



# **DEPARTMENT OF PUBLIC HEALTH**

## **INVITATION FOR BIDS (IFB) FOR ARP AS-NEEDED SECURITY GUARD SERVICES**

**IFB #2023-007-ARP**

**August 2023**

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

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>1 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS.....</b>	<b>1</b>
<b>2 GENERAL INFORMATION .....</b>	<b>2</b>
2.1 Purpose.....	2
2.2 Funding for As-Needed Security Guard Services.....	2
2.3 Overview of Solicitation Document.....	2
2.4 Terms and Definitions .....	3
2.5 Contract Term .....	3
2.6 Contract Rates .....	3
2.7 Days of Operation .....	4
<b>3 BIDDER’S MINIMUM MANDATORY REQUIREMENTS.....</b>	<b>4</b>
<b>4 COUNTY’S RIGHTS AND RESPONSIBILITIES .....</b>	<b>4</b>
4.1 County’s Right to Amend Invitation for Bids (IFB) .....	5
4.2 Final Contract Award by the Board of Supervisors.....	5
4.3 County Option to Reject Bids .....	5
4.4 Background and Security Investigations .....	5
<b>5 NOTIFICATION TO BIDDERS .....</b>	<b>5</b>
5.1 Notice to Bidders Regarding the Public Records Act .....	5
5.2 Contact with County Personnel.....	6
5.3 Mandatory Requirement to Register on County’s WebVen.....	6
5.4 Protest Process.....	6
5.5 Conflict of Interest .....	7
5.6 Determination of Contractor Responsibility .....	7
5.7 Contractor Debarment.....	8
5.8 Gratuities.....	9
5.9 Notice to Bidders Regarding the County Lobbyist Ordinance .....	9
5.10 Consideration of GAIN/GROW Participants for Employment .....	10
5.11 Jury Service Program.....	10
5.12 Notification to County of Pending Acquisitions/Mergers by Bidding Company.....	11
5.13 Bidder’s Charitable Contributions Compliance .....	11

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
5.14 Defaulted Property Tax Reduction Program.....	12
5.15 Bidder’s Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking.....	12
5.16 Intentionally Omitted .....	13
5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT).....	13
5.18 Bidder’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices .....	13
5.19 Contractor Alert Reporting Database .....	14
5.20 Prohibition from Participation in Future Solicitation(s).....	14
5.21 Community Business Enterprise (CBE) Participation.....	14
<b>6 COUNTY’S PREFERENCE PROGRAMS.....</b>	<b>15</b>
6.1 Overview of County’s Preference Programs .....	15
6.2 Local Small Business Enterprise (LSBE) Preference Program .....	15
6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program .....	16
6.4 Social Enterprise (SE) Preference Program.....	16
6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	16
7.1 County Responsibility.....	17
7.2 Truth and Accuracy of Representations .....	17
7.3 IFB Timetable.....	17
7.4 Bidders’ Questions .....	17
7.5 Bidders’ Conference.....	18
7.6 Preparation of the Bid .....	18
7.7 Bid Format and Review Process .....	18
7.8 Bid Submission .....	22
<b>8 SELECTION PROCESS OVERVIEW.....</b>	<b>22</b>
8.1 Review Process .....	22
8.2 Adherence to Minimum Requirements .....	23
<b>9 PROTEST PROCESS OVERVIEW .....</b>	<b>23</b>
9.1 Solicitation Requirements Review.....	23
9.2 Disqualification Review .....	23

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
9.3 Proposed Contractor Selection Review.....	24
9.4 County Independent Review .....	25

### **APPENDICES**

- A Sample Contract**
- B Intentionally Omitted**
- C Required Forms**
- D IFB Transmittal Form to Request a Solicitations Requirement Review**
- E Background and Resources: California Charities Regulations**

# 1 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS

<b>IFB Release Date</b>	August 30, 2023
<b>Request for a Solicitation Requirements Review Due</b>	September 6, 2023
<b>Written Questions Due</b>	September 6, 2023
<b>Questions and Answers Released via Addendum</b>	September 13, 2023
<b>Proposals Due</b>	September 27, 2023
<b>Anticipated Contract Term</b>	January 1, 2024 – December 31, 2026
<b>Minimum Mandatory Requirements</b>	See Section 3 for Bidder's Minimum Mandatory Requirements.
<b>IFB Contact</b>	Megan O'Brien, via email: <a href="mailto:mo'brien@ph.lacounty.gov">mo'brien@ph.lacounty.gov</a>

## 2 GENERAL INFORMATION

### 2.1 Purpose

The County of Los Angeles, Department of Public Health (Public Health) is issuing this IFB to solicit bids for a contract with an organization who can provide As-Needed Security Guard Services.

On March 11, 2021, the American Rescue Plan Act (ARP) was signed into law. ARP provides State, local, and Tribal governments with significant resources to respond to the Coronavirus Disease 2019 (COVID-19) public health emergency and its economic impacts. ARP establishes two sources of funding: the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

To support its ongoing efforts in combating COVID-19 and Monkeypox, the County requires security teams that can be rapidly deployed to various facilities and settings (i.e. homeless shelters, homeless encampments, drive thru testing, and quarantine isolation sites where emerging communicable diseases present a risk to the public), to provide security for County personnel while they perform COVID-19 field-based clinical services, and for clients who are receiving services at quarantine isolation sites.

### 2.2 Funding for As-Needed Security Guard Services

Public Health anticipates recommending two contracts, one for as-needed security guard services (unarmed guards), and one for as-needed security guard services (armed guards), for the anticipated term of January 1, 2024 through December 31, 2026.

The County receives funding from the federal Centers for Disease Control and Prevention, the ARP Act, and California Department of Public Health to support these services. The available funds are an estimate and are subject to change.

### 2.3 Overview of Solicitation Document

This IFB:

- 2.3.1 Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the contract, and explains the solicitation process.
- 2.3.2 Contains instructions to Bidders on how to prepare and submit their Bids.
- 2.3.3 Explains how the Bids will be reviewed and selected.
- 2.3.4 The following Appendices are included in this IFB:

**A Sample Contract:** Lists the terms and conditions in the Contract and includes Exhibit A-1 and A-2 Statement(s) of Work.

- B Intentionally Omitted**
- 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 department 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.

## **2.4 Terms and 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 A (Sample Contract), Paragraph 2 (Definitions).

## **2.5 Contract Term**

The Contract term will be for a period of three years, commencing on January 1, 2024 and continuing through December 31, 2026.

The County has the sole option to extend the Contract term for two additional one-year periods, for a maximum total Contract term of five years, subject to 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, subject to Contractor performance and the availability of funding.

## **2.6 Contract Rates**

The Contractor's rates/fees will remain firm and fixed for the first three years of the Contract.

The County may, at the discretion of the Director of Public Health, provide cost of living increases (COLA) to be applied in the option years, if exercised, for which the Contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which will be the effective date for any COLA. However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living

wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless Contractor can show that his/her labor cost will actually increase.

## **2.7 Days of Operation**

Contractor will be required to provide as-needed security guard services 24 hours a day, seven days per week, as outlined in Sample Contract, Exhibit A-1 and A-2 Statement(s) of Work, Paragraph(s) 5.0.

## **2.8 Indemnification and Insurance**

Contractor is required to comply with the indemnification provisions contained in Appendix A (Sample Contract), Paragraph 10 (Indemnification). 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 Appendix A (Sample Contract), Paragraphs 11 (General Provisions for all Insurance Coverage) and 12 (Insurance Coverage).

# **3 BIDDER'S MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Sample Contract Exhibit A-1 and/or Exhibit A-2, Statement(s) of Work are invited to submit bids.

- 3.1** Bidder must have at least five years of continuous experience providing unarmed and/or armed security guard services within the last seven years, comparable to the services identified in Sample Contract Exhibit A-1 and/or Exhibit A-2 Statement(s) of Work.
- 3.2** Bidder must have a minimum of 20 total certified armed/unarmed Security Guard personnel on staff or on-call at all times. Security Guard requirements are outlined in Section 3.2 of Sample Contract Exhibit A-1 and/or Exhibit A-2 Statement(s) of Work.
- 3.3** Bidder must have an office location in Los Angeles County.
- 3.4** If a Bidder's 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 \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

# **4 COUNTY'S RIGHTS AND RESPONSIBILITIES**



#### **4.1 County's Right to Amend Invitation for Bids (IFB)**

The County has the right to amend this IFB by written addendum. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this IFB. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid 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.

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

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a 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.

#### **4.3 County Option to Reject Bids**

The County may, at its sole discretion, reject any or all Bids submitted in response to this solicitation. 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 reserves the right to waive inconsequential disparities in a submitted Bid.

#### **4.4 Background and Security Investigations**

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

### **5 NOTIFICATION TO BIDDERS**

#### **5.1 Notice to Bidders Regarding the Public Records Act**

**5.1.1** Responses to this solicitation 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 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 the Department'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."

- 5.1.2 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 will 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.**

## 5.2 Contact with County Personnel

Any contact regarding this IFB or any matter relating thereto must be in writing and may be, e-mailed, as follows:

Megan O'Brien  
Contracts and Grant Analyst  
Mo'brien@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.

## 5.3 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/>.

## 5.4 Protest Process

- 5.4.1 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 Section 5.4.3 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 committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

**5.4.3 Grounds for Review**

Unless State or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action are limited to the following:

**5.4.3.1** Review of Solicitation Requirements (Reference Paragraph 9.1)

**5.4.3.2** Review of a Disqualified Bid (Reference Paragraph 9.2)

**5.4.3.3** Review of Department's Proposed Contractor Selection (Reference Paragraph 9.3)

**5.5 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse or economic dependent of such employee(s), will be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder must certify that he/she is aware of and has read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 3 (Proposer's Certification of Compliance) of Appendix C (Required Forms).

**5.6 Determination of Contractor Responsibility**

**5.6.1** 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.

**5.6.2** 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 will not be the basis of a determination that the Bidder is not responsible.

**5.6.3** The County may declare a Bidder to be non-responsible for purposes of this 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.

**5.6.4** If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department 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. The Department 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 the Department's recommendation.

**5.6.5** If the Bidder presents evidence in rebuttal to the Department, the Department 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 will reside with the Board of Supervisors.

**5.6.6** These terms will also apply to proposed subcontractors of Bidders on County contracts.

## **5.7 Contractor Debarment**

**5.7.1** Bidders are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Bidder 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. These terms will also apply to proposed subcontractors of proposers on County contracts.

- 5.7.2** 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/>.

## **5.8 Gratuities**

### **5.8.1 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 a contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a contract.

### **5.8.2 Bidder Notification to County**

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

### **5.8.3 Form of Improper Consideration**

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

## **5.9 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 each Bidder's responsibility 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](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

## **5.10 Consideration of GAIN/GROW Participants for Employment**

**5.10.1** 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.

**5.10.2** Bidders who are unable to meet this requirement will not be considered for contract award. Bidders must complete and return Exhibit 3 (Proposer's Certification of Compliance) of Appendix C (Required Forms), along with their Bid.

## **5.11 Jury Service Program**

**5.11.1** The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective contractors should carefully review the Jury Service Ordinance and Paragraph 29 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract). The Jury Service Program applies to both contractors and their subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

**5.11.2** Bidders must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 3 (Proposer's Certification of Compliance). 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 3 (Proposer's 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 a Bidder's application, 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.

## **5.12 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 Bidders are restricted from legally notifying the County of pending acquisitions/mergers, then they should notify the County of the actual acquisition/merger as soon as the law allows and provide to the County the legal framework that restricted them from notifying the County prior to the actual acquisition/merger. This information must be provided by Bidders in Exhibit 2, (Proposer's Organization Questionnaire/Affidavit) of Appendix C (Required Forms). Failure of a Bidder to provide this information may eliminate its bid from any further consideration. Bidders have a continuing obligation to notify the County and update any changes to their response in Exhibit 2 (Proposer's Organization Questionnaire/Affidavit) during the solicitation.

## **5.13 Bidder's Charitable Contributions Compliance**

**5.13.1** 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. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

**5.13.2** All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 3 (Proposer's Certification of Compliance) in Appendix C (Required Forms) certifying: 1) they do not currently receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement, or 2) 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. A completed Exhibit 3 (Proposer's Certification of Compliance) is a required part of any agreement with the County.



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

#### **5.14 Defaulted Property Tax Reduction Program**

**5.14.1** The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") ([Los Angeles County Code, Chapter 2.206](#)). Prospective contractors should reference the pertinent provisions in Paragraphs 79 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 80 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

**5.14.2** Bidders are required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 3 (Proposer's Certification of Compliance) in 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-compliance contractor ([Los Angeles County Code, Chapter 2.202](#)).

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

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

**5.15.1** 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.

**5.15.2** Bidders are required to complete Exhibit 3 (Proposer's 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 30 (Compliance with



County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

**5.16 Intentionally Omitted**

**5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

**5.17.1** 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).

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

**5.17.3** 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.

**5.17.4** Upon contract award or at any time during the duration of the agreement/contract, the selected 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.

**5.18 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

**5.18.1** 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](#).

**5.18.2** Bidders are required to complete Exhibit 3 (Proposer's Certification of Compliance) in Appendix C (Required Forms), certifying that they, and their subcontractors, 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.

## **5.19 Contractor Alert Reporting Database**

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

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

## **5.20 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.

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

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The bidder's CBE participation must be reflected in Exhibit 7 (Community Based Enterprise (CBE) Information) form in Appendix C (Required Forms). All Bidders must document good faith efforts they have taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under any contract awarded pursuant to this solicitation. Bidders must make documents related to these good faith efforts available to the County upon request.

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

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

## **6 COUNTY'S PREFERENCE PROGRAMS**

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

**6.1.1** The County of Los Angeles has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran 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.

**6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.4, and 6.5 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <http://dcba.lacounty.gov>.

**6.1.3** In no case will 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.

**6.1.4** 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.

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

The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204.030C.2 of the Los Angeles County Code](#).

**6.2.1** 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>

**6.2.2** 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 Federally Funded Solicitations”) from the DCBA with their bid.

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

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

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

**6.4.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).

**6.4.2** 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>.

**6.4.3** 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 Federally Funded Solicitations”) from the DCBA with their proposal.

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

**6.5.1** 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](#).

**6.5.2** 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>.

**6.5.3** Businesses requesting the DVBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix C (Required Forms) and submit a letter of certification from the DCBA with their bid.

### **6.6 Preference Program Enterprises (PPE) - Prompt Payment Program**

**6.6.1** It is the intent of the County that Certified Preference Program Enterprises (PPE) 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](#)).

## 7 IFB REQUIREMENTS

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

### 7.1 County Responsibility

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

### 7.2 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 will be at the Director’s sole judgment, which will be final.

### 7.3 IFB Timetable

The timetable for this IFB is as follows:

EVENT	DATE/TIME
Release of IFB	08/30/2023
Request for a Solicitation Requirements Review Due	09/6/2023
Written Questions Due	09/06/2023
Questions and Answers Released	By 3:00 PM (Pacific Time) on 09/13/2023
Bid Due	By 3:00 PM (Pacific Time) on 09/27/2023

### 7.4 Bidders’ Questions

Bidders may submit written questions regarding this IFB by e-mail to: Megan O’Brien at [Mo'brien@ph.lacounty.gov](mailto:Mo'brien@ph.lacounty.gov). All questions must be received by the date and time specified in Paragraph 7.3 (IFB Timetable). All questions, without

identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.

## **7.5 Bidders' Conference**

A Bidder's Conference will not be conducted for this IFB. Bidders may submit questions regarding this IFB as described in Section 7.4, Bidder's Questions.

## **7.6 Preparation of the Bid**

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

## **7.7 Bid Format and Review Process**

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

### **7.7.1 Bid Cover Letter**

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

Megan O'Brien Contract Analyst

County of Los Angeles, Department of Public Health

Contracts and Grants Division

5555 Ferguson Drive, 2nd Floor, Suite 210

Commerce, California 90022

The Bid Cover Letter must include the following:

- a. A statement indicating whether the Bidder intends to provide Armed or Unarmed Security Guard services, or both.
- b. A statement that the bid is submitted in response to the "ARP As-Needed Security Guard Services, IFB: #2023-007-ARP."
- c. The annual bid amount for Unarmed and/or Armed Security Guards.
- 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 and Exhibit A-1 and/or A-2 (Statement(s) of Work).
- e. The name, telephone number, and e-mail address of the Bidder's representative/contact person for the bid.

- f. The 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.

#### **7.7.2 Table of Contents**

The Table of Contents must be 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.

#### **7.7.3 Pricing Sheet(s) (Section A)**

Complete and submit Exhibit 9-I and/or Exhibit 9-II (Pricing Sheets) as provided in Appendix C (Required Forms). Bidders may bid to provide Unarmed Security Guard Services and/or Armed Security Guard Services. If bidding to provide both Unarmed and Armed, Bidder will submit both pricing sheets.

Complete and submit Exhibit 10 (Certification of Independent Price Determination and Acknowledgement of IFB Restrictions) as provided in Appendix C (Required Forms).

Bids will be examined to determine the lowest price. Should one or more of the 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:

The maximum number of possible points will be awarded to the lowest cost bid. All other bids will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Bidders request and be granted the preference, the cost component points 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 will any preference be combined to exceed 15% of the lowest responsible bid meeting specifications.

#### **7.7.4 Bidder's Qualifications (Section B)**

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

#### **7.7.4.1 Bidder's Background and Experience (Section B.1)**

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

Taking into account the structure of the Bidder's organization, Bidder must determine which of the below referenced supporting documents the County requires. 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, Bidders must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

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

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

The 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:**

The 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.

The review will include verification of references submitted, a review of the Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

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



Bidder must demonstrate that it has the ability to satisfy each of the Bidder's Minimum Mandatory Requirements as outlined in Section 3 of this IFB, and has the capability to perform the required services, as outlined in Exhibit A-1, and/or Exhibit A-2 (Statement(s) of Work) of Appendix A (Sample Contract) by completing Exhibit 8, Bidder's Affidavit of Adherence to Minimum Mandatory Requirements.

Bidders must also include an organizational chart in Section B.2 indicating the number certified Security Guard personnel currently on staff, in accordance with Bidder's Minimum Mandatory Requirements.

#### **7.7.4.3 Bidder's Pending Litigation and Judgments (Section B.3)**

The County will conduct a review of each Bidder's pending litigation and judgments. Bidders must identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five years. Additionally, Bidders must provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder.

A review to determine the magnitude of any pending litigation or judgments against the Bidder will be conducted by County.

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

Include the following forms as provided in Appendix C (Required Forms). Complete, sign and date all forms and if not submitted in previous Section submit in Section C.

- Exhibit 1 IFB Checklist
- Exhibit 2 Proposer's Organization Questionnaire/Affidavit
- Exhibit 3 Certification of Compliance
- Exhibit 4 Request for Preference Consideration
- Exhibit 5 Proposer's Debarment History and List of Terminated Contracts
- Exhibit 6 Declaration
- Exhibit 7 CBE Information (Excel)
- Exhibit 8 Bidder's Affidavit of Adherence to Minimum Mandatory Requirements
- Exhibit 9-I Pricing Sheet (Excel)
- Exhibit 9-II Pricing Sheet (Excel)

Exhibit 10 Certification of Independent Price Determination and Acknowledgement of IFB Restrictions

**7.7.6 Proof of Insurability (Section D)**

Bidders must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Sample Contract), Paragraphs 11 (General Provisions for all Insurance Coverage) and 12 (Insurance Coverage). If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a Contract may be submitted with the Bid.

**7.8 Bid Submission**

- 7.8.1 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 7.3, IFB Timetable, by e-mail transmission to the person identified in this IFB, Section 5.2, Contact with County Personnel.
- 7.8.2 Bidders must submit one copy of the bid in response to this IFB in the format prescribed herein and clearly marked **"Bid Submission for As-Needed Security Guard Services, IFB: #2022-007"** in the subject line of the e-mail transmission.
- 7.8.3 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.
- 7.8.4 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.

**8 SELECTION PROCESS OVERVIEW**

**8.1 Review Process**

The lowest price bid will be reviewed to determine whether it is responsive and responsible. 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(s) 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, from the pool of lowest equal bid price bidders.

## **8.2 Adherence to Minimum Requirements**

County will review Exhibit 2 (Proposer's Organization Questionnaire/Affidavit) of Appendix C (Required Forms), Exhibit 8 (Bidder's Affidavit of Adherence to Minimum Mandatory Requirements) of Appendix C (Required Forms), and organizational chart submitted in Section B.2 to determine if the Bidder meets the minimum mandatory requirements as outlined in Paragraph 3 of this IFB.

Failure of Bidders to comply with the minimum requirements may eliminate its bid from any further consideration. The County may elect to waive any informality in a bid if the sum and substance of the bid is present.

# **9 PROTEST PROCESS OVERVIEW**

## **9.1 Solicitation Requirements Review**

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

- 9.1.1** The request is made within the time frame identified in the solicitation document (generally within 10 business days of the issuance of the solicitation document);
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a bid;
- 9.1.3** The request Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts either that:
  - 9.1.4.1** application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
  - 9.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from Bidders.

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

## **9.2 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, the Department will notify the Bidder in writing.

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

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

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

### **9.3 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 Paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will be specified by the department.

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

- 9.3.1** The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the department);
- 9.3.2** 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:
  - 9.3.2.1** The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - 1)** Failure to correctly apply the standards for reviewing the bid format requirements.
    - 2)** Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.

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

9.3.2.2 The Department 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.

9.3.2.3 Another basis for review as provided by State or federal law; and

9.3.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department'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, the Department representative will 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 will additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review (see Paragraph 9.4 below).

#### 9.4 County Independent Review

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 the Department in the Department'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:

9.4.1 The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and

9.4.2 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 Paragraph 9.3 (Proposed Contractor Selection Review) above. Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Bidder.

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**AS-NEEDED SECURITY GUARD SERVICES**



15I. Data Destruction .....	39
15J. Cost of Living Adjustments (COLA).....	40
16. Conflict of Terms .....	40
17. Contractor's Offices.....	41
18. Notices.....	41
<b><u>ADDITIONAL PROVISIONS (AP)</u></b>	
19. Administration of Contract.....	42
20. Assignment and Delegation/Mergers or Acquisitions .....	44
21. Authorization Warranty.....	45
22. Budget Reduction.....	45
23. Contractor Budget and Expenditures Reduction Flexibility.....	45
24. Complaints.....	46
25. Compliance with Applicable Law .....	47
26. Compliance with Civil Rights Law .....	48
27. Compliance with the County's Jury Service Program.....	49
28. Compliance with County's Zero Tolerance Policy on Human Trafficking .....	51
29. Compliance with Fair Chance Employment Practices .....	51
30. Compliance with the County's Policy of Equity.....	51
31. Conflict of Interest .....	52
32. Consideration of Hiring Gain/Grow Participants .....	53
33. Contractor Responsibility and Debarment.....	53
34. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	57
35. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	57
36. County's Quality Assurance Plan .....	58
37. Service Delivery Site – Maintenance Standards .....	58
38. Rules and Regulations .....	58
39. Damage to County Facilities, Buildings or Grounds .....	59
40. Employment Eligibility Verification.....	59
41. Default Method of Payment: Direct Deposit or Electronic Funds transfer .....	60



42. Counterparts Electronic Signatures and Representations.....	61
43. Fair Labor Standards.....	61
44. Fiscal Disclosure .....	62
45. Force Majeure .....	62
46. Governing Law, Jurisdiction, and Venue.....	62
47. Health Insurance Portability and Accountability Act of 1996 (HIPAA) .....	63
48. Independent Contractor Status .....	63
49. Licenses, Permits, Registrations, Accreditations, Certificates.....	64
50. Nondiscrimination and Affirmative Action.....	63
51. Non-Exclusivity.....	67
52. Notice of Delays .....	67
53. Notice of Disputes .....	67
54. Notice to Employees Regarding the Federal Earned Income Credit.....	67
55. Notice to Employees Regarding the Safely Surrendered Baby Law .....	68
56. Prohibition Against Inducement or Persuasion.....	68
57. Prohibition Against Performance of Services While Under the Influence .....	68
58. Public Records Act.....	68
59. Purchases .....	69
60. Real Property and Business Ownership Disclosure .....	71
61. Reports.....	73
62. Recycled Content Bond Paper .....	74
63. Prohibition from Participation in Future Solicitations .....	74
64. Staffing and Training/Staff Development.....	74
65. Subcontracting .....	75
66. Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program .....	75
67. Termination for Convenience .....	76
68. Termination for Default.....	77
69. Termination for Gratuities and/or Improper Consideration .....	78
70. Termination for Insolvency .....	79
71. Termination for Non-Appropriation of Funds .....	80

72. No Intent to Create a Third Party Beneficiary Contract .....	80
73. Time Off for Voting .....	80
74. Validity.....	81
75. Waiver .....	81
76. Warranty Against Contingent Fees .....	81
77. Warranty of Compliance with County’s Defaulted Property Tax Reduction Program .....	81
78. Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	82
79. COVID 19 Vaccinations of County Contractor Personnel.....	82
80. Injury and Illness Prevention Program.....	85

**STANDARD EXHIBITS**

- Exhibits A1 and A2 – Statements of Work
- Exhibit B – Intentionally Omitted
- Exhibit C – Schedule of Fees
- Exhibit D – American Rescue Plan Act Requirements
- Exhibit E – American Rescue Plan Act 2021 Additional Provisions
- Exhibit F – Contractor’s EEO Certification
- Exhibit G – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit H – Health Insurance Portability and Accountability Act (HIPAA) -  
Inadvertent Access
- Exhibit I – Safely Surrendered Baby Law
- Exhibit J – IRS Notice 1015
- Exhibit K – County Administration
- Exhibit L – Contractor Administration

**UNIQUE EXHIBITS**

- Exhibit M – Charitable Contributions Certification

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

**DEPARTMENT OF PUBLIC HEALTH  
SERVICES CONTRACT**

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

by and between COUNTY OF LOS ANGELES (hereafter  
"County")  
and \_\_\_\_\_  
(hereafter "Contractor").

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

WHEREAS, on November 21, 2023, the Board delegated authority for the County's Director of the Department of Public Health (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for As-Needed Security Services to preserve and protect the public's health; and

WHEREAS, County is authorized by Government Code Section 53703 et seq., to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, and other public services; and

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

WHEREAS, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF"); and

WHEREAS, County has received a direct payment of ARP Funds, which may only be used to cover costs incurred beginning March 3, 2021 and ending December 31, 2024 with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
  2. To respond to workers performing essential work during the COVID-19 public health emergency;
  3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
  4. To make necessary investments in water, sewer or broadband infrastructure;
- and

WHEREAS, the U.S. Treasury ("Treasury") has issued an Interim Final Rule (31 C.F.R. Part 35), Compliance and Reporting Guidance, and Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractor receiving ARP Funds; and

WHEREAS, on July 27, 2021, the County's Board adopted a spending plan ("Spending Plan") totaling \$975.0 million for COVID-19 related expenditures ("ARP Funds"); and

WHEREAS, on September 15, 2022 the County's Board extended all Phase One spending plan authorizations, delegations of authority, and waivers approved by the Board to implement the ARP Phase Two spending plan; and

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

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide as-needed security services for compensation, as set forth herein; and

WHEREAS, County has been allocated funds from the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC), Assistance Listing Number (ALN) 93.232, California Department of Public Health Future of Public Funding, ARP Funds ALN 21.027, of which portions have 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 A1, A2, C, D, E, F, G, H, I, J, K, L, and M, 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 A1 and A2 – Statements of Work
- Exhibit B – Intentionally Omitted
- Exhibit C – Schedule of Fees
- Exhibit D – American Rescue Plan Act Requirements
- Exhibit E – American Rescue Plan Act 2021 Additional Provisions
- Exhibit F – Contractor’s EEO Certification
- Exhibit G – Contractor Acknowledgement and Confidentiality Agreement or  
Contractor Acknowledgement, Confidentiality, and Copyright  
Assignment Agreement
- Exhibit H – Health Insurance Portability and Accountability Act (HIPAA) -  
Inadvertent Access
- Exhibit I – Safely Surrendered Baby Law
- Exhibit J – IRS Notice 1015
- Exhibit K – County’s Administration
- Exhibit L – Contractor’s Administration

Unique Exhibits

- Exhibit M – 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(s) of Work, Exhibits A1 and A2.

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

3. DESCRIPTION OF SERVICES:

A. Contractor must provide services in the manner described in Exhibits A1 and A2 (Statement(s) 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 will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

4. TERM OF CONTRACT:

This Contract is effective January 1, 2024 through December 31, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify Public Health 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 Public Health at the address herein provided under the NOTICES paragraph.

5. CONTRACT RATE/FEE:

A. Contractor will be paid according to Exhibit C, Schedule of Fees.

B. County does not guarantee any minimum or maximum amount of utilization of Contractor services, and Contract services may or may not be utilized at the County's discretion.

C. 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, 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.

D. Contractor must maintain a system of record keeping that will allow it to determine when it has incurred seventy-five percent (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.

E. 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. The rates/fees specifically listed in Exhibit - C, Schedule of Fees, will be the maximum rates/fees payable by the County for the term of this Contract.

B. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits A1 and/or A2, Statement(s) of Work.

C. County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

D. Contractor will invoice the County monthly in arrears. All invoices must include a financial invoice and all required reports and/or data, clearly reflecting 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.

E. All work performed, and all invoices submitted by Contractor pursuant to services under this Contract must receive the written approval of County's Project Manager, who is responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

F. **Invoice Content.** The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the service requests. Each invoice submitted by Contractor shall include a billing

summary of the services performed. The monthly billing summary reports are due by the fifteenth (15th) working day of every month following the month in which services were provided. The billing summary report must, at a minimum, include the following information:

- Contract number;
- Type of Service Requested;
- Period of performance of work being invoiced;
- Names of persons who performed the work;
- Number of hours worked by each person;
- Location where services were performed;
- The total amount of the invoice.

G. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice, in accordance with Exhibit C, Schedule of Fees.

H. While payments will be made in accordance with the fee-for-service rate(s) set out in Exhibit C, Schedule of Fees, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in Exhibit C, Schedule of Fees, Contractor will be reimbursed only for the actual costs. In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs. Regardless of the amount of costs incurred by Contractor, in no event will the County pay or is obligated to

pay Contractor more than the fees for the units of service provided up to the Contract maximum obligation.

I. Invoices must be submitted directly to Evie Chein at [echein@ph.lacounty.gov](mailto:echein@ph.lacounty.gov), Vincent The-Vu Ngyen at [vinguyen@ph.lacounty.gov](mailto:vinguyen@ph.lacounty.gov), and Kevin Liao at [kliao@ph.lacounty.gov](mailto:kliao@ph.lacounty.gov) .

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

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

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall 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.

K. Upon expiration or prior termination of this Contract, Contractor must 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 constitutes Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

L. 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 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.

M. 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. 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 to this Contract will be prepared by Director and executed by Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this

Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to ten percent (10%) above or below each period's annual base maximum obligation, and make corresponding service adjustments, as necessary, an amendment will be prepared by Director and executed by Contractor and Director, as authorized by the County's Board of Supervisors, and will be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice will be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice will be incorporated into and become part of this Contract.

8. 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, or agents 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, and agents providing services hereunder of the confidentiality provisions of this Contract.

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



9. 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.

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

11. 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 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 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 Contractor's name 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 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 - 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 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 ratings of not less than A:VII unless otherwise approved in writing 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, 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 will pay full compensation for all costs incurred by County.

I. 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.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must 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 the expiration, termination, or cancellation of this Contract.

K. 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.

L. 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.

M. 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.

N. 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.

O. Firearm Liability: Contractor is liable for any damage or injury resulting from the accidental discharge of security guard firearm. In the event of an incident involving misuse of authority and/or violation of firearm regulations by security guards, the County Project Manager may proceed with an administrative investigation. Contractor must fully cooperate with County in such situation, including but not limited to, providing documentation requested by the County Project Manager and allowing Contractor security guards to be interviewed at a County facility.

12. 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 for Unarmed \$10 Million for Armed
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$2 Million for Unarmed \$20 Million for Armed

The policy must also provide liability coverage for Assault and Battery, as well as Errors and Omissions; Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability must also be covered.

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.

13. RECORD RETENTION AND AUDITS:

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

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

[AC Contract Accounting and Administration Handbook - June 2021](https://www.lacounty.gov/contract-accounting-administration-handbook)  
([lacounty.gov](https://www.lacounty.gov))

This Contract includes federal funding. As such, Contractor must adhere to strict fiscal and accounting standards and comply with Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

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

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which must include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs 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 services claimed under this Contract. Such records must be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the

person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven years following expiration or earlier termination of this Contract, or until federal, State, and/or County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours, with 10 calendar days' notice, 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 will permit such inspection or audit to take

place at an agreed to outside location, and Contractor will 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 will include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

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

D. Independent Audit: Contractor's financial records must be audited by an independent auditor in compliance with 2 CFR 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States,

and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 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 must 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 must be made available for review by federal, State, or County representatives 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 must fully cooperate with County's representatives. Contractor allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 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, will be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" means 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" means 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, Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within 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 will be paid to Contractor, not to exceed the County maximum contract obligation.

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), 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 will constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.



14. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. 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 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.

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

15A. 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 H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or

raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

15B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A  
FEDERALLY FUNDED PROGRAM:

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

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

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

15C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED  
TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the

County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision constitutes a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

15D. WHISTLEBLOWER PROTECTIONS:

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

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a

federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

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

15E. MOST FAVORED PUBLIC ENTITY: If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

15F. 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, it 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 this 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.

15G. 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% of the amount of this 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.

15H. 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% of the amount of this 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.

15I. 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.

15J. COST OF LIVING ADJUSTMENTS (COLA): If requested by Contractor, this Contract amount (hourly, daily, monthly, etc.) may, at the sole discretion of the County, be increased annually after the initial two year term, based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) (CPI) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the Contract anniversary date, which will be the effective date for any COLA. However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1, for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion, exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless Contractor can show that his/her labor cost will actually increase. Further, any COLA increase will take effect and become part of this Contract only after a written amendment to this Contract first has been formally approved and executed by the parties.

16. 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.

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

18. 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 will be addressed as follows:

(1) Department of Public Health  
Clinic Services  
Kevin Liao and Jasmine Ting  
241 N. Figueroa Street, Suite 306D  
Los Angeles, CA 90012

Attention: Project Director

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

Attention: Division Chief

B. Notices to Contractor will be addressed as follows:

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

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

19. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health has 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 any subcontractor(s) 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 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 Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within 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.

20. 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 a pending acquisition/merger, then it should notify the County of the actual acquisition/merger 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 acquisition/merger.

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 is 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, 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.

21. 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.

22. 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.

23. 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.

24. 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 must include, but not be limited to, when and how County clients or customers are to be informed of the procedures to file a complaint.

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

D. 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.

E. If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.

F. 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.



G. 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.

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

25. 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.

26. 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 F – Contractor’s EEO Certification.

27. 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 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.

(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.

28. 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, that Contractor or member of Contractor's staff will be removed immediately from performing services under this Contract. County is not 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.

29. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor 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.

30. 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 and its employees acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor or its employees 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.

31. 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.

32. 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.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

B. Chapter 2.202 of the County Code: 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.

34. 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 I (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>

35. 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).

36. 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.

37. 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 will include a review of compliance with the provisions of this Paragraph.

38. 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 Contractor's responsibility to acquaint persons

who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that: (1) such person has violated said rules or regulations, or (2) such person's actions while on County premises indicate that such person may do harm to County patients, staff, or other individuals.

39. 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.

40. 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.

41. 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.

42. 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 will 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 and received via communications facilities (e.g., facsimile or email), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

43. 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.

44. FISCAL DISCLOSURE: Contractor must 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.

45. 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, other natural occurrences, strikes, lockouts, 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. 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.

46. 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.

47. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit H.

48. INDEPENDENT CONTRACTOR STATUS:

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

49. 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.

50. 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, 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 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 Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that 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.

51. 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.

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

53. 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.

54. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor must 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 Internal Revenue Service Notice No. 1015.

55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor must 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 I (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

56. 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.

57. 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.

58. 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.

59. PURCHASES:

A. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County retains all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any Contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of

Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the Contractor's part. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

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

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

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

60. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor must 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 may only charge the program for costs of ownership. Costs of ownership 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 must be appended to such affidavit and made a part thereof.

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

61. REPORTS: Contractor must submit reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the

provision of services hereunder. However, in no event may County require such reports unless Director has provided Contractor with at least 30 calendar days' prior written notification thereof. Director's notification will provide Contractor with a written explanation of the procedures for reporting the information required.

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

63. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S): A Proposer, or a Contractor or its subsidiary ("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 Contract.

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

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

65. SUBCONTRACTING:

Subcontracting is not allowed under this Contract.

66. 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 Contractor, pursuant to County Code Chapter 2.202.

67. 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 written 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 not terminated by such notice of termination.

Further, after receipt of a notice of termination, Contractor must submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice no 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 will be final. After such determination is made, County will 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, must retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence must be retained by Contractor at a location in Los Angeles County and 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.

68. 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.

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, 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, 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.

69. 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 is 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 consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

70. 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.

71. 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 will automatically 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.

72. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person acquires any rights as a third party beneficiary under this Contract.

73. TIME OFF FOR VOTING: Contractor must 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 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.

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

75. 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.

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

77. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

78. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the 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.

79. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

A. At Contractor's sole cost, Contractor must comply with all applicable local, State, and federal laws, regulations, orders, policies and requirements that require its staff to be vaccinated against the novel coronavirus 2019 ("COVID-19").

B. If required by any applicable local, State, or federal law, regulation, order, policy and requirement to do so, all employees of Contractor and persons working on its behalf (collectively, "Contractor Personnel"), will be fully vaccinated against COVID-19 prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

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

D. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital

record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH) vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

E. Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet some or all of the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract, as determined by Public Health:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

2. Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

80. 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.

/

/

/

/

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

Revised 10-2022 – Approved by Counsel



## STATEMENT OF WORK

### As-Needed Security Guard Services – Unarmed Guards

#### 1.0 SUMMARY

To support its ongoing efforts in combating the novel coronavirus-19 disease (COVID-19) and Monkeypox, the County requires security teams that can be rapidly deployed to various facilities and settings (i.e. homeless shelters, homeless encampments, drive thru testing, and quarantine isolation sites where emerging communicable diseases present a risk to the public), to provide security for County personnel while they perform COVID-19 and/or Monkeypox field-based clinical services, and for clients who are receiving services at quarantine isolation sites.

#### 2.0 SERVICES TO BE PROVIDED

- 2.1 Contractor will provide qualified security guards to provide overall safety and security to County personnel and clients for the entire duration of field-based clinical services on an as-needed basis.
- 2.2 The County does not guarantee any minimum or maximum amount of utilization of Contractor services, and Contract services may or may not be utilized, at County's sole discretion.
- 2.3 If called for as-needed security services, the minimum number of hours per security guard, per deployment, is five hours.
- 2.4 Contractor will be compensated for services provided in accordance with Exhibit C-1, Pricing Sheet.

#### 3.0 RESPONSIBILITIES

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

##### COUNTY

##### 3.1 Responsibilities

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

- 3.1.1 Monitoring Contractor's performance in the daily operation of the Contract.
- 3.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.

3.1.3 Preparing amendments in accordance with Paragraph 8 of the Contract, Alterations of Terms/Amendments.

3.1.4 **County's Project Manager or designee:** Person designated to manage the operations under the Contract.

The County's Project Manager or designee is responsible for:

- a. Managing inspection of any and all tasks, deliverables, services and other work provided by Contractor.
- b. Notifying Contractor when security services are required at site(s), at a minimum by 12 noon the day prior to the event.
- c. Providing Contractor the type of field-based clinical services (i.e. COVID-19 testing at congregate facilities such as homeless shelter or outdoor drive-thru testing, or quarantine isolation site), the duration and time security services are needed, the number of County personnel reporting to the site, number of persons anticipated to receive field-based clinical services, number of clients at a quarantine or isolation site, level of engagement with field team, and central designated site(s) for security guards to meet with County personnel to receive instructions.

## **CONTRACTOR**

### **3.2 Personnel**

- 3.2.1 Contractor will provide required number of qualified unarmed security guards on an as-needed basis at various locations and settings.
- 3.2.2 Assure all security guards are fully trained by Contractor in their assigned tasks when performing services under the Contract, including properly maintaining and safely handling batons.
- 3.2.3 Contractor must, at Contractor's sole expense, provide all uniforms, radio equipment, batons, pepper spray, handcuffs, and other related accessories for use by all security guards.
- 3.2.4 All uniforms, equipment, and related accessories used by the security guards to provide services under the Contract must be kept clean and maintained according to manufacturer's standards.
- 3.2.5 Security guards will wear safety and protective gear in accordance with Occupational Safety and Health Administration (OSHA) standards, federal and State regulations and guidelines, and as recommended by the County.

- 3.2.6 In the event that a scheduled security guard is unable to report on time for a work shift, or is out ill for the day, Contractor must advise the County Project Manager three hours prior to the scheduled starting time and provide a substitute security guard within one hour of the scheduled work shift.
- 3.2.7 Contractor is responsible for making parking arrangements and paying parking fees for security guards to work at various facilities and settings for field-based clinical services and events. The County will not make any special parking arrangements for security guards.
- 3.2.8 Security guards must have transportation to and from various field-based locations.
- 3.2.9 Contractor must have available and provide upon request by the County, the names of the Contractor's security personnel, their titles, applicable certifications and/or licenses, and experience in providing services hereunder.
- 3.2.10 Contractor's security guards and administrative personnel must maintain confidentiality of any clients and/or facilities and/or related information viewed or obtained while conducting security services.
- 3.2.11 Contractor will ensure that all personnel providing services hereunder obtain and maintain in effect during the term of the Contract, all licenses, permits, registrations and certificates required by law or accrediting agencies that are applicable to their performance hereunder. Contractor must also comply with federal and State labor laws, including OSHA standards.

The Contractor's assigned personnel will include, but not be limited to, the following:

- 3.2.12 **Contractor's Project Manager:** Person designated by Contractor to act as the central point of contact with the County.

The County must have access to Contractor's Project Manager during normal working hours as designated in Section 7.0, Work Schedules. Contractor must provide a telephone number where the Project Manager may be reached on an 8-hour per day basis during those hours.

Contractor's Project Manager is responsible for:

- Planning, coordinating, directing, and overseeing the work performed by the security guards.
- Participating in meetings with the County, as needed, to discuss updates and/or concerns.

- 3.2.13 **Unarmed Security Guards:** Unarmed security guards must meet all of the following qualifications:
- a. Have a minimum of one year of experience as a Licensed Security Guard.
  - b. Hold a valid registered Security Guard License from the California Bureau of Security and Investigative Services.
  - c. Satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services, Article 9, Skills Training Course for Security Guards.
  - d. Licensed to carry oleoresin capsicum spray (pepper spray).
  - e. Follow all federal, State, and local laws that apply to the provision of security guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and follow all Department rules and regulations.
- 3.2.14 Contractor must submit to the County Project Manager a summary report by the 30<sup>th</sup> day of each month, including the details of the event/services delivered. This report will state recommendations for future improvements.

#### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in this Statement of Work, and further described in Paragraph 8.17 of the Contract, County's Quality Assurance Plan.

##### **4.1 Meetings**

Contractor will attend scheduled weekly, monthly, or quarterly meetings.

##### **4.2 County Observations**

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

#### **5.0 WORK SCHEDULES**

Contractor must, upon at least 12 hours' notice, provide unarmed security guards at such times and places as described in section 3.1.4.b, above, as requested by the County's Project Manager or designee.

Security guards may be deployed to work as-needed Monday through Sunday, during daytime hours, evenings and weekends, and will be allowed a 30-minute unpaid lunch break and two 15-minute paid breaks during an 8-hour shift.

## **Emergencies**

The Director, in their sole discretion, may determine that an emergency or unforeseen incident jeopardizes the health and safety of County personnel, requiring unarmed security guards. In this event and when feasible, Contractor must make every effort to respond by sending security guards within three hours.

## **6.0 SPECIFIC WORK REQUIREMENTS – CONTRACTOR**

- 6.1 Contractor will provide qualified security guards to provide overall safety and security to County personnel and clients for the entire duration of field-based clinical services.
- 6.2 After receiving information as described in the section 3.1.4.b., above, Contractor will conduct an assessment to determine the level and number of security guards needed (i.e., uniforms versus plain clothed security, security foot patrols, equipment, etc.), and provide a written recommendation for required security staffing to the County within four hours of the request for services. A standard rule of thumb will be one security guard/bodyguard per every four County personnel. Depending on the location and services to be provided, the level of security will be adjusted.
- 6.3 Contractor and its security personnel must maintain confidentiality of facility locations and clients served.
- 6.4 Security guards will ensure the safety and security of County personnel and clients at quarantine isolation sites.
- 6.5 Contractor will provide specific services at quarantine isolation sites, as further described in Attachment A.

---

## **Quarantine Isolation Site Post Orders**

**ADDRESS** – 3101 S. Figueroa St, Los Angeles CA 90007

**OBJECTIVE** – The Department of Public Health requires two unarmed security officers to secure the property from theft and/or property damage and help maintain a safe environment for clients, visitors, and staff.

Both guards are to ensure that no unauthorized individuals access the property. When unsure of who is allowed on property, guards should ask the front desk.

If an unauthorized person is on property, guards should ask them to leave, and if they refuse, ask for assistance from quarantine isolation site staff and/or call the police.

**Daily Activity Reporting** – All guards must complete a Paper and Digital Daily Activity Report (DAR) and submit at the completion of each shift.

- **Paper DARs** can be found at the front desk and are completed throughout the shift. The report should include all interactions that occur on the property. For example, any interactions with clients, when patrolling the property, communicating with County or property staff, whenever the front gate is open to let someone in or out, etc. Multiple pages should be used, if necessary. Paper DARs should be turned in to the front desk clerk at the completion of each shift.
- **Digital DARs** are to be completed via mobile device. Digital DARs are only completed once a day at the end of each shift. County will provide access to the Digital DAR. Digital DARs should include the information asked, *as well as* a picture of the paper DAR completed during the shift, which can be uploaded using the “Picture DAR Upload” button found at the bottom of the digital DAR form.

DAR completion is a requirement for working at any quarantine isolation site.

### **POSTS**

- **POST 1. – Rear of Property** -- Overall duties are to post the rear of the parking lot to ensure that no persons jump the gate to enter the property. This post requires guards to monitor motel rooms to track clients who are leaving their rooms to visit others on the property or leave the property. If a client leaves their room, guards should ask them if they need anything and inform them that it is encouraged that they stay in their room, or be directly in front of it. This post

also requires guards to patrol the property **every 30 minutes**. During patrols, guards must also scan the QR Codes (see locations below) using the QR Patrol App provided by the County.

- **POST 2. – Front of Property** -- Overall duties are to post at the entrance gate and screen individuals who need to access or exit the property. Guards should only allow those with official business to access the motel. This post requires the guard to **remain at the front gate at all times** during the shift. Guards should greet visitors and clients and ask how they can be helped. If a client wants to leave, the guard must make sure of the following and add all interactions to the paper

DAR:

- Their name and room number
- Whether they checked out with the front desk clerk
- Where they are going
- When they plan to return
  - *Guards should encourage them to remain quarantined and return to their room and/or explore another option for them instead of leaving the premises.*

QR Patrol App and Digital DAR will be provided by County.

- Ask County contact for QR Patrol log-in information

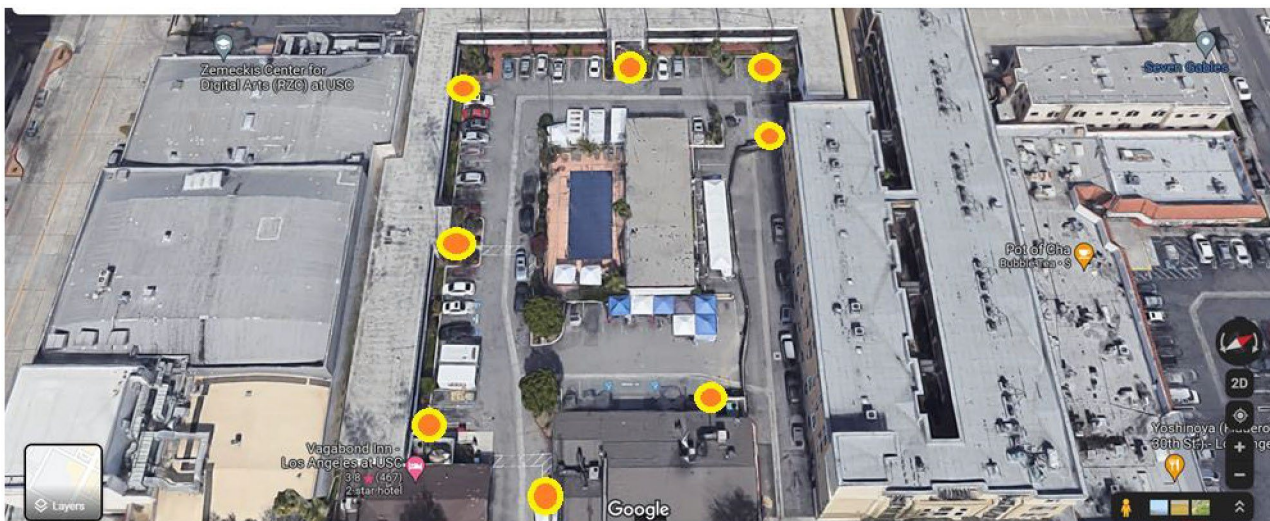
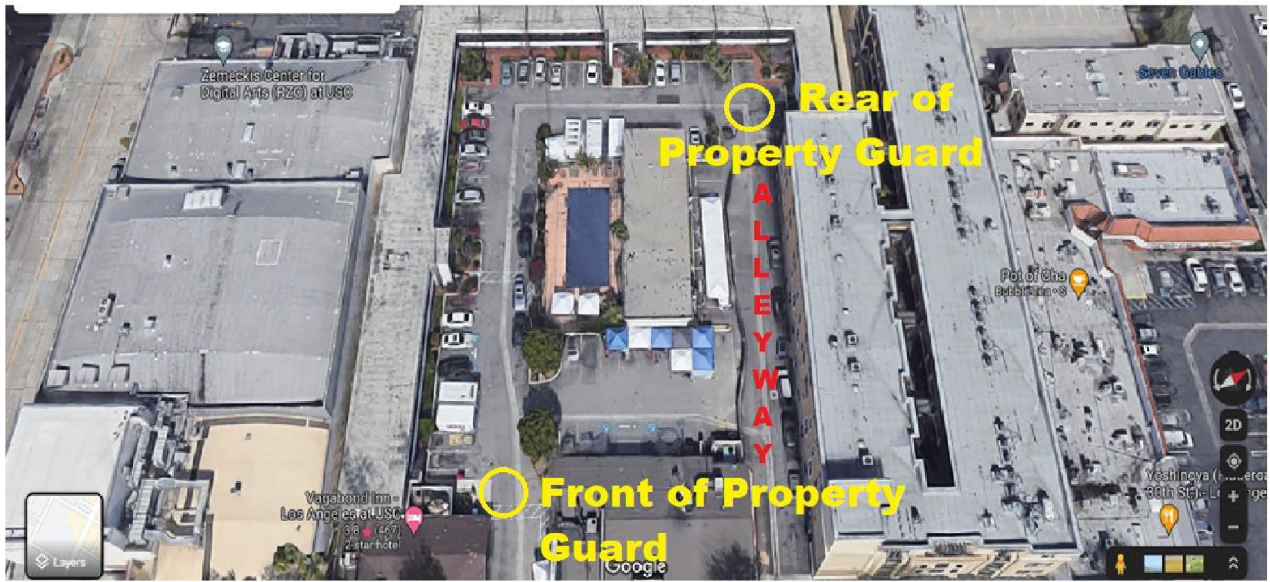
**UNIFORM** - Dark grey uniform shirt with security badge, undershirt should be either black or white, black slacks, black socks, black shoes, black belt, security baseball cap (hat), flashlight, **and face mask for personal protection**

**ALL GUARDS SHOULD:**

- Be punctual (10 minutes early)
- Be visible and look for ways to be helpful; guards are not allowed to sit in a car while on duty
- Pass down post-specific information to the guard coming on-site
- Complete the **Digital DAR** at the completion of shift
- Keep Security Office door open (**DO NOT CLOSE THE DOOR**)
- Always de-escalate conflicts; guards should not argue or become combative
- Be friendly and professional without socializing excessively with staff and/or clients
- Be kind and courteous at all times
- Always wear **face mask or covering**
- Stay on-site until relief guard arrives

**GUARDS ARE ALLOWED TO SWITCH POSTS OR REMAIN AT ONE POST.  
IF GUARDS CANNOT AGREE, THEY MUST SWITCH POSTS EVERY TWO  
HOURS**





QR Code Locations



COUNTY OF LOS ANGELES  
**Public Health**

**NO WEAPONS • NO ALCOHOL • NO DRUG PARAPHERNALIA**

These items are not permitted at any Weingart Center Association facility.

**OTHER PROHIBITED ITEMS**



**AEROSOL SPRAYS**

- Disinfectant
- Hairspray
- Spray Paint
- Pepper Spray/Mace



**APPLIANCES**

- Coffee Pots
- Microwaves
- Refrigerators
- Radios



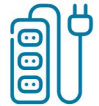
**CLEANING SUPPLIES**

- Buckets
- Brooms
- Mops
- Spray Bottles



**ELECTRICAL HEATING DEVICES**

- Hot Plate
- Iron
- Steamer



**ELECTRICAL CORDS**

- Extension Cords
- Power Strips



**FLAMMABLE ITEMS**

- Candles
- Incense
- Torch/Butane Lighters



**HOUSEHOLD CHEMICALS**

- Multipurpose Cleaner
- Bleach
- Solvents
- Hair Dye/Hair Bleach



**RECYCLABLES**

- Cans
- Bottles
- Metals



**HOUSEHOLD GOODS/FURNITURE**

- Area Rugs
- Glass/Metal/Ceramic Cups or Dishes
- Lamps, Tables



**EXCESSIVE ITEMS**

- No more than two 10-gallon bags of personal belongings (equivalent to two suitcases)



**TENTS**



**STEREOS/SPEAKERS/RADIO**



**MILK CRATES**



**PLANTS**



**PERISHABLE ITEMS**



**ICE CHESTS/COOLERS**

**EXCEPTIONS**



**BICYCLES**

- Must be registered with Weingart Center
- No Motors



**ELECTRICAL FANS**

- 10" only



**TVs & COMPUTERS**

- TV Single Room, 22" max
- TV Dorm Room, 13" max
- Computer: Laptop only



**MIRRORS**

- Plastic only
- No glass

**SUBJECT TO APPROVAL**



**MUSICAL INSTRUMENTS**



**SMALL TRASH CAN**



**WALL PICTURES/DECOR**



**PLASTIC STORAGE BIN**

## STATEMENT OF WORK

### As-Needed Security Guard Services – Armed Guards

#### 1.0 SUMMARY

To support its ongoing efforts in combating the novel coronavirus-19 disease (COVID-19) and Monkeypox, the County requires security teams that can be rapidly deployed to various facilities and settings (i.e. homeless shelters, homeless encampments, drive thru testing, and quarantine isolation sites where emerging communicable diseases present a risk to the public), to provide security for County personnel while they perform COVID-19 and/or Monkeypox field-based clinical services, and for clients who are receiving services at quarantine isolation sites.

#### 2.0 SERVICES TO BE PROVIDED

- 2.1 Contractor will provide qualified security guards to provide overall safety and security to County personnel and clients for the entire duration of field-based clinical services on an as-needed basis.
- 2.2 The County does not guarantee any minimum or maximum amount of utilization of Contractor services, and Contract services may or may not be utilized, at County's sole discretion.
- 2.3 If called for as-needed security services, the minimum number of hours per security guard, per deployment, is five hours.
- 2.4 Contractor will be compensated for services provided in accordance with Exhibit C-2, Pricing Sheet.

#### 3.0 RESPONSIBILITIES

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

##### COUNTY

##### 3.1 Responsibilities

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

- 3.1.1 Monitoring Contractor's performance in the daily operation of the Contract.

- 3.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 3.1.3 Preparing amendments in accordance with Paragraph 8 of the Contract, Alterations of Terms/Amendments.
- 3.1.4 **County's Project Manager or designee:** Person designated to manage the operations under the Contract.

The County's Project Manager or designee is responsible for:

- a. Managing inspection of any and all tasks, deliverables, services and other work provided by Contractor.
- b. Notifying Contractor when security services are required at site(s), at a minimum by 12 noon the day prior to the event.
- c. Providing Contractor the type of field-based clinical services (i.e. COVID-19 testing at congregate facilities such as homeless shelter or outdoor drive-thru testing, or quarantine isolation site), the duration and time security services are needed, the number of County personnel reporting to the site, number of persons anticipated to receive field-based clinical services, number of clients at a quarantine or isolation site, level of engagement with field team, and central designated site(s) for security guards to meet with County personnel to receive instructions.

## **CONTRACTOR**

### **3.2 Personnel**

- 3.2.1 Contractor will provide required number of qualified armed security guards on an as-needed basis at various locations and settings.
- 3.2.2 Assure all security guards are fully trained by Contractor in their assigned tasks when performing services under the Contract, including properly maintaining and safely handling firearms and batons.

- 3.2.3 Contractor must at Contractor's sole expense, provide all uniforms, firearms, ammunition, batons, radio equipment, pepper spray, handcuffs, and other related accessories for use by all security guards.
- 3.2.4 All uniforms, firearms, ammunition, equipment, and related accessories used by the security guards to provide services under the Contract must be kept clean and maintained according to manufacturer's standards.
- 3.2.5 Security guards will wear safety and protective gear in accordance with Occupational Safety and Health Administration (OSHA) standards, federal and State regulations and guidelines, and as recommended by the County.
- 3.2.6 Contractor is liable for any damage or injury resulting from the accidental discharge of security guard firearm. In the event of an incident involving misuse of authority or violation of firearm regulations by security guards, the County Project Manager may proceed with an administrative investigation. Contractor must fully cooperate with County in such situation, including but not limited to, providing documentation requested by the County Project Manager and allowing Contractor security guards to be interviewed at a County facility.
- 3.2.7 In the event that a scheduled security guard is unable to report on time for a work shift, or is out ill for the day, Contractor must advise the County Project Manager three hours prior to the scheduled starting time. Contractor shall provide a substitute security guard within one hour of the scheduled work shift.
- 3.2.8 Contractor is responsible for making parking arrangements and paying parking fees for security guards to work at various facilities and settings for field-based clinical services and events. The County will not make any special parking arrangements for security guards.
- 3.2.9 Security guards must have transportation to and from various field-based locations.
- 3.2.10 Contractor must have available and provide upon request by the County, the names of Contractor's security personnel, their titles, applicable certifications and/or licenses, and experience in providing services hereunder.



3.2.11 Contractor's security guards and administrative personnel must maintain confidentiality of any clients and/or facilities and/or related information viewed or obtained while conducting security services.

3.2.12 Contractor will ensure that all personnel providing services hereunder obtain and maintain in effect during the term of the Contract, all licenses, permits, registrations and certificates required by law or accrediting agencies that are applicable to their performance hereunder. Contractor must also comply with federal and State labor laws, including OSHA standards.

Contractor assigned personnel will include, but not be limited to, the following:

3.2.13 **Contractor's Project Manager:** Person designated by Contractor to act as the central point of contact with the County.

The County must have access to Contractor's Project Manager during normal working hours as designated in Section 7.0, Work Schedules. Contractor must provide a telephone number where the Project Manager may be reached on an 8-hour per day basis during those hours.

Contractor's Project Manager is responsible for:

- Planning, coordinating, directing, and overseeing the work performed by the security guards.
- Participating in meetings with the County, as needed, to discuss updates and/or concerns.

3.2.14 **Armed Security Guards:** Armed security guards must meet all of the following qualifications:

- a. Have a minimum of one year of experience as an armed Licensed Security Guard.
- b. Hold a valid registered Security Guard License from the California Bureau of Security and Investigative Services.
- c. Hold a valid California Firearms Qualification Card.
- d. Hold a valid Peace Officer Standards and Training (POST) Certificate.

- e. Satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services, Article 9, Skills Training Course for Security Guards.
- f. Licensed to carry oleoresin capsicum spray (pepper spray).
- g. Follow all federal, State, and local laws that apply to the provision of armed security guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and follow all Department rules and regulations.

3.2.17 Contractor must submit to the County Project Manager a summary report due by the 30<sup>th</sup> of each month, including the details of the event/services delivered. This report will state recommendations for future improvements.

#### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in this Statement of Work, and further described in Paragraph 8.17 of the Contract, County's Quality Assurance Plan.

##### **4.1 Meetings**

Contractor will attend scheduled weekly, monthly, or quarterly meetings.

##### **4.2 County Observations**

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

#### **5.0 WORK SCHEDULES**

Contractor must, upon at least 12 hours' notice provide armed security guards at such times and places as described in section 3.1.4.b, above, as requested by the County's Project Manager or designee.

Security guards may be deployed to work as-needed Monday through Sunday and will be allowed a 30-minute unpaid lunch break and two 15-minute paid breaks during an 8-hour shift.

##### **Emergencies**

The Director, in their sole discretion, may determine that an emergency or unforeseen incident jeopardizes the health and safety of County personnel, requiring armed security guards. In this event and when feasible, Contractor must make every effort to respond by sending armed security guards within three hours.

## **6.0 SPECIFIC WORK REQUIREMENTS – CONTRACTOR**

- 6.1 Contractor will provide qualified security guards to provide overall safety and security to County personnel and clients for the entire duration of field-based clinical services.
- 6.2 After receiving information as described in the section 3.1.4.b., above, Contractor will conduct an assessment to determine the level and number of security needed (uniforms versus plain clothed security, security foot patrols, equipment, etc.) and provide a written recommendation for required security staffing to the County within four hours of the request for services. A standard rule of thumb will be one security guard/bodyguard per every four County personnel. Depending on the location and services to be provided, the level of security will be adjusted.
- 6.3 Contractor and its security personnel must maintain confidentiality of facility locations and clients served.
- 6.4 Security guards will ensure the safety and security of County personnel and clients at quarantine and isolation sites.



## EXHIBIT D

### **AMERICAN RESCUE PLAN ACT REQUIREMENTS**

The terms of this Exhibit shall apply to Contractor, and all of its subcontractors, agents, service providers, subrecipients (as defined in 2 CFR Section 200.93) at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under this Contract. Contractor shall include this Exhibit in all agreements executed for performance of the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Contract or in 2 CFR Section 200.1 (Definitions) if not found in the Contract.

Contractors who receive funding under the American Rescue Plan ("ARP") Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF") shall comply with all ARP applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements and any other requirements including but not limited to current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Contractor's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of the Contract including Treasury Laws and Regulations.

**1.0 Equal Employment Opportunity (41 CFR Part 60).** During the performance of the Contract, Contractor agrees as follows:

- 1.1** Contractor shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of the Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

- 1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - 1.3 Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 1.4 Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 1.5 Contractor will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - 1.6 In the event that Contractor fails to comply with the non-discrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 1.7 Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subcontractor or vendor. Contractor will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** As applicable, Contractor shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).
- 3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 3701-3708).** As applicable, Contractor shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

Contractor shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. Contractor shall provide all safeguard safety devices and

protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of the Contract.

- 4.0 Rights To Inventions Made Under the CONTRACT (37 CFR Section 401).** As applicable, Contractor must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the County.
- 5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.
- 6.0 Debarment and Suspension (Executive Orders 12549 and 12689).** Contractor certifies that neither it nor any of its owners, officers, partners, directors, principals, or other Contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall include a contractual provision to this effect and of this substance in all of its subcontract agreements. Contractor shall immediately notify County in writing, during the term of the Contract, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend the Contract. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.
- 7.0 Lobbying.**
- 7.1 Federal Lobbyist Requirements.** Contractor is prohibited from using Program Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should Contractor acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.
- 7.2 County Lobbyist Requirements.** Contractor and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by Contractor, shall also fully comply with the requirements as set forth in said County Code.
- 7.3 Lobbying Certifications.** Contractor shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit J. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**7.4** Failure to Comply. Failure on the Contractor's part to fully comply with said federal and County Lobbyist Requirements shall constitute a material breach of the Contract upon which the County may immediately terminate the Contract, and Contractor shall be liable for any and all damages incurred by the County and/or any federal agency as a result of such breach.

**8.0** **Procurement of Recovered Materials (2 CFR Section 200.323)**. Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**9.0** **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR Section 200.216)**. Contractor shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.

**10.0** **Domestic Preferences for Procurements (2 CFR Section 200.322)**. Contractor shall comply with 2 CFR Section 200.322 for work, services or products under the Contract.

**11.0** **Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)**. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.

**EXHIBIT D**  
**ATTACHMENT 1**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loan and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

## AMERICAN RESCUE PLAN ACT OF 2021

### ADDITIONAL PROVISIONS

#### 1.0 USE OF AMERICAN RESCUE PLAN (ARP) FUNDS

PROJECT FUNDS. Contractor shall be paid according to Exhibit C, Schedule of Fees, of this Contract to provide As Needed Temporary Personnel Services ("Services") pursuant to Exhibit A, Statement of Work and Exhibit C, Schedule of Fees, which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"), in accordance with the terms and conditions set forth in the Contract and Exhibit C, ARP Act Requirements, attached hereto and incorporated by reference. Project Funds for Services under the Contract must be incurred by December 31, 2024, and any payments under the Contract must be made by December 31, 2026.

- 1.1.1 Contractor shall invoice County only for the Services and other work specified in Exhibit A, Statement of Work, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Contract. Contractor's payments shall be as provided in Exhibit B, Schedule of Fees, and Contractor shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Invoices must comply with any requirements imposed by Exhibit D, ARP Act Regulatory Requirements, including identification of any work using ARP Funds.
- 1.1.2 Contractor shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: Contractor has expended Project Funds not in accordance with this Contract and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").
- 1.1.3 Project Funds provided to Contractor are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Contract and incorporated Attachments and Exhibits and in accordance with Treasury Laws and Regulations.

**1.2** EXPENDITURES. Project Funds expenditures made by Contractor in connection with this Contract shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.

**1.3** ADMINISTRATION COSTS. Contractor agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of the Contract, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to, 2 U.S. Code of Federal Regulations ("CFR") Section 200.414. Eligible indirect costs are based on:

- 1.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Contract; or,
- 1.3.2 If Contractor has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR Section 200.68.

- 1.4 SOURCE AND APPROPRIATION OF ARP FUNDS. County's obligation is payable only and solely from funds appropriated through Treasury, and for the purpose of the Contract. All ARP Funds appropriated by the Board and in the event the Board has not so appropriated, the Contract will automatically terminate for convenience per the Contract. County will endeavor to notify Contractor in writing within ten (10) days of receipt of the non-appropriation notice.
- 1.5 IMPROPER USE OF ARP FUNDS. Contractor shall only use Project Funds in accordance with the Contract and Contractor's improper use of Project Funds, as determined by CEO, or designee, shall constitute a material breach of contract upon which County, through its CEO, or designee, may cancel, terminate or suspend the Contract.

## 2.0 COMPLIANCE WITH LAWS

Contractor must comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of the Contract and Treasury Laws and Regulations.

- 2.1 COUNTY LAWS. Contractor must comply with all applicable County laws and policies.
- 2.2 LAWS, REGULATIONS AND GUIDELINES. The Contract is subject to and incorporates the terms of the ARP Act; 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and all amendments or successor laws, regulations, or guidelines thereto.

## 3.0 REPORTS AND AUDITS

- 3.1 In addition to paragraph 16 for the Contract titled "RECORD RETENTION AND AUDIT, the below paragraphs shall also apply to any Contract resulting from these Services.
- 3.2 Contractor must comply with new, amended, and revised laws, regulations and guidelines that apply to the performance of the Contract. Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. These requirements include, but are not limited to:

- 3.2.1 Contractor will keep and maintain all records and documents associated with the Services in order to support the requirements of the ARP Act to meet auditing standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance," Subpart F – Audit Requirements. Catalog of Federal Domestic Assistance ("CFDA") number 21.027.
- 3.2.2 Compliance with the Single Audit Act (31 USC §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding Contractor monitoring and management, Subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.
- 3.3** REPORTS. Contractor shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Contractor shall prepare and submit financial, project progress, monitoring, evaluation and any other reports as required by County. Contractor shall submit reports to County annually.
- 3.3.1 Contractor shall provide reports to County that shall: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Contractor expended the Project Funds consistent with the use requirements set forth in this Contract; (iii) identify the balance of Project Funds not expended; and, (iv) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024.
- 3.3.2 At any time during the term of the Contract, County may, in its sole discretion, request that Contractor provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Contractor is meeting the requirements of the Contract and in accordance with Treasury Laws and Regulations.
- 3.3.3 Contractor shall provide a certification, in a form provided by County, signed by the Contractor's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under the Contract.
- 3.3.4 Contractor shall maintain supporting documentation for the reports required by this Paragraph consistent with the requirements of the Contract.
1. A general ledger and subsidiary ledgers used to account for: (a) the receipt of Project Funds payments made; and, (b) the disbursements from such Project Funds payments to meet eligible expenses related to the public health emergency due to COVID-19;
  2. Administrative costs incurred related to administration of the ARP Funds; and,



3. Any other documents reasonably requested by County.
- 3.4** AUDITS. County will audit Contractor's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Contract. Audits may also be conducted by federal, State, or local funding source agencies.
- 3.4.1 County, or its authorized representatives, shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Contractor. Contractor's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Contractor's use of Project Funds.
- 3.4.2 A financial audit of Contractor's performance under the Contract shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Contractor.
- 3.5** Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Contract upon which County, through its CEO or designee, may cancel, terminate or suspend the Contract.
- 3.6** Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or the Contract, Contractor shall refund any misused Project Funds, disallowed costs, or Project Funds found to be out of compliance with Treasury Laws and Regulations or the Contract, including any interest earned.

#### **4.0 MAINTENANCE OF RECORDS**

- 4.1** MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Contractor shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with Treasury Laws and Regulations. Contractor shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Contractor's use or expenditure of the Project Funds and Contractor's compliance with this Contract and Treasury Laws and Regulations. Contractor shall also comply, and shall ensure that its subcontractors comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Contractor shall maintain records in accordance with the longer period.
- 4.2** EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to the Contract, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem

necessary, Contractor must make available for examination all of its records and financial documents with respect to all matters covered by the Contract.

- 4.3** RECORDS RETENTION. Contractor shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Contractor during the term of the Contract and up to December 31, 2031 or for a period of seven (7) years after final payment is made using Project Funds, whichever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Contractor shall maintain records in accordance with the longer period.

## **5.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS**

Contractor shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under the Contract. Contractor shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Contractor shall provide copies of permits, licenses, and approvals to County upon request.

## **6.0 INDEMNIFICATION**

Contractor agrees to indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees, representatives, and agents harmless from any claims, demands, costs, expenses, claims, suits or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Contract. The provisions of this Paragraph shall survive the expiration or termination of the Contract.

## **7.0 TERMINATION.**

- 7.1** TERMINATION FOR CONVENIENCE. County may terminate the Contract at any time upon ten (10) days' prior written notice to Contractor for any reason; provided, however, during this ten (10) day period Contractor shall use its reasonable efforts to conclude any Project Funds that are in process, complete any books and records relating to the services of Contractor relating to the Project Funds for the Contract. Contractor shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period.

- 7.2** TERMINATION FOR CAUSE.

In addition to Termination for Cause paragraph in the Contract, the below paragraphs shall apply to any Contract resulting from this Services.

- 7.3** County may, by written notice to Contractor, terminate the whole or any part of the Contract, if, in the judgment of County: Contractor has materially breached the Contract; Contractor is not complying, or failed to comply, with the ARP Act, current, subsequent Treasury regulations, guidelines, and instructions, and any other applicable laws and regulations; Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Contract; or Contractor fails to demonstrate a high probability of timely

fulfillment of performance requirements under the Contract, or of any obligations of the Contract and in any case fails to demonstrate convincing progress toward a cure within five (5) working days after receipt of written notice from County specifying such failure. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor under the Contract shall, at the option of County, become County's property, and Contractor may be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 7.4 Termination of the Contract under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in the Contract and Treasury Laws and Regulations that survive the Contract termination.

## **8.0 ATTORNEY FEES**

In any action or proceeding to enforce or interpret any provision of the Contract, each Party shall bear its own attorney's fees, costs, and expenses.

## **9.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED**

- 9.1 Contractor, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR Part 200, Section 200.112 and 24 CFR Section 570.611. Contractor agrees to incorporate the language found in this Paragraph into any subcontract(s) using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.
- 9.2 Contractor represents and warrants that no County employee whose position enables him/her to influence the award of the Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Contractor, or shall have any direct or indirect financial interest in Contractor.
- 9.3 Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting with Current or Former County Employees," and that execution of the Contract will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Contract and who subsequently becomes affiliated with Contractor in any capacity shall not participate in the provision of services or performance provided under the Contract or share in the profits of Contractor earned for a period of one (1) year from the date he/she separated from County employment.
- 9.4 Contractor shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112.

## **10.0 SUCCESSORS AND ASSIGNS**

The Contract shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that Contractor may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Contractor without the prior written consent of County.

**11.0 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

**12.0 INTERPRETATION**

No provision of the Contract shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but the Contract is to be construed as if both Parties drafted it hereto.

**13.0 PROJECT INTEGRITY**

Contractor shall maintain and implement practices to protect the integrity of the Services and the Project Funds, and Contractor shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under the Contract to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this As-Needed Temporary Personnel Services; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under the Contract, or information that anyone with decision making responsibility under the Contract has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

**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.



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**

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)?**

---

**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.

---

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

**AS NEEDED SECURITY SERVICES  
COUNTY'S ADMINISTRATION**

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

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

**COUNTY PROJECT DIRECTOR:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**COUNTY PROJECT MANAGER:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

**COUNTY CONTRACT PROJECT MONITOR:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

**AS NEEDED SECURITY SERVICES  
COUNTY'S ADMINISTRATION**

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

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

**COUNTY PROJECT DIRECTOR:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**COUNTY PROJECT MANAGER:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

**COUNTY CONTRACT PROJECT MONITOR:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

**AS NEEDED SECURITY SERVICES  
CONTRACTOR'S ADMINISTRATION**

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

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

**CONTRACTOR'S PROJECT MANAGER:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**CONTRACTOR'S AUTHORIZED OFFICIALS:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**COUNTY CONTRACT PROJECT MONITOR:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

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

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

**OR**

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

---

Signature

---

Date

---

Name and Title of Signer (please print)

**APPENDIX C**  
**REQUIRED FORMS**  
**for**  
**ARP AS-NEEDED SECURITY SERVICES**  
**INVITATION FOR BID**  
**IFB #2023-007-ARP**

**Exhibits**

- 1) IFB Checklist
- 2) Proposer's Organization Questionnaire/Affidavit
- 3) Certification of Compliance
- 4) Request for Preference Consideration
- 5) Proposer's Debarment History and List of Terminated Contracts
- 6) Declaration
- 7) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 8) Bidder's Affidavit of Adherence to Minimum Mandatory Requirements
- 9) 9-I Pricing Sheet (Unarmed Guards)  
9-II Pricing Sheet (Armed Guards)
- 10) Certification of Independent Price Determination and Acknowledgement of IFB Restrictions

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 INVITATION FOR BIDS (IFB) #2023-007-ARP  
 ARP As-Needed Security Guard Services**

**CHECKLIST – EXHIBIT 1**

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

**Additionally, Bidders are 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 7.7.1: Bid Cover Letter</b>	Included <input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 7.7.2: Table of Contents</b>	<input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 7.7.3: Pricing Sheet (Section A)</b>	
Exhibit 9-I: Unarmed Pricing Sheet (submit this if bidding for unarmed guard services)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Exhibit 9-II: Armed Pricing Sheet (submit if bidding for armed guard services)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Exhibit 10: Certification of Independent Price Determination and Acknowledgement of IFB Restrictions	<input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 7.7.4: Bidder’s Qualifications (Section B)</b>	
<b>A. Bidder’s Organization Questionnaire/Affidavit and CBE Information (Section B.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



**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 INVITATION FOR BIDS (IFB) #2023-007-ARP  
 ARP As-Needed Security Guard Services**

**CHECKLIST – EXHIBIT 1**

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

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

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

Exhibit 8: Bidder’s Affidavit of Adherence to Minimum Mandatory Requirements	<input type="checkbox"/> Yes
Bidder’s Organizational Chart	<input type="checkbox"/> Yes

**C. Bidder’s Pending Litigation and Judgments (Section B.3)**

Bidder’s Pending Litigation and Judgments Statement	<input type="checkbox"/> Yes
---	------------------------------

**IFB Reference, Sub-section 7.7.5: Required Forms (Section C)**

Exhibit 1: This IFB Checklist	<input type="checkbox"/> Yes
Exhibit 3: Certification of Compliance	<input type="checkbox"/> Yes
Exhibit 4: Request for Preference Consideration	<input type="checkbox"/> Yes
Exhibit 5: Proposer’s Debarment History and Lis of Terminated Contracts	<input type="checkbox"/> Yes
Exhibit 6: Declaration	<input type="checkbox"/> Yes
Exhibit 7: Community Business Enterprise (CBE) Information	<input type="checkbox"/> Yes

**IFB Reference, Sub-section 7.7.6: Proof of Insurability (Section D)**

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
---	------------------------------

**A. COMMERCIAL GENERAL LIABILITY**

General Aggregate: \$4 million for unarmed; \$10 million for armed	<input type="checkbox"/> Yes
Products/Completed Operations Aggregate: \$1 million	<input type="checkbox"/> Yes

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 INVITATION FOR BIDS (IFB) #2023-007-ARP  
 ARP As-Needed Security Guard Services**

**CHECKLIST – EXHIBIT 1**

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

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

Personal and Advertising Injury: \$1 million	<input type="checkbox"/> Yes
Each Occurrence: \$2 million for unarmed; \$20 million for armed	<input type="checkbox"/> Yes
<b>B. AUTO LIABILITY</b>	<input type="checkbox"/> Yes
Auto Liability: \$1 million	
<b>C. WORKERS' COMPENSATION</b>	<input type="checkbox"/> Yes
Each Accident: \$1 million	
<b>D. SEXUAL MISCONDUCT LIABILITY</b>	<input type="checkbox"/> Yes
Not less than \$2 million per claim and \$2 million aggregate	
<b>E. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS</b>	<input type="checkbox"/> Yes
Not less than \$1 million per claim and \$3 million aggregate	
Bidder submitted one copy of the bid in response to this IFB in the format prescribed herein and clearly marked " <b>Bid Submission for Bid Submission for As Needed Security Guard Services, IFB: #2023-007</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):**

--

**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!**

## REQUIRED FORMS – EXHIBIT 2

### PROPOSER'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><b>Select the options that best define your firm's business structure:</b></p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p><b>If Corporation or Limited Liability Company (LLC):</b>                  Legal Name (as stated in Articles of Incorporation):                  _____</p> <p>State 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><b>Is your firm doing business under one or more DBAs?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name: _____</p> <p>Country of Registration: _____ <span style="float: right;">+</span></p> <p>Year became DBA: _____</p>				
3	<p><b>Is your firm wholly/majority owned by, or a subsidiary of another firm?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm:                  _____</p> <p>State of Incorporation or registration of parent firm:                  _____</p>				
4	<p><b>Has your firm done business as other names within last five 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> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Name(s):</td> <td style="width: 20%; text-align: center;">Year(s) of Name Change</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">_____</td> </tr> </table>	Name(s):	Year(s) of Name Change	_____	_____
Name(s):	Year(s) of Name Change					
_____	_____					

5	<b>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</b>	
6	<b>Is your firm involved in any pending acquisition or mergers?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	<b>List all names and contact information of all individuals legally authorized to commit the Proposer.</b>	Name: _____  Title: _____  Phone: _____  Email: _____

## REQUIRED FORMS – EXHIBIT 3

### 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)  _____	<a href="#">Board Policy 5.065</a>	<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 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**

**PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

<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="#"><u>LACC 2.204</u></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="#"><u>LACC 2.205</u></a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#"><u>LACC 2.211</u></a>

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

**REQUIRED FORMS – EXHIBIT 5**

**PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Proposer's Name: \_\_\_\_\_

<b>1. DEBARMENT HISTORY (Check one)</b>		<b>YES</b>	<b>NO</b>
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
<b>2. LIST OF TERMINATED CONTRACTS (Check one)</b>		<b>YES</b>	<b>NO</b>
Proposer has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
Reason for Termination: \_\_\_\_\_  
\_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
Reason for Termination: \_\_\_\_\_  
\_\_\_\_\_



**REQUIRED FORMS – EXHIBIT 6 DECLARATION**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-6 IS TRUE AND CORRECT.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REQUIRED FORMS – EXHIBIT 8**

**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 3 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 Section 3 of the IFB, 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 the bid as non-responsive.*):

<p><b>MMR 3.1</b></p> <p><input type="checkbox"/> Yes (<i>indicate number of years of experience by providing dates of experience and documentation below</i>)</p> <p><input type="checkbox"/> No</p>	<p>Experience: Bidder shall have at least five years of continuous experience providing unarmed and/or armed security guard services within the last 10 years, comparable to the services identified in Sample Contract Exhibit A-1 and/or Exhibit A-2 Statement(s) of Work.</p>
<p><b>Description of Experience: Bidder must provide documentation of experience. Documentation should clearly demonstrate that Bidder meets the above-referenced requirement. Page limit: 1.</b></p>	
<p>Years of Experience providing security guard services from _____ mm/yr. to _____ mm/yr.</p>	
<p><b>MMR 3.2</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>Bidder shall have a minimum of 20 total certified armed/unarmed Security Guard personnel on staff or on call at all times. Security Guard requirements are outlined in Section 3.2 of Sample Contract Exhibit A-1 and/or Exhibit A-2 Statement(s) of Work. This requirement will be verified utilizing bidder’s organizational chart provided as Section B.2 of the proposal.</p>
<p><b>Bidder must include organizational chart in Section B.2 of the proposal that verifies 20 certified armed/unarmed Security Guards.</b></p>	
<p><b>MMR 3.3</b></p> <p><input type="checkbox"/> Yes (<i>If yes, provide address of office(s) location below</i>)</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>

<p><b>MMR 3.4</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><u>Unresolved Disallowed Costs:</u></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, Bidder 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 Public Health 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 any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid may be cause for rejecting the Bid. The evaluation and determination in this area shall be at the Director’s sole judgment, which 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 10**

**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 to a contract.

NAME

PHONE NUMBER


**NOTE:** Persons signing on behalf of the Bidder warrant that they are authorized to bind the Bidder in a contract.

- 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".

\_\_\_\_\_

\_\_\_\_\_

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 will reject this bid.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

\_\_\_\_\_

*(Name)* *(Title)*

<b>For County use only</b>	
Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	

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

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

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

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

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

## **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**