costs (Section B)
- Required Forms (Section C)
- Proof of Insurability (Section D)
- Acceptance of Terms and Conditions (Section E)

### 2.8.1 Bid Cover Letter

Bidders must include one Bid Cover Letter. The Bid Cover Letter must be on agency letterhead and addressed to:

Blanca Flores, Contract Analyst  
County of Los Angeles, Department of Public Health  
Contracts and Grants Division  
5555 Ferguson Drive, 2<sup>nd</sup> Floor, Suite 210  
Commerce, California 90022

The Bid Cover Letter must include the following:

- a. A statement that the bid is submitted in response to the **“Event Planning, Production, And Promotion Services for the Annual Al-Impics Games, IFB: #2023-005.”**
- b. The annual bid amount.
- c. A statement indicating whether or not the Bidder intends to use subcontractor(s)/consultant(s) for the provision of services. If a Bidder will utilize subcontractor(s)/consultant(s) to perform any services, the Bidder must identify each proposed subcontractor(s)/consultant(s).
- d. A statement that the Bidder will bear sole and complete responsibility for all work as outlined in Appendix A (Sample Contract) and as defined in Appendix B-1 (Statement of Work) and in Appendix B-2.I and Appendix B-2.II (Scopes of Work).

- e. The name, telephone number, and e-mail address of the Bidder's representative/contact person for the bid.
- f. Signature of the agency's Executive Director, Chief Executive Officer, or other authorized designee with a statement that the designee is authorized to bind the Bidder in a contract.

**Do not include any additional information in the Bid Cover Letter.**

### **2.8.2 Table of Contents**

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

### **2.8.3 Bidder's Qualifications (Section A)**

Demonstrate that the Bidder's organization has the experience to perform the required services. The following sections must be included:

#### **A. Bidder's Organization Questionnaire/Affidavit and CBE Information (Section A.1)**

Bidder must complete, sign, and date the Bidder's Organization Questionnaire/Affidavit and CBE Information– Exhibit 2 as set forth in Appendix C. **The person signing the form must be authorized to sign on behalf of the Bidder and to bind the Bidder in a contract.**

Taking into account the structure of the Bidder's organization, if the Bidder's organization does not fit into one of these categories, upon receipt of the Bid or at some later time, the County may, in its discretion, request additional documentation regarding the Bidder's business organization and authority of individuals to sign contracts.

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

#### **Required Support Documents:**

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

Bidder must submit the following documentation with the Bid:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

**Limited Partnership:**

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

**B. Bidder's Affidavit of Adherence to Minimum Mandatory Requirements (Section A.2)**

Bidder must demonstrate that it has the ability to satisfy each of the Bidder's Minimum Mandatory Requirements as outlined in IFB Section 1.4, and has the capability to perform the required services, as outlined in Appendix B-1, Statement of Work and in Appendix B-2.I and Appendix B-2.II, Scopes of Work by completing Exhibit 7, Bidder's Affidavit of Adherence to Minimum Mandatory Requirements.

**C. Financial Capability (Section A.3)**

Provide copies of the company's annual financial statements issued for the last three years. Financial statements should reflect the financial strength and capability of the company in the provision of required services throughout the term of any resultant contract, as well as evidence of the Company's capability to absorb all costs related to the provision of services for a minimum of 60 days during any resultant contract.

The following accounts must be included in the company's financial statements:

Balance Sheet Accounts

1. Current Assets
  - a. Cash
  - b. Short Term Investments\*
  - c. Accounts Receivable \*
2. Current Liabilities
3. Total Assets
4. Total Liabilities

5. Owner's/Shareholder's Equity

Income Statement Accounts

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

\*may be excluded if they do not apply to the organization's operations.

Depending on the nature of the entity (i.e., for-profit, non-profit, governmental), the title of financial statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statements are available, or Single Audit Reports are otherwise required, these should be submitted to meet this requirement.

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

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

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

Bidder must complete and submit Exhibit 8, Bidder's Pending Litigation and/or Judgments of Appendix C, Required Forms, and identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five years. Bidder shall provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder. If there are no pending litigations and/or judgments, Bidder shall indicate so by checking the box on the form.

**2.8.4 Pricing Sheet (Section B)**

Bidder shall complete and submit the following form as provided in Appendix C - Required Forms:

- Pricing Sheet:
  - Exhibit 3 –Pricing Sheet
- Request for Preference Consideration – Exhibit 4 (Note: Bidder must attach its DCBA certification, if applicable with this Exhibit.)
- Certification of Independent Price Determination and Acknowledgement of IFB Restrictions – Exhibit 5

### **2.8.5 Required Forms (Section C)**

Include the following business forms as provided in Appendix C – Required Forms. Complete, sign, and date all forms listed below.

Exhibit 1 Invitation for Bids (IFB) Checklist

Exhibit 6 Certification of Compliance

### **2.8.6 Proof of Insurability (Section D)**

Bidder must provide proof of insurability that meets all insurance requirements set forth in Paragraph 11, Indemnification; 12, General Provisions for All Insurance Coverages; and 13, Insurance Coverage Requirements of Appendix A – Sample Contract.

If Bidder does not currently have the required coverage, Bidder may submit a letter with its Bid from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a contract.

### **2.8.7 Acceptance of Terms and Conditions (Section E)**

Bidder understands and agrees that submission of a Bid and Exhibit 9, Acceptance of Terms and Conditions Affirmation Form, Appendix C – Required Forms, constitutes an acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of this IFB, any applicable addenda, and the Sample Contract. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

## **2.9 Bid Submission**

It is the sole responsibility of the submitting Bidder to ensure that its bid is received before the submission deadline. Bids are due by 3:00 p.m., Pacific Time, on or before the date specified in Section 2.3, IFB Timetable, by e-mail transmission to the person identified in this IFB, Section 1.9, Contact with County Personnel. No hard copies delivered in person or facsimile (faxed) responses will be accepted.

Multiple emails of various file types (e.g., zip, PDF, Excel) will be accepted. Submitting bidder bears all risks associated with delays in delivery by another person or entity, or electronic mail.

- 2.9.1 Bidder must submit one copy of the bid in response to this IFB in the format prescribed herein and clearly marked "**Bid Submission for Event Planning, Production, And Promotion Services for the Annual Al-Impics Games, IFB: #2023-005**" in the subject line of the e-mail transmission.
- 2.9.2 All bids must be submitted in the prescribed format and order. Any bid that deviates from this format may be rejected without review at the Director of Public Health's sole discretion.
- 2.9.3 At the Director's sole discretion, late bids received after the due date may be considered, in the order received, if a determination is made that there is a specific unmet need.

**3.0 BID REVIEW AND SELECTION PROCESS**

**3.1 Review Process**

- 3.1.1 Bids will be examined to determine the lowest price. Should one or more Bidders request and be granted the Local Small Business Enterprise Preference, Social Enterprise Preference, or Disabled Veteran Business Enterprise Preference, the lowest bid price will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all bidders who requested and were granted the preference.

In no case shall any preference be combined to exceed 15% of the lowest responsible bid meeting specifications.

- 3.1.2 The lowest price bid will be reviewed to determine whether it is responsive and responsible. The following steps will be performed until it is determined which is the lowest price, and most responsive and responsible bid.

**3.2 Lowest Equal Bid Price**

The objective of this IFB is to identify the lowest cost most responsive and responsible bid. In instances where more than one bid submitted was the lowest price and most responsive and responsible bid (“lowest equal bid price”), the County reserves the right to consider an additional selection process in which, the bidders with the lowest equal bid price will be offered the opportunity to adjust and resubmit their Pricing Sheet to reflect an adjusted bid price to the County for further consideration. Public Health will select the lowest cost responsive bid to be recommended for a contract.

**3.3 Bid Review**

**3.3.1 Bidder’s Qualifications (Section A)**

1. Adherence to Minimum Mandatory Requirements: County will review the Bidder’s Affidavit of Adherence to Minimum Mandatory Requirements – Exhibit 7, Required Forms and any required supporting documents to determine if the Bidder has established that it meets the minimum requirements as outlined in Section 1.4, Bidder’s Minimum Mandatory Requirements, of this IFB.

Failure of the Bidder to comply with the minimum requirements may eliminate its bid from any further consideration.



2. Financial Capability: Subject matter experts will evaluate and make a recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant contract, as well as evidence of the company's capability to absorb all costs related to the provision of services for a minimum of 60 days during any resultant contract.

Financial statements that do not demonstrate financial strength or meet the 60-day requirement may result in a requirement that Bidder provide a performance security prior to Public Health making recommendations to the Board regarding the award of a contract.

3. County's Contractor Alert Reporting Database (CARD): The review will include searching the Contractor Alert Reporting Database (CARD) for past performance history on County or other contracts. The County may, at its sole discretion, disqualify Bidder from further consideration.

### **3.3.2 Required Forms (Section C)**

Forms listed in Section 2.0, Sub-paragraph 2.8.5 must be included in Section C of the Bid as indicated and will be evaluated to ensure submission and completeness. Any missing forms may be grounds for disqualification.

### **3.3.3 Proof of Insurability (Section D)**

A review of Bidder submission of proof of insurability as provided in Section D of the Bid will be conducted to ensure Bidder's proof of insurability meets all insurance requirements set forth in Appendix A (Sample Contract) or if Bidder's letter from a qualified insurance carrier indicates a willingness to provide the required coverage should the Bidder be awarded a Contract. Failure to comply with this requirement may lead to disqualification from further consideration.

### **3.3.4 Acceptance of Terms and Conditions (Section E)**

Bidder understands and agrees that submission of a Bid and Exhibit 16, Acceptance of Terms and Conditions Affirmation Form, Appendix C – Required Forms, constitutes an acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of this IFB, any applicable addenda, and the Sample Contract. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

### **3.4 Disqualification Review**

A bid may be disqualified from consideration because Public Health determined it was a non-responsive bid at any time during the review/evaluation process. If Public Health determines that a Bid was disqualified due to non-responsiveness, Public Health will notify the Bidder in writing via e-mail.

Upon receipt of the written determination of non-responsiveness, the Bidder 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 shall be completed and the determination shall be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

Bidders can also be disqualified under Paragraph 1.21 (Determination of Bidder Responsibility).

### **3.5 Department's Proposed Contractor Selection Review**

#### **3.5.1 Proposed Contractor Selection Review**

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

A request for a Proposed Contractor Selection 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 Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Health);

2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. Public Health materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the bid format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. Public Health made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.
  - c. Another basis for review as provided by State or federal law; and
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Health's alleged failure, the Bidder would have been the lowest cost, responsive and responsible bid or the highest-scored bid, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Health representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review (see Section 3.6 below).

### **3.6 County Independent Review Process**

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

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

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH      BID REVIEW AND SELECTION PROCESS**

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1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by Public Health); and
2. The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Section 3.5.1 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, the Internal Services Department will forward the report to Public Health, which will provide a copy to the Bidder.

# APPENDIX A – SAMPLE CONTRACT

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**EVENT PLANNING, PRODUCTION, AND PROMOTION  
SERVICES FOR THE 2023 ANNUAL AL-IMPICS GAMES**



18E. Data Destruction .....	XX
18F. Child/Elder Abuse/Fraud Report.....	XX
19. Conflict of Terms .....	XX
20. Contractor's Offices.....	XX
21. Notices .....	XX

**ADDITIONAL PROVISIONS (AP)**

22. Administration of Contract.....	XX
23. Assignment and Delegation/Mergers or Acquisitions .....	XX
24. Authorization Warranty.....	XX
25. Budget Reduction.....	XX
26. Contractor Budget and Expenditures Reduction Flexibility.....	XX
27. Complaints.....	XX
28. Compliance with Applicable Law .....	XX
29. Compliance with Civil Rights Law .....	XX
30. Compliance with the County's Jury Service Program.....	XX
31. Compliance with County's Zero Tolerance Policy on Human Trafficking .....	XX
32. Compliance with Fair Chance Employment Practices .....	XX
33. Compliance with the County's Policy of Equity.....	XX
34. Conflict of Interest .....	XX
35. Consideration of Hiring Gain/Grow Participants .....	XX
36. Contractor Responsibility and Debarment.....	XX
37. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	XX
38. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	XX
39. County's Quality Assurance Plan .....	XX
40. Service Delivery Site – Maintenance Standards .....	XX
41. Rules and Regulations .....	XX
42. Damage to County Facilities, Buildings or Grounds .....	XX
43. Employment Eligibility Verification.....	XX
44. Default Method of Payment: Direct Deposit or Electronic Funds transfer.....	XX

45. Counterparts Electronic Signatures and Representations.....	XX
46. Fair Labor Standards.....	XX
47. Fiscal Disclosure .....	XX
48. Force Majeure.....	XX
49. Governing Law, Jurisdiction, and Venue.....	XX
50. Health Insurance Portability and Accountability Act of 1996 (HIPAA) .....	XX
51. Independent Contractor Status .....	XX
52. Licenses, Permits, Registrations, Accreditations, Certificates.....	XX
53. Nondiscrimination and Affirmative Action.....	XX
54. Non-Exclusivity.....	XX
55. Notice of Delays .....	XX
56. Notice of Disputes .....	XX
57. Notice to Employees Regarding the Federal Earned Income Credit.....	XX
58. Notice to Employees Regarding the Safely Surrendered Baby Law .....	XX
59. Prohibition Against Inducement or Persuasion.....	XX
60. Prohibition Against Performance of Services While Under the Influence .....	XX
61. Public Records Act.....	XX
62. Purchases.....	XX
63. Real Property and Business Ownership Disclosure .....	XX
64. Reports.....	XX
65. Recycled Content Bond Paper .....	XX
66. Prohibition from Participation in Future Solicitations .....	XX
67. Staffing and Training/Staff Development.....	XX
68. Subcontracting .....	XX
69. Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program .....	XX
70. Termination for Convenience .....	XX
71. Termination for Default.....	XX
72. Termination for Improper Consideration.....	XX
73. Termination for Insolvency .....	XX
74. Termination for Non-Appropriation of Funds .....	XX



75. No Intent to Create a Third Party Beneficiary Contract .....	XX
76. Time Off for Voting .....	XX
77. Validity.....	XX
78. Waiver.....	XX
79. Warranty Against Contingent Fees .....	XX
80. Warranty of Compliance with County’s Defaulted Property Tax Reduction Program .....	XX
81. Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	XX
82. Injury and Illness Prevention Program.....	XX

**STANDARD EXHIBITS**

- Exhibit A – Statement(s) of Work
- Exhibit B-I and B-II – Scopes of Work
- Exhibit C-I and C-II – Budgets
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Inadvertent Access to Protected Health Information
- Exhibit G – Safely Surrendered Baby Law
- Exhibit H – IRS Notice 1015

**UNIQUE EXHIBITS**

- Exhibit I – Charitable Contributions Certification

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

**DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES  
FOR THE 2023 ANNUAL AL-IMPICS GAMES**

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 (date), the Board delegated authority to 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 event planning, production, and promotion services; 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, it is the intent of the parties hereto to enter into this Contract to provide event planning, production, and promotion services for the annual AI-Impics Games 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

WHEREAS, County has been allocated funds from State Realignment funds, of which a portion has been designated to this Contract.

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-I, B-II, C-I, C-II, 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 shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work - (Not included in this sample contract)
- Exhibit B-I and B-II – Scopes of Work - (Not included in this sample contract)
- Exhibit C-I and C-II – Budget(s) - (Not included in this sample contract)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Inadvertent Access to Protected Health Information
- Exhibit G – Safely Surrendered Baby Law
- Exhibit H – IRS Notice 1015

## Unique Exhibits

### Exhibit I – Charitable Contributions Certification

#### 2. DEFINITIONS:

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

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

#### 3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibits A (Statement of Work) and B-I and B-II (Scopes of Work).

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

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

4. TERM OF CONTRACT:

The term of this Contract shall be effective [date] and shall continue in full force and effect through [date], unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify Public Health's Substance Abuse Prevention and Control Division (SAPC) when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to SAPC at the address herein provided under the NOTICES paragraph.

5. MAXIMUM OBLIGATION OF COUNTY:

A.1 For the period of date of execution through October 31, 2023, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fifty Thousand (\$150,000), as set forth in Exhibit C-I.

A.2 For the period of November 1, 2023 through October 31, 2024, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fifty Thousand (\$150,000), as set forth in Exhibit C-II.

B. Contractor is not 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 Contractor's duties, responsibilities, or obligations, or performance of same by 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, must not occur except with the County's express prior written approval.

C. Contractor must maintain a system of record keeping that will allow it to determine when it has incurred 75% of the total maximum obligation under this Contract. Upon occurrence of this event, 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: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should 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 Contractor. This provision will survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits A and/or B-I and B-II and in accordance with Exhibits C-I and C-II.

B. Contractor shall invoice the County monthly in arrears. All invoices shall include a financial invoice and all required reports and/or data as indicated in Exhibits B-I and B-II, Scopes of Work, or as otherwise directed by the County.

All invoices shall clearly reflect all required information as specified on forms provided by the 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 by the 10<sup>th</sup> day 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 and will make payment in accordance to the Budget(s) attached hereto.

D. Invoices must be submitted directly to:

County of Los Angeles - Department of Public Health  
Substance Abuse Prevention and Control - Finance Division  
1000 South Fremont Avenue  
Building A-9 East, 3<sup>rd</sup> Floor, Mailbox 34  
Alhambra, California 91803

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

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

The primary objective of the annual cost report is 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 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 this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

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

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set



forth in this Contract. This withholding may be invoked for the current month and any succeeding month(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 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 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 10% above or below each period's annual base maximum obligation; and 2) make modifications to or within budget categories within each budget, as reflected in Exhibits C-I and C-II 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 will be effective upon amendment execution. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an 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 Exhibits C-I and C-II, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

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

8. ALTERATION OF TERMS/AMENDMENTS:

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

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law, or regulation. To implement such changes, an amendment shall 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, an increase or decrease in funding up to 10% above or below each period's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, and

revise the Scopes of Work or Statement of Work, as necessary, an amendment shall be prepared by Director and executed by the Contractor and Director and shall 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 Exhibits C-I and C-II, and corresponding adjustment of the scopes of work tasks and/or activities, and/or correction of errors in the Contract's terms and conditions, a written Change Notice will be prepared by the Director and signed by the Contractor. 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 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 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 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 will 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 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") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County and its Agents have 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 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), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles – Department of Public Health  
Substance Abuse Prevention and Control



Contracts and Compliance Section  
1000 South Fremont Avenue  
Building A-9 East, 3<sup>rd</sup> Floor, Mailbox 34  
Alhambra, California 91803

and

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 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 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 10 days in advance of cancellation for non-payment of premium and 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 this 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 this 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 rating of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Must 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 must 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. 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 shall pay full compensation for all costs incurred by County.

I. Subcontractor Insurance Coverage Requirements: Contractor must include any subcontractors as insureds under Contractor's own policies, or must provide County with each subcontractor's separate evidence of insurance

coverage. Contractor will 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 (SIR): Contractor's policies will 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 will maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

L. Application of Excess Liability Coverage: Contractor 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's 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:	\$4 Million
Products/Completed Operations Aggregate:	\$2 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 will 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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice must be provided to the County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$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.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 Million per claim and \$3 Million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Contract's expiration, termination, or cancellation.

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, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

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

D. During the term of this Contract and for 10 years thereafter, Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

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



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

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

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

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of 10 years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records shall be accessible as detailed in the subsequent applicable sub-paragraphs.

B. Financial Records: Contractor shall 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:

[AC Contract Accounting and Administration Handbook - June 2021  
\(lacounty.gov\)](https://lacounty.gov)

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

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services.

Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

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

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location within Los Angeles County during the

term of this Contract and for a minimum period of 10 years following expiration or earlier termination of this Contract, or until federal, State, and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within 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, Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees 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 service and financial records referred to hereinabove.

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

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with 2 CFR 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 days after receipt of the auditor's report(s) or nine 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 shall be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County 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 years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives.

Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 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 shall 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 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 30 calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(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 shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

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

(3) If within 30 calendar days of termination of this Contract, 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 shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

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

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

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will 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" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit I, 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. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either contract termination or debarment proceedings, or both (County Code Chapter 2.202).

18B. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM:

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

B. Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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

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

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

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

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

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

18C. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

B. Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

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

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

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

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

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

**18D. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM:**

A. This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

B. Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld

information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:

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

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

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

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

18E. DATA DESTRUCTION:

A. If Contractor maintains, processes or stores the County of Los Angeles' ("County") data and/or information, implied or expressed, 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>).

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.

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 shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at \_\_\_\_\_ . Contractor's business telephone number is (\_\_\_\_) \_\_\_\_\_, facsimile (FAX) number is (\_\_\_\_) \_\_\_\_\_, and e-mail address is \_\_\_\_\_ . Contractor shall notify County in writing of any changes made to its 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 10 calendar days prior to the effective date(s) thereof.

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

A. Notices to County shall be addressed as follows:

(1) Department of Public Health  
Substance Abuse Prevention and Control  
Contract and Compliance Division  
1000 S. Fremont Avenue  
Building A-9 East, 3<sup>rd</sup> Floor, Mailbox 34  
Alhambra, California 91803

Attention: Director

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

Attention: Director



B. Notices to Contractor shall be addressed as follows:

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

22. ADMINISTRATION OF CONTRACT:

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

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, 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 this Contract, the County may receive subsequent criminal information. If this subsequent information constitutes a job nexus, Contractor shall immediately remove staff from performing services under this Contract and replace such staff within 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. Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If 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. 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 shall be null and void. For purposes of this paragraph, County consent requires a written amendment to this 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 Contractor may have against the County.
- C. Any assumption, assignment, delegation, or takeover of any of 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 this 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 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 of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTION: 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 Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. 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 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: Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

- A. Within 30 business days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.
- B. The policy shall include, but not be limited to, when and how new clients, as well as current and recurring clients, are to be informed of the procedures to file a complaint.
- C. The client and/or his/her authorized representative shall receive a copy of the procedure.
- D. The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- E. If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within 30 business days for County approval.
- F. If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.

- G. Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- I. Copies of all written responses must be sent to the County's Project Manager within three 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.
- 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. Any legal defense pursuant to

Contractor's indemnification obligations under this 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 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: 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.

Additionally, Contractor certifies to the County:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

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

4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Contractor shall comply with Exhibit D – Contractor's EEO Certification.

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.

(4) 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 Contractor or member of Contractor's staff be removed immediately from

performing services under this 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 any subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this 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, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of 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. 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@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: Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.
- C. Non-Responsible Contractor: The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a

lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- D. Contractor Hearing Board: If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. 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 years, that contractor may after the debarment has been in effect for at least five 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 years; (2) the debarment has been in effect for at least five 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 Contractors: These terms will also apply to subcontractors of County contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT

TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractor(s), if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available 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. 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 Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and 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 shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

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

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

- A. Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or Contractor's employees or agents. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- B. If 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 Contractor by cash payment upon demand.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

- A. 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. 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), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

B. 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 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.

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 AND 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 or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on amendments prepared pursuant to the ALTERATIONS OF TERMS/AMENDMENTS Paragraph of this Contract 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: 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 Contractor's employees for which the County may be found jointly or solely liable.

47. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within 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 shall promptly notify Director in writing, detailing such changes.

48. FORCE MAJEURE:

- A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- B. Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable 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 subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

49. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract is governed by, and construed in accordance with, the laws of the State of California. 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): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

- A. Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to



patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

- B. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

51. INDEPENDENT CONTRACTOR STATUS:

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

of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- B. 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 Contractor.
- C. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. 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 Contractor pursuant to this Contract.
- D. Contractor must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

52. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor will 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 will 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 will 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 certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- B. Contractor certifies to the County each of the following:
  - 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
  - 2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
  - 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

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.

C. Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

E. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.

- F. Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph (Nondiscrimination and Affirmative Action) when so requested by the County.
- G. If the County finds that any provisions of this Paragraph (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- H. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671

as liquidated damages in lieu of terminating or suspending this Contract.

54. NON-EXCLUSIVITY: Nothing herein is intended nor will be construed as creating any exclusive arrangement with 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 shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

56. NOTICE OF DISPUTES: Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and 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: Contractor must notify its employees, and will require any subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Exhibit H, 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. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: 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 will ensure that no employee 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 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 the California Government Code Section 7921.000 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," 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 shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all equipment, materials, and supplies as detailed in Exhibit B-I and Exhibit B-II, Scopes of Work. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.



- B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all equipment, materials, and supplies purchased or obtained by Contractor using any County 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 30 calendar days of filing, County shall have the right to take immediate possession of all such equipment, materials, and supplies, without any claim for reimbursement whatsoever on the Contractor's part. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.
- C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all equipment, materials, and supplies purchased or obtained using any County funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and

supplies, purchased or obtained using any County funds designated for such purpose.

- D. Protection of Property in Contractor's Custody: Contractor must maintain vigilance and take all reasonable precautions, to protect all equipment, materials, and supplies purchased or obtained using any County 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 shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all equipment, materials, and supplies purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

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 shall prepare and submit to Director within 10 calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:
1. The location by street address and city of any such real property.
  2. The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
  3. A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or

sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

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

by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

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

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

64. REPORTS: Contractor shall make reports, as detailed in Exhibit B and otherwise 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 30 calendar days' prior written notification thereof. Director's notification shall provide

Contractor with a written explanation of the procedures for reporting the information required.

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

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title,

professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor 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 shall be provided for treatment, administrative, and support personnel. Such activities must be planned and scheduled in advance, and 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 shall include:

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

2. A detailed description of the services to be provided by the subcontract.
3. The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
4. A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
5. Any other information and/or certification(s) requested by Director.

B. Director will review Contractor's request to subcontract and 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 may not bind nor purport to bind County. The making of subcontracts hereunder does 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 must 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 is 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 is provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not 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 does 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 must 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 is subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor 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 any services are to be performed under the subcontract.

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

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

J. Contractor will 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 Contractor employees.

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

69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled 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, Contractor's failure to cure such default within 90

calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to the Paragraph entitled TERMINATION FOR DEFAULT herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

70. TERMINATION FOR CONVENIENCE: This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effected by Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 days after the notice is sent.

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

- A. Stop work 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 work as would not have been terminated by such Notice of Termination.

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

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within 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 the Paragraph hereinabove 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, 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 of 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: The County may terminate this Contract forthwith 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 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

B. The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of a general assignment for the benefit of creditors.

The rights and remedies of the 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.

74. TERMINATION FOR NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder, or by any provision of this Contract during any of the County's future fiscal years, unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract

shall terminate as of June 30<sup>th</sup>, of the last fiscal year for which funds were appropriated. The County will notify 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 shall acquire any rights as a third party beneficiary under this Contract.

76. TIME OFF FOR VOTING: 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 10 days before every Statewide election, Contractor and any 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 Elections Code 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



Paragraph 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. 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 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 the Paragraph entitled 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 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.202.

82. INJURY AND ILLNESS PREVENTION PROGRAM:

Contractor is 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  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Contracts and Grants Division Management

#0XXXX

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

---

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

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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)**

**INADVERTENT ACCESS**

Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

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

Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

# 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.

IRS NOTICE 1015

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2017)

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

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**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

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

**Note:** You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

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

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

**How Do My Employees Claim the EIC?**

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2017)  
Cat. No. 205991

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

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

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

**OR**

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

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Signature

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Date

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Name and Title of Signer (please print)

# APPENDIX B-1

## STATEMENT OF WORK

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# APPENDIX B-1

## STATEMENT OF WORK

### 1.0 BACKGROUND

The federal Substance Abuse and Mental Health Services Administration (SAMHSA) identifies health and community as two major components that support ongoing Substance Use Disorder (SUD) recovery. Health relates to overcoming and managing one's disease while making healthy choices, and community relates to establishing positive relationships and support networks. In agreement with these findings, the County of Los Angeles (County) Department of Public Health, Substance Abuse Prevention and Control (SAPC) sponsors and facilitates an annual SUD awareness and recovery, Olympics-style, sports event known as the AI-Impics. These venues have historically been held at local Los Angeles County venues.

Planning and implementation for the AI-Impics occurs in collaboration with SAPC's Network of contracted SUD treatment providers and community-based agencies. In this competitive sports event and banner parade, approximately one thousand (1,000) individuals who are in recovery have the opportunity to compete in athletic activities, use their artistic capacities to design banners, and choreograph routines; all in efforts to demonstrate their determination to overcome the disease of addiction. These activities reflect their commitment to physical and mental endurance, a healthy lifestyle, and the success of recovery through SUD treatment.

The event provides a platform for other support networks consisting of diverse providers, community leaders, organizations, family members, and friends to help celebrate the recovery community and their accomplishments through healthy competition in the spirit of sobriety achievement and recreation. Additionally, SAPC intends to expand SUD awareness in the community and de-stigmatize SUD by promoting treatment resources, providing educational information, and soliciting media coverage of the event as outlined in the scope of work.

Event planning, production, and promotion services are needed to develop and produce an annual SUD awareness and recovery sporting event, in partnership with SAPC, its network of contracted SUD treatment providers, and other community-based agencies during the month of September, which is "National Recovery Awareness Month." This event is designed to serve as a community engagement model, with the intention that all SUD treatment agencies will adopt this model on a national level.

## 2.0 QUALITY CONTROL

The Contractor shall 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 shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 2.1 Method of monitoring to ensure that Contract requirements are being met;
- 2.2 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, shall be provided to the County upon request.

## 3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 39, Quality Assurance Plan.

### 3.1 Bi-Weekly Meetings

Contractor is required to participate in scheduled bi-weekly meetings, (in-person or remotely, as determined by SAPC), with SAPC representative to discuss status of deliverables.

### 3.2 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.

## 4.0 DEFINITIONS

- 4.1 **Contractor's Project Manager:** The Contractor's designee serving as a point of contact for the County who has full authority to act for Contractor on all matters related to daily operations of the Contract.
- 4.2 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 4.3 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. Responsible for

managing inspection of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.

4.4 **Day(s):** Calendar day(s) unless otherwise specified.

## **5.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **5.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 22.0 Administration of Contract - County. Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alteration of Terms/Amendments of the Contract.

### **CONTRACTOR**

#### **5.2 Project Manager**

5.2.1 Project Manager shall act as a central point of contact with the County.

5.2.2 Project Manager shall have two (2) years of experience planning and implementing large scale events and working with volunteers, community and local government leaders, contracted vendors, media, and other public relations entities.

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

#### **5.3 Staffing**

5.3.1 Contractor shall assign a sufficient number of employees to perform the required work.

5.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph D, Background and Security Investigations of the Paragraph 22, Administration of Contract, of the Contract.

#### **5.4 Contractor's Office**

Contractor shall maintain an office in Los Angeles County with a telephone, and a computer or tablet, with internet access, in the company's name where Contractor conducts business. The office shall be staffed during the hours of 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to service requests, inquiries and complaints which may be received about the Contractor's service performance under said Contract.

#### **5.5 Approval of Contractor's Staff and Subcontractors**

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

5.5.2 Contractor and/or subcontractor shall remove and replace personnel performing services under this Contract within fifteen (15) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

5.5.3 County has the absolute right to approve or disapprove all of Contractor's subcontractor(s) or consultant(s) performing work hereunder and any proposed changes in subcontractor(s).

5.5.4 Contractor shall obtain approval of County Project Director or designee prior to signing any subcontractor(s) or consultant(s) agreement and shall give County Project Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

#### **5.6 Materials and Equipment**

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



## **5.7 Training**

All employees, subcontractors, and volunteers shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked for safety. All employees must wear safety and protective gear according to OSHA standards.

## **6.0 HOURS/DAY OF WORK**

The Project Manager will be available via telephone, at minimum, 9:00 am to 6:00 pm, Monday through Friday, and in person the day of event, for the duration of the event, including set-up and break-down. Project Manager will respond to inquiries within six (6) hours or the next business day. County will provide a list of County-recognized holidays.

## **7.0 SPECIFIC SERVICES TO BE PROVIDED**

- 7.1 Contractor shall plan, produce, promote, and implement the AI-Impics event. This is primarily a competitive sports event, banner parade, and awareness event for people in recovery from substance use disorder. The event should be implemented in such a way that provides a platform for other support networks consisting of diverse providers, community leaders, organizations, family members, and friends to help celebrate the recovery community and their accomplishments through healthy competition in the spirit of sobriety achievement and recreation.
- 7.2 Contractor shall conduct event planning, participant/volunteer recruiting, production, and promotion services to develop and produce an annual SUD awareness and recovery sporting event.
- 7.3 Contractor shall implement the specified objectives, including but not limited to those outlined in Appendices B-2.I and B-2.II, Scopes of Work.
- 7.4 Contractor must include as a final phase "Event Closure" and include the following: final invoice, final project status, and complete final report as requested by SAPC.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
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OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p><b>1. Strategic Planning and Communications</b></p> <p>1.1 Assign a dedicated Project Manager experienced in planning and implementing large scale events and working with volunteers, community and local government leaders, contracted vendors, media, and other public relations entities to act as the central point of contact with the Department of Public Health (Public Health) Division of Substance Abuse Prevention and Control (SAPC).</p> <p>1.2 Ensure Project Manager's event planning commitment and availability to SAPC at a minimum of 40 hours per week.</p> <p>1.3 Schedule and conduct bi-weekly status meetings (remotely, or in-person, depending on the project necessity), with SAPC staff, separate from the monthly planning committee meeting.</p>	<p>Submit written correspondence reflecting the Project Managers contact information, weekday work hours and a calendar reflecting weekly status meetings with SAPC.</p>	<p>Seven days after Contract execution</p>
<p>1.4 Solicit, procure and subcontract services with at least one SAPC contracted provider who shall serve as the subject matter expert and ensure community engagement, sensitivity and inclusivity. NOTE: This requirement only applies if contractor DOES NOT have a current contract with SAPC to provide/treatment services.</p>		

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OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>Subcontractor should actively assist with:</p> <ul style="list-style-type: none"> <li>• coordination of the Al-Impics planning committee,</li> </ul> <p>coordination of communication and recruitment of SAPC's Network Providers</p> <ul style="list-style-type: none"> <li>• event-planning</li> <li>• provider recruitment</li> <li>• SAPC provider participation</li> <li>• event venue scouting, negotiations, and procurement</li> <li>• event activities coordination</li> <li>• sporting events and equipment requirements</li> </ul>		
<p>1.5 Recruit, meet, and lead Al-Impics Planning Committee members, comprised of Representatives from Los Angeles County (LAC) Public Health SAPC contracted alcohol and drug Substance Use Disorder treatment provider network, including outpatient and residential providers, SAPC staff, the Los Angeles Commissioners' office, and other key stakeholders on a monthly basis.</p>	<p>Submit a committee member contact list, a schedule calendar of meeting dates and meeting minutes of the Al-Impics Planning Committee meetings monthly.</p>	<p>Seven days after Contract execution</p>
<p>1.6 Develop, track and distribute a status report listing each event deliverable with its associated target date, responsible party, and status.</p>	<p>Submit a populated status report for SAPC approval, reflecting progress dates for each project deliverable in the Scope of Work. The status of each project is to be updated with</p>	

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OBJECTIVE	DELIVERABLES	COMPLETION DATE
	current dates and narrative status reports one business day prior to each bi-weekly meeting with SAPC.	
<p>1.7 Develop an official Al-Impics office with an established contact name, phone number, email address, social media handles, and website address to be the source of all event information provided to the public.</p>	<p>Distribute contact information (contact name, phone number, email address, social media handles, and website address) to the Al-Impics Planning Committee, SAPC, the Commissioner's office and list it on digital and print publications promoting the event.</p>	<p>Seven days after Contract execution</p>
<p>1.8 Scout local event venues located in LAC large enough to host hundreds or even thousands of participation athletes, families and friends. Procure a LAC venue approved by SAPC based on appropriate size, accommodations compliant with the American Disabilities Act, local accessibility, and in compliance with any Public Health orders issued by LAC Public Health.</p>	<p>Submit for SAPC approval, a list of researched locations and venues located in LAC, to be presented and approved by the Al-Impics Planning Committee.</p>	<p>Seven days after Contract execution</p>
<p><b>2. Event Development and Promotions</b></p> <p>2.1 Collaborate with SAPC and the Al-Impics Planning Committee to identify and promote the theme for the 2023 Al-Impics event.</p>	<p>Submit for SAPC final approval, the theme of the 2023 Al-Impics event.</p>	<p>Seven days after Contract execution</p>

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OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>2.2 Develop, produce, and implement a promotional event marketing plan to publicize the event to SAPC Providers, patients and public until the date of the event.</p> <p>2.3 Procure, contract, produce (print where applicable), and distribute all marketing and promotional items developed in Objective 2.2.</p> <p>2.4 Procure, contract, produce (print where applicable), and fulfil all marketing and promotional media buys developed in Objective</p>	<p>Submit for SAPC approval, a written promotional event marketing plan and monthly timelines to publicize the event and detailing the deliverables and materials (displaying Al-Impics, SAPC, and other relevant logos and highlighting the 2023 theme) developed to promote awareness to targeted audiences in the form of, but not limited to, the following deliverables:</p> <ul style="list-style-type: none"> <li>■ Save-the-date flyer (digital/print)</li> <li>■ E-blast to all providers recruiting participation and volunteers</li> <li>■ A (1-3 minute) promotional video focused on raising event excitement, recruitment, and participation for 2023 (posted on the Al-Impics website)</li> <li>■ Promotional E-blast to all SAPC providers announcing the event and the promo video with a link to the website promoting registration and participation</li> <li>■ Weekly Social Media event post</li> </ul>	

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OBJECTIVE	DELIVERABLES	COMPLETION DATE
	<p>(Facebook, Twitter, Instagram, etc.) at least one per media outlet per week.</p> <ul style="list-style-type: none"> <li>■ A 30 second spot/promotional video targeting the recovering community and focused on raising event excitement, recruitment and participation for 2023</li> <li>■ Print and digital ads to be distributed via appropriate media outlets, such as radio, TV, Social Media entities, and print publications.</li> <li>• Step-and-Repeat photo backdrop of the Al-Impics and partners logos, equipped with hardware (stand, brass poles, and rope)</li> <li>• Submit for SAPC approval, designs concept, and layouts for product promotional materials</li> </ul>	
<p>2.5 Develop, produce and maintain an Al-Impics website to house and display all event information and promotional deliverables. Contractor to research keeping the current website domain name: <a href="https://www.Al-impics.org/">https://www.Al-impics.org/</a></p>	<p>Submit for SAPC approval, designs concept, and layouts developed of the websites structure, path, etc. to include but not be limited to a home page, contact information and media page.</p>	<p>Seven days after Contract execution</p>

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OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>2.6 Develop, produce and maintain Al-Impics social media accounts (i.e., Facebook, Instagram, etc.) to house and display all event information and promotional deliverables.</p>	<p>Submit for SAPC approval, designs concept, and layouts developed of the social media handles, structure, etc. to include but not be limited to a home page, contact information and media-sharing platform.</p>	
<p>2.7 Develop a public relations plan, lead and implement public relations efforts, in coordination with SAPC, to include a scheduled press conference and press kit materials for the media to promote the event to providers, patients and the public.</p> <p>2.8 Research and secure at least one celebrity or familiar community activist in recovery to attend and support the event. (Preferably someone who is either in recovery themselves or connected, and supports the efforts of Public Health SAPC), as a public draw. Develop, establish and maintain relationships with their public relations teams. Request a guest appearance and their attendance at the event.</p>	<p>Submit for SAPC approval, a written Public Relations Plan that outlines ideas for promoting the event, publication resources, and celebrity-draw options and opportunities to be researched and implemented.</p> <p>Submit to SAPC, three suggested vetted celebrity names that have been researched and confirmed to be willing to donate their time and to be considered as event keynote speaker, emcee, or inspirational speaker as an in-kind, charitable, volunteer contribution.</p>	<p>Seven days after Contract execution</p>

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OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>2.9 Develop and organize a press conference/publicity to include Public Health SAPC representatives to promote the event.</p> <p>2.10 Develop and distribute, with SAPC approval, written press release(s) to promote the event with press outlets (e.g., TV, radio, newspaper, online) throughout LAC.</p> <p>2.11 Identify and implement efforts to encourage public/patients in joining/following AI-Impics social media (e.g., Facebook, Twitter, Instagram) platforms.</p> <p>2.12 Draft and post (with SAPC approval where required) information/photos on identified social media platforms at least monthly.</p>	<p>Submit for SAPC approval, a draft of a written press release for media press conference.</p> <p>Submit for SAPC approval, a draft of a written press release for media press coverage prior to the event and the day of the event.</p> <p>Submit for SAPC approval, a draft of a social media press coverage to be posted in a three-month timeframe leading up to the date of the event.</p> <p>Submit for SAPC review, approved social media post one business day before posting.</p>	<p>Date of Contract execution – August 30, 2023</p>
<p>2.13 Develop a provider and participant engagement recruitment strategy to recruit existing provider participation and solicit new provider participation into the AI-Impics games plan.</p>	<p>Submit for SAPC review, approved email blast verbiage and other communication verbiage to be sent to providers based on the marketing plan in Objective 2.2, all recruitment plan materials.</p>	<p>Date of Contract execution – August 30, 2023</p>



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<p>2.14 Engage with SAPC treatment providers through frequent correspondence informing them of the upcoming event through email, social media such as Facebook, provider meeting announcements and other communication methods to increase events participation.</p> <p>2.15 Coordinate the development of the written registration forms using past registration packet language and including new language disclosing all participation instructions, rights, responsibilities and waivers. Solicit the expertise of the former Al-Impics Coordinators (consultant) to assist with written draft of the registration packet.</p>	<p>Submit for SAPC review, approved email blast verbiage and other communication verbiage to be sent to providers based on the marketing plan in Objective 2.2.</p> <p>Submit a sample packet to be reviewed and approved by SAPC.</p>	
<p>2.16 Manage the organization and administration of registration fees for event participation determined by SAPC and Planning Committee.</p> <p>2.17 Assemble and distribution participant registration packets and ensure collection of all required forms pertaining to insurance and waivers materials.</p>	<p>Assign and collect participation entry fee appropriate and tied to a tiered system based on the number of participating athletes. Fee scale to be outlined in the registration packet.</p> <p>Submit a written summary report of the number of registered providers, their name, location and the number of participating athletes. to be reviewed by SAPC.</p>	<p>Date of Contract execution – August 30, 2023</p>

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OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>2.18 Solicit the sponsorship/donations from organizations to provide food donations to the event for all participating athletes, volunteers and exhibitors.</p> <p>2.19 Recruit and coordinate on-site volunteer participation for each sporting event, activity stations and parking areas, through engaging the planning committee and participating providers.</p>	<p>Submit to SAPC for review and approval, a copy of written documentation that legally reflects the organization's in-kind, food donation for the Al-Impics event.</p> <p>Submit a written summary report listing the names list of all participating volunteers and agency affiliation of all participating volunteers. Conduct a mandatory volunteer orientation meeting(s).</p>	<p>Date of Contract execution – August 30, 2023</p>
<p>2.20 Procure event, staging, services, supplies and equipment to include but not be limited to:</p> <ul style="list-style-type: none"> <li>• venue</li> <li>• staging and platforms</li> <li>• sound system and staff</li> <li>• DJ music and/or live entertainment (i.e., the LA Sparks, dance troops, etc.)</li> <li>• sporting equipment (balls, nets, whistles, flags, etc.)</li> <li>• competitive board &amp; card games</li> <li>• scoring materials (for each individual sport event)</li> <li>• judging materials (e.g., description of categories, ballot document, etc.)</li> <li>• Kids Zone area to include tents, jumpers, activities, etc.</li> <li>• photography services</li> <li>• filming Video Recording services</li> <li>• portable bathrooms</li> <li>• sports officials and coordinators (professional referees)</li> </ul>	<p>Submit a summary report of all final, itemized procured services for the event to include procured items/services, the name of the vendor, contact information, and amount charged for items/services rendered.</p>	<p>Date of Contract execution – August 30, 2023</p>

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<ul style="list-style-type: none"> <li>• on site police or security staff (Sheriff), fire (EMT), and first aid personnel</li> <li>• trophies and awards for each athletic event and category</li> <li>• print/digital event program</li> <li>• event signage</li> <li>• volunteer t-shirts or alternate identifiers (e.g., badges, hats, etc.)</li> </ul>		
<p><b>3. Event Implementation</b></p> <p>3.1 Plan and draft the event's complete agenda with SAPC lead staff and collaborate on entertainment, emcee, special guest participation and SAPC staff volunteers, media schedules, and photo-op coverage of the event.</p> <p>3.2 Organize and implement sporting event activities and agenda with SAPC lead staff, including coordinating and troubleshooting on the schedule and flow of the event.</p>	<p>Submit a draft agenda and schedule (to include the names of all speakers, activities and media agencies confirmed to attend), to be reviewed and approved by SAPC prior to release.</p> <p>Submit a summary report of all final selected events and highlight any new events/modifications. Coordinate event from set-up to clean-up.</p>	<p>Date of Contract execution – August 30, 2023</p>
<p><b>4. Post Event Reports and Invoicing</b></p> <p>4.1 Schedule a post-event planning committee meeting to debrief (i.e., discuss challenges and success for future planning).</p> <p>4.2</p>	<p>Submit to SAPC a notification of the final "post-event" planning committee meeting date, meeting minutes, and attendees.</p>	<p>November 30, 2023</p>

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<p>Draft and post (with SAPC approval) information/photos on identified social media platforms.</p> <p>4.3 Provide a written programmatic and fiscal evaluation of the 2023 Al-Impics to include an evaluation of the event, final cost allocations, and provide recommendations for subsequent years as outlined in the SAPC provide template.</p> <p>4.4 Provide all deliverables no later than the event completion date. Failure to provide all deliverables by the completion of the event date may result in the withholding of payment.</p>	<p>Submit for SAPC review, approved timely social media post on the Al-Impics social media platforms and website.</p> <p>Submit a post-event written summary/evaluation of actual cost and justifications, receipts for vendor and resource transactions from vendors used to provide products and services rendered for the event.</p> <p>Submit a populated status report reflecting completed dates for each project.</p>	
<p>4.5 Invoice SAPC for approved contracted services rendered, based on budget and approved costs, by November 2023.</p>	<p>Submit all invoices to include:</p> <ul style="list-style-type: none"> <li>• A unique invoice number</li> <li>• Beginning and end date</li> <li>• Total number of hours billed in the invoice period</li> <li>• An itemized listing of costs to be reimbursed in</li> <li>• with description of the product or service</li> <li>• Copies of receipts or other supporting documentation, where applicable</li> <li>• Total dollar amounts due</li> </ul>	<p>November 30, 2023</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
Effective upon execution through October 31, 2023**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
	<p>Submit all invoices for this Scope of Work to the identified SAPC Project Manager via e-mail or mail to the following:</p> <p>Los Angeles County Department of Public Health Substance Abuse Prevention and Control 1000 South Fremont Street Building A-9 East, 3<sup>rd</sup> Floor, Mailbox 34 Alhambra, California 91803</p>	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p><b>1. Strategic Planning and Communications</b></p> <p>1.1 Assign a dedicated Project Manager experienced in planning and implementing large scale events and working with volunteers, community and local government leaders, contracted vendors, media, and other public relations entities to act as the central point of contact with the Department of Public Health (Public Health) Division of Substance Abuse Prevention and Control (SAPC).</p> <p>1.2 Ensure Project Manager's event planning commitment and availability to SAPC at a minimum of 40 hours per week.</p> <p>1.3 Schedule and conduct bi-weekly status meetings (remotely, or in-person, depending on the project necessity), with SAPC staff, separate from the monthly planning committee meeting.</p>	<p>Submit written correspondence reflecting the Project Managers contact information, weekday work hours and a calendar reflecting weekly status meetings with SAPC.</p>	<p>January 01, 2024 – January 31, 2024</p>
<p>1.4 Recruit, meet and lead AI-Impics Planning Committee members, comprised of Representatives from Los Angeles County (LAC) Public Health SAPC contracted alcohol and drug Substance Use Disorder treatment provider network, including outpatient and residential providers, SAPC staff, the Los Angeles Commissioners' office, and other key stakeholders on a monthly basis.</p>	<p>Submit a committee member contact list, a schedule calendar of meeting dates.</p> <p>Submit meeting minutes of the AI-Impics Planning Committee meetings monthly.</p>	<p>January 01, 2024 – January 31, 2024</p> <p>Three (3) days after each meeting</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>1.5 Solicit, procure and subcontract services with at least one SAPC contracted provider who shall serve as the subject matter expert and ensure community engagement, sensitivity and inclusivity. NOTE: This requirement only applies to contractors who DO NOT have a current contract with SAPC to provide/treatment services. Subcontractor should actively assist with:</p> <ul style="list-style-type: none"> <li>• the coordination of the Al-Impics planning committee, coordination of communication and recruitment of the SAPC's Network Providers</li> <li>• event-planning</li> <li>• provider recruitment</li> <li>• SAPC provider participation</li> <li>• event venue scouting, negotiations, and procurement</li> <li>• event activities coordination</li> <li>• sporting events and equipment requirements</li> </ul>	<p>Submit a copy of agreement/contract to SAPC for review before entering into final negotiations with subcontractor.</p> <p>Submit a copy of the final signed contract between Contractor and subcontractor.</p>	<p>February 01, 2024 – February 28, 2024</p>
<p>1.6 Develop, track and distribute a status report listing each event deliverable with its associated target date, responsible party, and status.</p>	<p>Submit a populated status report, for SAPC approval, reflecting progress dates for each project deliverable in the Scope of Work. The status of each project is to be updated with current dates and narrative status reports one business day prior to each bi-weekly meeting with SAPC.</p>	<p>Three (3) days after each meeting and ongoing for each bi-weekly status meeting</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>1.7 Develop an official Al-Impics office with an established contact name, phone number, email address, social media handles, and website address to be the source of all event information provided to the public.</p>	<p>Distribute contact information (contact name, phone number, email address, social media handles, and website address) to the Al-Impics Planning Committee, SAPC, the Commissioner's office and list it on digital and print publications promoting the event.</p>	<p>January 01, 2024 – January 31, 2024</p>
<p>1.8 Scout local event venues located in LAC large enough to host hundreds or even thousands of participation athletes, families and friends. Procure a LAC venue approved by SAPC based on appropriate size, accommodations compliant with the American Disabilities Act, local accessibility, and in compliance with any public health orders issued by LAC Public Health.</p>	<p>Submit, for SAPC approval, a list of researched locations and venues located in LAC, to be presented and approved by the Al-Impics Planning Committee.</p>	<p>February 01, 2024 – February 28, 2024</p>
<p><b>2. Event Development and Promotions</b></p> <p>2.1 Collaborate with SAPC and the Al-Impics Planning Committee to identify and promote the theme for the 2023 Al-Impics event.</p> <p>2.2 Develop, produce, and implement a promotional event marketing plan to publicize the event to SAPC Providers, patients and public until the date of the event.</p>	<p>Submit, for SAPC final approval, the theme of the 2023 Al-Impics event.</p> <p>Submit, for SAPC approval, a written promotional event marketing plan and monthly timelines to publicize the event and detailing the deliverables and materials (displaying Al-Impics, SAPC, and other relevant logos and highlighting the 2023 theme) developed to promote awareness to targeted audiences in</p>	<p>March 01, 2024 – March 31, 2024</p> <p>April 01, 2024 – April 30, 2024</p>



**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>2.3 Procure, contract, produce (print where applicable), and distribute all marketing and promotional items developed in Objective 2.2.</p> <p>2.4 Procure, contract, produce (print where applicable), and fulfil all marketing and promotional media buys developed in Objective</p>	<p>the form of, but not limited to, the following deliverables:</p> <ul style="list-style-type: none"> <li>■ Save-the-date flyer (digital/print)</li> <li>■ E-blast to all providers recruiting participation and volunteers</li> <li>■ A (1-3 minute) promotional video focused on raising event excitement, recruitment, and participation for 2023 (posted on the Al-Impics website)</li> <li>■ Promotional E-blast to all SAPC providers announcing the event and the promo video with a link to the website promoting registration and participation</li> <li>■ Weekly Social Media event post (Facebook, Twitter, Instagram, etc.) at least one per media outlet per week.</li> <li>■ A 30 second spot/promotional video targeting the recovering community and focused on raising event excitement, recruitment and participation for 2023</li> <li>■ Print and digital ads to be distributed via appropriate media outlets, such as radio, TV, Social Media entities, and print publications.               <ul style="list-style-type: none"> <li>• Step-and-Repeat photo backdrop of the Al-Impics and partners logos, equipped with hardware (stand, brass poles, and rope)</li> </ul> </li> </ul>	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
	<ul style="list-style-type: none"> <li>• Submit, for SAPC approval, designs concept, and layouts for product promotional materials,</li> </ul>	
<p>2.5 Develop, produce and maintain an Al-Impics website to house and display all event information and promotional deliverables. Contractor to research keeping the current website domain name: <a href="https://www.Al-impics.org/">https://www.Al-impics.org/</a></p> <p>2.6 Develop, produce and maintain Al-Impics social media accounts (i.e., Facebook, Instagram, etc.) to house and display all event information and promotional deliverables.</p>	<p>Submit, for SAPC approval, designs concept, and layouts developed of the websites structure, path, etc. to include but not be limited to a home page, contact information and media page.</p> <p>Submit, for SAPC approval, designs concept, and layouts developed of the social media handles, structure, etc. to include but not be limited to a home page, contact information and media-sharing platform.</p>	<p>April 01, 2024 – April 30, 2024</p>
<p>2.7 Develop a public relation plan, lead, and implement public relations efforts, in coordination with SAPC, to include a scheduled press conference and press kit materials for the media. to promote the event to providers, patients and the public.</p> <p>2.8 Research and secure at least one celebrity or familiar community activist in recovery to attend and support the event. (Preferably someone who is either in recovery themselves or connected, and supports the efforts of Public Health SAPC), as a public draw. Develop, establish and maintain relationships with their public</p>	<p>Submit, for SAPC approval, a written Public Relations Plan that outlines ideas for promoting the event, publication resources, and celebrity-draw options and opportunities to be researched and implemented.</p> <p>Submit, to SAPC, three suggested vetted celebrity names that have been researched and confirmed to be willing to donate their time and to be considered as event keynote</p>	<p>May 01, 2024 – May 31, 2024</p> <p>June 01, 2024 – June 30, 2024</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
relations teams. Request a guest appearance and their attendance at the event.	speaker., emcee, or inspirational speaker as an in-kind, charitable, volunteer contribution.	
<p>2.9 Develop and organize a press conference/publicity to include Public Health SAPC representatives to promote the event.</p> <p>2.10 Develop and distribute, with SAPC approval, written press release(s) to promote the event with press outlets (e.g., TV, radio, newspaper, online) throughout LAC.</p> <p>2.11 Identify and implement efforts to encourage public/patients in joining/following Al-Impics social media (e.g., Facebook, Twitter, Instagram) platforms.</p> <p>2.12 Draft and post (with SAPC approval where required) information/photos on identified social media platforms at least monthly.</p>	<p>Submit, for SAPC approval, a draft of a written press release for media press conference.</p> <p>Submit, for SAPC approval, a draft of a written press release for media press coverage prior to the event and the day of the event.</p> <p>Submit, for SAPC approval, a draft of a social media press coverage to be posted in a three-month timeframe leading up to the date of the event.</p> <p>Submit, for SAPC review, approved social media post one business day before posting.</p>	July 01, 2024 – July 31, 2024
2.13 Develop a provider and participant engagement recruitment strategy to recruit existing provider participation and solicit new provider participation into the Al-Impics games plan.	Submit, for SAPC review, approved email blast verbiage and other communication verbiage to be sent to providers based on the	June 01, 2024 – June 30, 2024

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>2.14 Engage with SAPC treatment providers through frequent correspondence informing them of the upcoming event through email, social media such as Facebook, provider meeting announcements and other communication methods to increase events participation.</p> <p>2.15 Coordinate the development of the written registration forms using past registration packet language and including new language disclosing all participation instructions, rights, responsibilities and waivers. Solicit the expertise of the former Al-Impics Coordinators (consultant) to assist with written draft of the registration packet.</p>	<p>marketing plan in Objective 2.2, all recruitment plan materials.</p> <p>Submit, for SAPC review, approved email blast verbiage and other communication verbiage to be sent to providers based on the marketing plan in Objective 2.2.</p> <p>Submit a sample packet to be reviewed and approved by SAPC.</p>	
<p>2.16 Manage the organization and administration of registration fees for event participation determined by SAPC and Planning Committee.</p> <p>2.17 Assemble and distribution participant registration packets and ensure collection of all required forms pertaining to insurance and waivers materials.</p>	<p>Assign and collect participation entry fee appropriate and tied to a tiered system based on the number of participating athletes. Fee scale to be outlined in the registration packet.</p> <p>Submit a written summary report of the number of registered providers, their name,</p>	<p>July 01, 2024 – July 31, 2024</p> <p>July 01, 2024 – July 31, 2024</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
	location and the number of participating athletes. To be reviewed by SAPC.	
<p>2.18 Solicit the sponsorship/donations from organizations to provide food donations to the event for all participating athletes, volunteers and exhibitors.</p> <p>2.19 Recruit and coordinate on-site volunteer participation for each sporting event, activity stations and parking areas, through engaging the planning committee and participating providers.</p>	<p>Submit to SAPC for review and approval, a copy of written documentation that legally reflects the organization's in-kind, food donation for the Al-Impics event.</p> <p>Submit a written summary report listing the names list of all participating volunteers and agency affiliation. of all participating volunteers. Conduct a mandatory volunteer orientation meeting(s).</p>	<p>July 01, 2024 – July 31, 2024</p> <p>August 01, 2024 – August 31, 2024</p>
<p>2.20 Procure event venue, staging, service, supplies, and event and activities equipment.</p>	<p>Submit a summary report of all final, itemized procured services for the event to include procured items/services, the name of the vendor, contact information, and amount charged for items/services rendered.</p>	<p>August 01, 2024 – August 31, 2024</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p><b>3. Event Implementation</b></p> <p>3.1 Plan and draft the event's complete agenda with SAPC lead staff and collaborate on entertainment, emcee, special guest participation and SAPC staff volunteers, media schedules, and photo-op coverage of the event.</p> <p>3.2 Organize and implement sporting event activities and agenda with SAPC lead staff, including coordinating and troubleshooting on the schedule and flow of the event.</p>	<p>Submit a draft agenda and schedule (to include the names of all speakers, activities and media agencies confirmed to attend), to be reviewed and approved by SAPC prior to release.</p> <p>Submit a summary report of all final selected events and highlight any new events/modifications. Coordinate event from set-up to clean-up.</p>	<p>August 01, 2024 – August 15, 2024</p>
<p><b>4. Post Event Reports and Invoicing</b></p> <p>4.1 Schedule a post-event planning committee meeting to debrief (i.e., discuss challenges and success for future planning).</p> <p>4.2 Draft and post (with SAPC approval) information/photos on identified social media platforms.</p> <p>4.3 Provide a written programmatic and fiscal evaluation of the 2023 Al-Impics to include an evaluation of the event, final cost allocations, and provide recommendations for subsequent years as outlined in the SAPC provide template.</p>	<p>Submit, to SAPC, a notification of the final "post-event" planning committee meeting date, meeting minutes, and attendees.</p> <p>Submit, for SAPC review, approved timely social media post on the Al-Impics social media platforms and website.</p> <p>Submit a post-event written summary/evaluation of actual cost and justifications, receipts for vendor and resource transactions from vendors used to provide products and services rendered for the event.</p>	<p>October 01, 2024</p> <p>One -Two (1-2) days after event date</p> <p>No later than October 15<sup>th</sup></p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>4.4 Provide all deliverables no later than the event completion date. Failure to provide all deliverables by the completion of the event date may result in the withholding of payment.</p>	<p>Submit a populated status report reflecting completed dates for each project.</p>	
<p>4.5 Invoice SAPC for approved contracted services rendered, based on budget and approved costs, by November 30, 2024.</p>	<p>Submit all invoices to include:</p> <ul style="list-style-type: none"> <li>• A unique invoice number</li> <li>• Beginning and end date</li> <li>• Total number of hours billed in the invoice period</li> <li>• An itemized listing of costs to be reimbursed in</li> <li>• with description of the product or service</li> <li>• Copies of receipts or other supporting</li> <li>• documentation, where applicable</li> <li>• Total dollar amounts due</li> </ul> <p>Submit all invoices for this Scope of Work to the identified SAPC Project Manager via e-mail or mail to the following:</p>	<p>November 01, 2024 – November 30, 2024</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 EVENT PLANNING, PRODUCTION, AND PROMOTION SERVICES FOR THE  
 ANNUAL AL-IMPICS GAMES**

**SCOPE OF WORK  
 November 1, 2023 through October 31, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
	Los Angeles County Department of Public Health Substance Abuse Prevention and Control 1000 South Fremont Street, Building A-9 East, 3 <sup>rd</sup> Floor, Mailbox 34 Alhambra, California 91803	



**APPENDIX C**

**REQUIRED FORMS**

**FOR**

**EVENT PLANNING, PRODUCTION AND PROMOTION  
FOR THE ANNUAL AL-IMPICS GAMES  
INVITATION FOR BIDS (IFB)  
IFB: #2023-005**

**APPENDIX C – REQUIRED FORMS  
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EXHIBITS

- 1 INVITATION FOR BIDS (IFB) CHECKLIST
- 2 BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION
- 3 PRICING SHEET
- 4 REQUEST FOR PREFERENCE CONSIDERATION
- 5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF IFB RESTRICTIONS
- 6 CERTIFICATION OF COMPLIANCE
  - Certification of No Conflict of Interest
  - Familiarity with the County Lobbyist Ordinance Certification
  - Zero Tolerance Human Trafficking Policy Certification
  - Fair Chance Employment Hiring Practices Certification
  - Charitable Contributions Certification
  - Willingness to Consider Gain/Grow Participants
  - County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
  - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 7 BIDDER'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS
- 8 BIDDER'S PENDING LITIGATION AND/OR JUDGMENTS
- 9 ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
INVITATION FOR BIDS (IFB)**

**CHECKLIST – EXHIBIT 1**

The purpose of this document is to ensure vendor has submitted all applicable sections, forms, exhibits, attachments, etc. with its IFB. Please check the appropriate box(es).

Additionally, bidder is encouraged to complete the optional Bidder Survey Questionnaire on the last page of this Checklist – Exhibit 1 (Attachment A).

BIDDER’S NAME (Legal Full Name):	
<b>IFB Reference, Sub-section 2.8.1: Bid Cover Letter</b>	Included <input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 2.8.2: Table of Contents</b>	<input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 2.8.3, Bidder’s Qualifications (Section A)</b>	
<b>A. Bidder’s Organization Questionnaire/Affidavit and CBE Information (Section A.1)</b>	
Exhibit 2: Bidder’s Organization Questionnaire/Affidavit and CBE Information	<input type="checkbox"/> Yes
<b>Corporations or Limited Liability Company (LLC):</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
a) Furnished a copy of “Certificate of Good Standing” with the state <u>OR</u> provided a statement on status of the request. (if Corporation or LLC)	<input type="checkbox"/> Yes
b) Furnished a copy of “Statement of Information” <u>OR</u> copy of a statement on status of the request. (if Corporation or LLC)	<input type="checkbox"/> Yes
<b>Limited Partnership:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Furnished a conformed copy of the Certificate of Limited Partnership; OR Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.	<input type="checkbox"/> Yes
<b>B. Bidder’s Affidavit of Adherence to Minimum Mandatory Requirements (Section A.2)</b>	
Exhibit 7: Bidder’s Affidavit of Adherence to Minimum Mandatory Requirements	<input type="checkbox"/> Yes
<b>C. Financial Capability (Section A.3)</b>	
Bidder provided copies of the company’s annual financial statements issued for the last three (3) years.	<input type="checkbox"/> Yes
<b>D. Bidder’s Pending Litigation and Judgments (Section A.4)</b>	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
INVITATION FOR BIDS (IFB)**

**CHECKLIST – EXHIBIT 1**

The purpose of this document is to ensure vendor has submitted all applicable sections, forms, exhibits, attachments, etc. with its IFB. Please check the appropriate box(es).

Additionally, bidder is encouraged to complete the optional Bidder Survey Questionnaire on the last page of this Checklist – Exhibit 1 (Attachment A).

Exhibit 8: Bidder’s Pending Litigation and Judgements	<input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 2.8.4, Pricing Sheet(Section B)</b>	
Exhibit 3: Pricing Sheet	<input type="checkbox"/> Yes
Exhibit 4: Request for Preference Consideration	<input type="checkbox"/> Yes
Exhibit 5: Certification of Independent Price Determination and Acknowledgement of IFB Restrictions	<input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 2.8.5, Required Forms (Section C)</b>	
Exhibit 1: Invitation for Bids (IFB) Checklist	<input type="checkbox"/> Yes
Exhibit 6: Certification of Compliance	<input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 2.8.6, Proof of Insurability (Section D)</b>	
Bidder furnished a copy of Certificate of Insurance (ACCORD or equivalent form) or a letter from a qualified insurance carrier indicating a willingness to provide the required coverage.	<input type="checkbox"/> Yes
<b>A. COMMERCIAL GENERAL LIABILITY</b>	<input type="checkbox"/> Yes
General Aggregate: \$4 million	
Products/Completed Operations Aggregate: \$2 million	
Personal and Advertising Injury: \$1 million	
Each Occurrence: \$1 million	
<b>B. AUTO LIABILITY</b>	<input type="checkbox"/> Yes
Auto Liability: \$1 million	
<b>C. WORKERS’ COMPENSATION</b>	<input type="checkbox"/> Yes

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
INVITATION FOR BIDS (IFB)**

**CHECKLIST – EXHIBIT 1**

The purpose of this document is to ensure vendor has submitted all applicable sections, forms, exhibits, attachments, etc. with its IFB. Please check the appropriate box(es).

Additionally, bidder is encouraged to complete the optional Bidder Survey Questionnaire on the last page of this Checklist – Exhibit 1 (Attachment A).

Each Accident: \$1 million	
<b>D. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS</b>	<input type="checkbox"/> Yes
Not less than \$ 1million per claim and \$3 million aggregate	
<b>IFB Reference Sub-section 2.8.7, Acceptance of Terms and Conditions (Section E)</b>	
Exhibit 9: Acceptance of Terms and Conditions Affirmation	<input type="checkbox"/> Yes
<b>IFB Reference, Section 2.9, Bid Submission</b>	
Bidder submitted one copy of the bid in response to this IFB in the format prescribed herein and clearly marked “ <b>Bid Submission for Event Planning, Production, And Promotion Services for the Annual AI-Impics Games, IFB: #2023-005,</b> ” in the subject line of the e-mail transmission.	<input type="checkbox"/> Yes

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
INVITATION FOR BIDS (IFB)**

**CHECKLIST – EXHIBIT 1**

**Bidder Survey Questionnaire**  
**Optional Survey: Your feedback is greatly appreciated.**

**Bidder Name (Optional):**

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**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>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 Vendor 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>

**Thank you!**

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

**REQUIRED FORMS – EXHIBIT 2  
 BIDDER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<p>Select the options that best define your firm’s business structure:</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 if 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>Is your firm doing business under one or more DBA’s?</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>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm:                  _____</p> <p>State of Incorporation or registration of parent firm:                  _____</p>

4	<p><b>Has your firm done business as other names within last five (5) years?</b></p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): _____ Year(s) of Name Change _____</p>
5	<p><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></p>	
6	<p><b>Is your firm involved in any pending acquisition or mergers?</b></p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger.</p>
7	<p><b>List all names and contact information of all individuals legally authorized to commit the Proposer.</b></p>	<p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>E-mail: _____</p>



**REQUIRED FORMS – EXHIBIT 2**

**BIDDER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

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

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

**III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

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

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

<b>BIDDER NAME:</b>		<b>COUNTY WEBVEN NUMBER:</b>	
<b>ADDRESS:</b>			<b>DUNS NUMBER:</b>
<b>PHONE NUMBER:</b>	<b>E-MAIL:</b>		<b>CAGE NUMBER:</b>
<b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b>			<b>CALIFORNIA BUSINESS LICENSE NUMBER:</b>
<b>BIDDER OFFICIAL NAME AND TITLE (PRINT):</b>			
<b>SIGNATURE</b>			<b>DATE</b>

**REQUIRED FORMS – EXHIBIT 3**

**PRICING SHEET**

**(SEE SEPARATE ATTACHMENT TO PDF WITH COMPLETED  
PACKET FOR RELEASE)**

**REQUIRED FORMS – EXHIBIT 4**

**REQUEST FOR PREFERENCE CONSIDERATION**

**INSTRUCTIONS:** Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

**PREFERENCE NOT REQUESTED**

**OR**

<input type="checkbox"/> <b>PREFERENCE REQUESTED (SELECT ALL THAT APPLY)</b>		
<b>Preference Program</b>		<b>Reference</b>
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.204</a>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.205</a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#">LACC 2.211</a>

**Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.**

REQUIRED FORMS - EXHIBIT 5

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
& ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

- A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List name(s) and telephone number(s) of all persons legally authorized to commit the Bidder.

NAME

PHONE NUMBER

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

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

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NONE

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

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Name of Firm

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Print Name of Signer

Title

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Signature

Date

## REQUIRED FORMS – EXHIBIT 6

### CERTIFICATION OF COMPLIANCE

Proposer 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	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)  _____	<b>Check the Certification below that is applicable to your company.</b>  <input type="checkbox"/> 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.  <b>OR</b>  <input type="checkbox"/> Proposer 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.
6	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
7	Contractor Employee Jury Service Program Certification Form & Application for Exception <a href="#">LACC 2.203</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If No, identify exemption:</b>  <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program.  <input type="checkbox"/> My business is a small business as defined in the Program.  <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.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program <a href="#">LACC 2.206</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If No, identify exemption:</b>

**REQUIRED FORMS – EXHIBIT 7**

**BIDDER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS**

Bidder must demonstrate its ability to meet **each** of the Bidder’s Minimum Mandatory Requirements outlined in Section 1.4 of the IFB **by the date on which bids are due**. Bidder should document all relative experience and qualifications in order to demonstrate compliance with the Bidder’s Minimum Mandatory Requirements. Bidder acknowledges and certifies that firm meets and will comply with the Minimum Mandatory Requirements as stated in Paragraph 1.4. of this Invitation for Bids, as listed below. **Subcontractor(s) and/or consultant(s) may not be used to meet any of the Bidder’s Minimum Mandatory Requirements.**

**Check the appropriate boxes:** *(Bidder must check a box under each Section below. Failure to check any boxes or provide required responsive information may result in disqualification of your bid as non-responsive.*

<p><b>MMR 1.4.1</b></p> <p><input type="checkbox"/> Yes <i>(indicate number of years of experience by providing dates of experience below)</i></p> <p><input type="checkbox"/> No</p>	<p><b>Experience:</b> Bidder must have a minimum of three (3) years’ experience within the last five (5) years’ planning, producing, promoting, and sourcing venue(s) for at least <b>two large-scale events</b> that included over two hundred (200) participants of various ages, genders, and abilities (includes those with disabilities); and where physical activity and/or sports activities were involved.</p>
<p><b>Description of Experience:</b> Bidder must provide documentation of how they planned, produced, promoted, and sourced a venue to include but not be limited to, written narrative and descriptions of the events’ name, purpose, outcomes, venue location, number of participants, accomplishments, and budget amount. Documentation should clearly demonstrate that Bidder meets the above-referenced requirement and <b>MUST</b> include printed promotional materials (pamphlets, flyers, social media screenshots, etc.) informing the public about the event, as well as visual photos and/or video footage via a digital link to a website, social media, or other accessible virtual location. <i>(Attach additional sheets as necessary). Page limit: 2. Page limits are not applicable to visual photos and/or video footage.</i></p>	
<p>Years of Experience Planning, Producing, Promoting and Sourcing from _____ mm/yy to _____ mm/yy</p>	
<p> </p>	

**REQUIRED FORMS – EXHIBIT 7**

<p><b>MMR 1.4.2</b></p> <p><input type="checkbox"/> Yes (indicate number of years of experience by providing dates of experience and documentation below)</p> <p><input type="checkbox"/> No</p>	<p><b>Experience:</b> Bidder must have a minimum of three (3) years' experience within the last five (5) years' recruiting and organizing volunteers, competitors, and community-based organizations for a large-scale event that included over two hundred (200) participants.</p>
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**Description of Experience:** Bidder must provide documentation of experience recruiting and organizing volunteers, competitors, community-based organizations and audience for large-scale events. Documentation should clearly demonstrate that Bidder meets the above-referenced requirement and **MUST** include printed materials such as registration forms, template lists, volunteer training materials, crowd control measures, etc. (Attach additional sheets as necessary). Page limit: 1.

Years of Experience recruiting and organizing volunteers, competitors, and community-based organizations from \_\_\_\_\_ mm/yr. to \_\_\_\_\_ mm/yr.

**REQUIRED FORMS – EXHIBIT 7**

<p><b>MMR 1.4.3</b></p> <p><input type="checkbox"/> Yes (indicate number of years of experience by providing dates of experience below)</p> <p><input type="checkbox"/> No</p>	<p><b>Experience:</b> Bidder must have a minimum of two (2) years’ experience in the last four (4) years’ in one of the following: 1) planning or organizing events addressing substance use disorder (SUD); 2) working with agencies that serve people with SUD to properly and sensitively celebrate recovery successes; or 3) providing SUD treatment services under a current executed Public Health Substance Abuse Prevention and Control (SAPC) contract.</p>
<p><b>Description of Experience:</b> Bidder must describe years of experience <u>AND</u> work with SUD communities that clearly demonstrates that Bidder meets the above-referenced requirement. Bidder must provide dates, Organization / Agency name(s) and description of events that Bidder worked <u>OR</u> name(s) and description of each agency that served people with substance use disorder with which Bidder worked <u>OR</u> if Bidder has a current executed Public Health Substance Abuse Prevention and Control (SAPC) contract for treatment services, provide the Public health SAPC contract number and describe services provided under existing contract. (Attach additional sheets as necessary).  <b>Page limit: 1</b></p>	
<p>SUD Years of Experience from _____ mm/yr. to _____ mm/yr.</p>	
	<p><b>1. Name and description of event(s) addressing substance use disorders:</b></p> <p align="center"><b>OR</b></p> <p><b>2. Name of Agency(ies) worked with that serve people with substance use disorders:</b></p> <p align="center"><b>OR</b></p> <p><b>3. Public Health SAPC Contract Number:</b>  <b>Describe services currently being provided under existing contract:</b></p>



**REQUIRED FORMS – EXHIBIT 7**

<p><b>MMR 1.4.4</b></p> <p><input type="checkbox"/> Yes (If yes, provide address of office(s) location below)</p> <p><input type="checkbox"/> No</p>	<p><b>Location:</b> Bidder must have an office location in Los Angeles County.</p>
	<p>Office(s) Address:</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>
<p><b>MMR 1.4.5</b></p> <p><input type="checkbox"/> Bidder <b><i>does not</i></b> have any unresolved disallowed costs as explained above.</p> <p><input type="checkbox"/> Bidder <b><i>has</i></b> unresolved disallowed costs as explained above.</p>	<p><b>Unresolved Disallowed Costs:</b></p> <p>If Bidder has any County contract that has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer does not have unresolved disallowed costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of 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>County will verify that Bidder does not have unresolved disallowed costs.</p>

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

On behalf of (Bidder's Name) \_\_\_\_\_

I, (Bidder's Authorized Representative) \_\_\_\_\_

hereby certify that this Bidder's Affidavit is true and correct to the best of my information and belief.

Signature \_\_\_\_\_ Title \_\_\_\_\_

**REQUIRED FORMS – EXHIBIT 8**  
**BIDDER’S PENDING LITIGATION AND JUDGMENTS**

**Bidder’s Name:** \_\_\_\_\_

Complete the following if appropriate. Identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Proposer. **If a Bidder has no Pending Litigation and/or Judgments, provide a statement indicating so.**

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

**REQUIRED FORMS – EXHIBIT 9**

**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

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

understands and agrees that a submission of a Bid in response to the County of Los Angeles, Department of Public Health, for Event Planning, Production and Promotion for the 2023 AI-Impics (IFB No. 2023-005), constitutes acknowledgment and acceptance of, and a willingness to comply with, all terms, conditions, and criteria contained in the referenced IFB and any addenda thereto.

I, the Official named below, hereby certify that I am duly authorized legally to bind the Bidder to the above described affirmation.

Signature of Authorized Representative of Proposing/Contracting Entity:	Date:
Print Name:	Title

## INVITATION FOR BIDS (IFB) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

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

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

- Application of **Minimum Requirements**
- 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, Bidder must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_

*(Name)*

\_\_\_\_\_

*(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Bidder: \_\_\_\_\_

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

Page 1 of 2

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 Bidder 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 Bidders who engage in charitable contributions activities. Each Bidder, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 2).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>.

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

### 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*, located at 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 E 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.**