



# **DEPARTMENT OF PUBLIC HEALTH**

## **INVITATION FOR BIDS (IFB) FOR ARP COVID-19 TEST KITS AND HARM REDUCTION PRODUCTS DISTRIBUTION SERVICES**

**IFB #2024-003-ARP**

**FEBRUARY 8, 2024**

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

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### APPENDICES

- A Contract:** Identifies the terms and conditions in the contract.
- B Required Forms:** Forms that must be completed and included in the Bid.
- C Solicitation Requirements Review (SSR) Request:** Transmittal form sent to Department requesting a Solicitation Requirements Review.
- D Background and Resources: California Charities Regulations:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 - and identify available resources.

**1 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS**

<b>IFB TIMETABLE</b>	
<b>IFB Release Date</b>	February 8, 2024
<b>IFB Contacts</b>	Mary Esser, via email: <a href="mailto:messer@ph.lacounty.gov">messer@ph.lacounty.gov</a>  <b><u>AND</u></b>  Tatevik Magakyan, via email: <a href="mailto:tmagakyan@ph.lacounty.gov">tmagakyan@ph.lacounty.gov</a>
<b>Solicitation Requirements Review (SRR) Due</b>	February 20, 2024 by 3 pm Pacific Standard Time (PT)
<b>Written Questions Due</b>	February 20, 2024 by 3 pm PT
<b>Questions and Answers Released via Addendum</b>	March 5, 2024
<b>Bids Due</b>	March 12, 2024 by 3 pm PT
<b>Anticipated Contract Term</b>	Date of Execution – December 31, 2026
<b>Minimum Mandatory Requirements</b>	See Section 3 of this IFB for Minimum Mandatory Requirements.

## 2 GENERAL INFORMATION

### 2.1 Purpose

The County of Los Angeles (County) Department of Public Health (Public Health) is issuing this Invitation for Bids (IFB) to solicit bids for a Contract with an organization that can provide COVID-19 Test Kits and Harm Reduction Products Distribution Services.

On March 11, 2021, the American Rescue Plan (ARP) Act was signed into law. ARP provides State, local, and Tribal governments with significant resources to respond to the Novel 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. The resultant contract under this IFB will be partially funded by ARP and the selected contractor is required to comply with all requirements under ARP.

As part of ARP, the County received approximately \$975 million to be spent by County departments across three strategic pillars: (i) \$567.9 million for equity-based investments to position County to recover better than prior to the COVID-19 pandemic; (ii) \$239.7 million to support an equitable and inclusive recovery; and (iii) \$167.4 million to preserve County's fiscal stability and shore up safety net programs.

On January 10, 2023, the County Board of Supervisors (Board) unanimously adopted a motion declaring “Proclamation of a Local Emergency for Homelessness in the County of Los Angeles,” which directed the Chief Executive Office (CEO), Homeless Initiative (HI), Office of Emergency Management (OEM), and all other County departments to take necessary steps for the protection of life, health, and safety of people experiencing homelessness (PEH) in Los Angeles County (LAC).

In our current and evolving public health landscape, the availability of accessible COVID-19 testing and harm-reduction products (e.g., Naloxone, Fentanyl and Xylazine Test Strips, Condoms, etc.) has become increasingly crucial. The COVID-19 pandemic, as well as other public health issues, such as the opioid and Human Immunodeficiency Virus Infection (HIV)/Sexually Transmitted Disease (STD) epidemics, have exposed the challenges faced by vulnerable populations, including PEH, in accessing essential health services. Public Health has taken proactive approaches by implementing community-based programs dedicated to offering free testing and harm reduction services to safety net populations. The introduction and implementation of unstaffed public health Distribution Kiosks (“Kiosks”) complements these outreach strategies by guaranteeing continuous and equitable access to COVID-19 Antigen Test Kits and harm reduction products, as well as important educational materials.

### **COVID-19**

Throughout the COVID-19 pandemic, under-resourced and disproportionately impacted communities within LAC have seen an exacerbation in existing inequities in chronic conditions, communicable diseases, and other health issues. These circumstances have contributed to adverse health effects, most notably among individuals who reside in marginalized communities with the highest infection rates and lowest COVID-19 vaccination rates, often an intersection of communities of color, low socioeconomic status, and decreased access to health services.

### *COVID-19 Testing*

In response to COVID-19, Public Health has established and maintains programs (Community Programs) to provide disproportionately impacted and marginalized communities with access to COVID-19 testing services. These Community Programs prioritize access to testing for residents who lack insurance or are underinsured, who are more likely to be exposed to COVID-19, have a higher risk for serious illness and/or death, and who would be unable to access or afford testing without such programs. Public Health has established and operates Community Programs that provide free testing services in high-need and under-resourced areas through direct Polymerase Chain Reaction (PCR) testing at Public Health Centers. Public Health, through its outbreak management programs, has developed and implemented outbreak and screening testing protocols at interim housing sites (such as homeless shelters) and other indoor and outdoor locations where PEH are present. Contractor will deliver COVID-19 Antigen Tests to participants in the County's Homebound Distribution Program. Contractor must commence Services for the Homebound Distribution Program within two weeks of Contract execution, with direction from the County. Public Health will continue its other Antigen Test distribution services described above.

### **Opioid Epidemic**

Accidental opioid overdose results from a person having a toxic amount of opioid(s) in their body, no matter what route of administration may have been used or whether the person knowingly or unknowingly used a substance that contained one or more opioids. According to [Data Report: Fentanyl Overdoses in Los Angeles County](#) published by Public Health's Bureau of Substance Abuse Prevention & Control (SAPC), from 2016 to 2022, accidental overdose deaths involving fentanyl increased by 1,652% in LAC. In response to the worst opioid overdose crisis in LAC history, Public Health has been expanding the distribution of a life-saving overdose-prevention medication (i.e., Naloxone) and testing strips (i.e., Fentanyl and Xylazine).

### *Naloxone*

Naloxone hydrochloride injection (HCl) is an opioid antagonist used for the immediate treatment of known or suspected opioid overdose.

### *Fentanyl Test Strips*

Fentanyl test strips allow a person who intends to use a substance to test that substance prior to use to check for the presence of Fentanyl or Fentanyl analogs before deciding whether they do or do not want to use that substance.

The U.S. Drug Enforcement Agency (DEA) has issued notifications that many counterfeit pills are being created and stated in 2023 that roughly 7 out of 10 counterfeit pills seized by the DEA contained a potentially lethal dose of illicitly manufactured Fentanyl (IMF). As such, a person could unknowingly consume IMF and have an accidental opioid overdose, which can lead to death if not reversed quickly enough with an opioid antagonist (e.g., Naloxone). Making test strips available to check for the presence of Fentanyl or Fentanyl analogs before using a substance could help curb the unintentional consumption of Fentanyl.

### *Xylazine Test Strips*

Xylazine Test Strips allow a person who intends to use a substance to test the substance prior to use to check for the presence of Xylazine before deciding whether they do or not want to use that substance.

Xylazine is a clear, colorless, and odorless liquid mixed into other illicit drugs including, but not limited to, counterfeit pills and especially into substances that also contain IMF. Xylazine may increase the risk of overdose and death, and its presence in the victim's body can complicate overdose-reversal attempts. Making test strips available to check for the presence of Xylazine before using a substance could help curb the unintentional consumption of Xylazine.

## **HIV and STD Epidemic**

### *Condoms*

Recognizing the significant challenges posed by the HIV and STD epidemics, Public Health's Division of HIV and STD Prevention (DHSP) disseminates prevention supplies including internal and external condoms and educational materials. The inclusion of HIV and STD harm reduction products and educational materials in the Kiosks provides supplies to those who remain in need of such products and educational materials.



## **Scope of Services**

Under the resultant Contract, Contractor will provide COVID-19 Test Kits and Harm Reduction Products Distribution Services which will entail distribution of COVID-19 Antigen Test Kits and other harm reduction products, including: Naloxone, Fentanyl Test Strips, Xylazine Test Strips, external and internal condoms, and educational materials, via unstaffed Kiosks located throughout LAC. In addition, Contractor is required to ship COVID-19 Test Kits to participants in the County's Homebound Distribution Program.

Contractor must also provide a Platform that allows Contractor to track, manage, and report on data from the Kiosks (e.g., survey responses, distribution rate, malfunction alert, etc.), as well as provide for the management (e.g., orders and processing) of on-line survey-based requests for the Homebound Distribution Program.

Additionally, prior to or upon Contract award, the selected Contractor must apply to DHCS NDP and be approved, as an affiliate of Public Health, to obtain Naloxone 4 mg intranasal spray. Applications are available at the website: [https://aurrerahealthgroup.qualtrics.com/jfe/form/SV\\_3aqWz9n74FH7tVs](https://aurrerahealthgroup.qualtrics.com/jfe/form/SV_3aqWz9n74FH7tVs).

If Contractor is already approved to obtain Naloxone via DHCS NDP, Contractor must provide such proof to County, either as part of its Bid submission or upon Contract award. Additional information regarding registration requirements can be found in Exhibit A (Statement of Work) Attachment 3: Naloxone Product Specifications.

## **2.2 Funding for ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services**

Public Health anticipates recommending one contract for ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services, for the date of execution through December 31, 2026.

The County receives funding from the ARP Act and a portion of the resultant Contract will be funded with ARP Act funds. 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 Bid.

**2.3.3** Explains how the Bids will be reviewed and selected.

**2.3.4** Includes the following Appendices:

**A Contract:** Lists the terms and conditions in the Contract and includes Exhibit A (Statement of Work).

**B Required Forms:** Forms contained in this section must be completed and included in the Bid.

**C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to department requesting a Solicitation Requirements Review.

**D 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 (Contract), Paragraph 2 (Definitions).

## **2.5 Anticipated Contract Term**

The Contract term will commence on date of execution and continue in full force and effect through December 31, 2026.

The County has the sole option to extend the Contract at the sole discretion of the Director of Public Health, or designee, as authorized by the Board.

## **2.6 Contract Rates**

The selected contractor's rates/fees will remain firm and fixed for the full term of the Contract.

## **2.7 Days of Operation**

Kiosks must be operational 24 hours each day, 7 days per week, as outlined in Section 4 of Exhibit A (Statement of Work) of Appendix A (Contract).

## **2.8 Indemnification and Insurance**

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

### **3 MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Exhibit A (Statement of Work) of Appendix A (Contract) are invited to submit Bids, provided they meet the following Minimum Mandatory Requirements at the time of Bid submission:

#### **3.1 Minimum Mandatory Requirements**

- 3.1.1** Bidder must have at least one year of experience providing oversight and coordination of COVID-19, harm reduction, or other medical supply vending machine or distribution kiosk services, comparable to the services identified in Exhibit A (Statement of Work) of Appendix A (Contract).
- 3.1.2** Bidder must have a minimum of one year of logistical experience, within the last five years, shipping and tracking products delivered to consumers.
- 3.1.3** The selected contractor must have an office location in Los Angeles County.
- 3.1.4** 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 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 IFB. 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 the selected 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 selected contractor.

### **5 NOTIFICATION TO BIDDERS**

#### **5.1 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](#)).

Exceptions to disclosure are those parts or portions of a Bid 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 e-mailed to:

Mary Esser, Contract Analyst  
County of Los Angeles – Department of Public Health  
Contracts and Grants Division  
Email address: [messer@ph.lacounty.gov](mailto:messer@ph.lacounty.gov)

**AND**

Tatevik Magakyan, Team Supervisor  
County of Los Angeles – Department of Public Health  
Contracts and Grants Division  
Email address: [tmagakyan@ph.lacounty.gov](mailto:tmagakyan@ph.lacounty.gov)

If a Bidder contacts and receives information from any County personnel, other than the persons 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, which contains each 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 to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

**5.4.2** Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a 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** Solicitation Requirements Review (Reference Paragraph 9.1)
- 5.4.3.2** Disqualification Review (Reference Paragraph 9.2)
- 5.4.3.3** Proposed Contractor Selection Review (PCSR) (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, 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. Bidders must certify they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 3 (Certification of Compliance) of Appendix B (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 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 IFB if the Board, 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 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.

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

## **5.7 Bidder Debarment**

**5.7.1** Bidders are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar a 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. The County may terminate any or all of the Bidder's existing contracts with County if the Board 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 Bidders 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 Improper Consideration**

### **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 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 to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov>. 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 County Lobbyist Ordinance**

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

## **5.10 Consideration of GAIN/START 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 Skills and Training to Achieve Readiness for Tomorrow (START) Programs or attest to a willingness to consider GAIN/START 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/START 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 (Certification of Compliance) of Appendix B (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 30 (Compliance with the County's Jury Service Program) of Appendix A (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 (Certification of Compliance) of Appendix B (Required Forms). If a Bidder does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Bidder must so indicate in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Bidder's bid, 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 Pending Acquisitions/Mergers by Bidding Company

Bidders must notify the County of any pending acquisitions/mergers of its company, unless otherwise legally prohibited from doing so. If a Bidder is restricted from legally notifying the County of 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. This information must be provided by Bidders in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of a Bidder to provide this information may eliminate its bid from any further consideration. Bidders will have a continuing obligation to notify the County and update any changes to responses in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

## **5.13 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 D). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. 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 (Certification of Compliance) in Appendix B (Required Forms), which is a required part of any agreement with the County.
- 5.13.3** Prospective County contractors that do not complete Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms) as part of the solicitation process may, in the County’s sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

## **5.14 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 80 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) and 81 (Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Tax Program) of Appendix A (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 (Certification of Compliance) in Appendix B (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 County's Commitment to Zero Tolerance Policy on Human Trafficking**

**5.15.1** On October 4, 2016, the County 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** Contractors are required to complete Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 31 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Contract). Further, the selected contractor is required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

## **5.16 Integrated Pest Management (IPM) Program Compliance (Intentionally Omitted)**

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

**5.17.1** The County, in 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 County's Board 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 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Contract (Appendix A). Further, the selected contractor is required to comply with the requirements under [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 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 Bidder, or a contractor or its subsidiary or subcontractor ("Bidder/Contractor"), is prohibited from submitting a Bid in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a Bid in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County.

A violation of this provision will result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

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

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises, disabled, veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. 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 Business Enterprise (CBE) Information] form in Appendix B (Required Forms).

Each Bidder must document efforts it has taken to assure that CBEs will be utilized whenever possible to provide supplies, equipment, technical services, and other services under any resultant contract. Bidders must make documents related to these efforts available to the County upon request.

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.

To obtain a list of the County's CBE-certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at: [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.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@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

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

**5.22.1** Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of a Bidder's response to this IFB, Bidder must submit a certification, as set forth in Exhibit 11 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a Bid response to this IFB identify prospective subcontractors, or should a Bidder intend to use subcontractors in the provision of services under any subsequent

contract, the Bidder must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

- 5.22.2** Failure to provide the required certification may eliminate a Bidder's response to IFB from consideration.
- 5.22.3** In the event that a Bidder and/or its subcontractor(s) is or are unable to provide the required certification, the Bidder instead must provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. The Bidder's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the Bidder and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this IFB.
- 5.22.4** The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the Bid response to this IFB is appropriate under the federal law.

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

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

- 6.1.1** The County has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) programs. The Board 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, 6.3, and 6.4 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**

- 6.2.1 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 2.204.030D.2 of the Los Angeles County Code](#).
- 6.2.2 The business must be certified by DCBA prior to requesting the LSBE Preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>
- 6.2.3 Businesses requesting the LSBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter (“Certification for Federally Funded Solicitations”) from DCBA with their bid.

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

- 6.3.1 The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 6.3.2 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>.
- 6.3.3 Businesses requesting the SE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms), and submit their SE certification approval letter (“Certification for Federally Funded Solicitations”) from DCBA with their bid.

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

- 6.4.1 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](#).
- 6.4.2 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>.
- 6.4.3 Businesses requesting the DVBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B

(Required Forms) and submit a letter of certification from DCBA with their bid.

## **6.5 Preference Program Enterprises (PPEs) - Prompt Payment Program**

**6.5.1** 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 INVITATION FOR BIDS (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 Bidders' Questions**

All questions must be received by the date and time and be directed to the contact persons identified in Paragraph 1.0 (Solicitation Information and Mandatory Minimum Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to this IFB.

### **7.4 Bidders' Conference**

A Bidders' Conference will not be conducted for this IFB. Bidders may submit questions regarding this IFB as described in Section 7.3, Bidders' Questions.

### **7.5 Preparation of the Bid**

Bidders may submit one Bid via electronic email to the contact persons identified in Paragraph 1.0 (Solicitation Information and Mandatory Minimum Requirements) and in the prescribed format as further described in Section 7.6, Bid Format and Review Process, below.



Any Bid that deviates from this format may be rejected without review at the County's sole discretion.

## **7.6 Bid Format and Review Process**

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

### **7.6.1. Bid Cover Letter**

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

Mary Esser, Contract Analyst  
Tatevik Magakyan, Team Supervisor  
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 that the Bid is submitted in response to the "**ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services, IFB #2024-003-ARP.**"
- b. The Bid amount for ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services.
- c. A statement that the Bidder will bear sole and complete responsibility for all work as outlined in Appendix A (Contract) and as defined in Exhibit A (Statement of Work).
- d. The name, telephone number, and e-mail address of the Bidder's representative/contact person for the Bid.
- e. 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.

The Bid Cover Letter should not include any additional information.

### **7.6.2 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.

### **7.6.3 Pricing Sheet (Section A)**

Bidders must complete and submit Exhibit 9 (Pricing Sheet), as provided in Appendix B (Required Forms), for ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services.

Bidders must also complete and submit Exhibit 10 (Certification of Independent Price Determination and Acknowledgement of IFB Restrictions) as provided in Appendix B (Required Forms).

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

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.

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

Bidders will use this section to demonstrate that the Bidder's organization has the experience to perform the required services. The following sections must be included:

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

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

Taking into account the structure of the Bidder's organization, 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):**

Bidders 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:**

Bidders 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.

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

Bidders must demonstrate the ability to satisfy each of the 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 (Statement of Work) of Appendix A (Contract) by completing Exhibit 8 (Bidder’s Affidavit of Adherence to Minimum Mandatory Requirements).

**7.6.4.3 Bidder’s Debarment History and List of Terminated Contracts (Section B.3)**

The County will conduct a review of each Bidder’s terminated contracts and debarment history. Bidders must include contracts terminated within the past three years with a reason for termination in Appendix B (Required Forms), Exhibit 5 (Bidder’s Debarment History and List of Terminated Contracts). Bidder’s completed form Exhibit 5 (Bidder’s Debarment History and List of Terminated Contracts) must be provided as part of their Bid.

**7.6.4.4 Bidder’s Pending Litigation and Judgments (Section B.4)**

The County will conduct a review of each Bidder's pending litigation and judgments. Bidders must identify by name, case number, and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five years. Additionally, Bidder must provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder or a statement verifying Bidder has no pending litigation or judgments.

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

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

Include the following forms as provided in Appendix B (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 Organization Questionnaire/Affidavit
- Exhibit 3 Certification of Compliance
- Exhibit 4 Request for Preference Consideration
- Exhibit 5 Debarment History and List of Terminated Contracts
- Exhibit 6 Declaration
- Exhibit 7 Community Business Enterprise (CBE) Information (Excel)
- Exhibit 8 Bidder's Affidavit of Adherence to Minimum Mandatory Requirements
- Exhibit 9 Pricing Sheet for ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services (Excel)
- Exhibit 10 Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
- Exhibit 11 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

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

Each Bidder must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Contract), Paragraphs 12 (General Provisions for all Insurance Coverage) and 13 (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.

## **7.7 Bid Submission**

- 7.7.1** It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. Bids are due on or before the date specified in the IFB Timetable, by e-mail transmission to the person(s) identified in Section 1 of this IFB. No hard copies delivered in person or facsimile (faxed) responses will be accepted. All Bid documentation must be attached, not linked, to the e-mail.
- 7.7.2** Bidders must submit one copy of the Bid in response to this IFB in the format prescribed herein and clearly marked "Bid Submission for **COVID-19 Test Kits and Harm Reduction Products Distribution Services, IFB #2024-003-ARP**" in the subject line of the e-mail transmission.
- 7.7.3** The Bid must be submitted in searchable Adobe PDF format, with confidential, proprietary, and trade secret information redacted. Bidders must specifically redact only those parts of the Bid that are actually trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the Bid as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.
- 7.7.4** Please note, each e-mail attachment file size is limited to 60 MB per e-mail. Bidders bear all risks associated with delays in delivery by any person or entity, or e-mail. Any Bid that deviates from this format may be rejected without review at the Director of Public Health's sole discretion.
- 7.7.5** 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 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 Mandatory Requirements**

The County will review Exhibit 2 (Organization Questionnaire/Affidavit) and Exhibit 8 (Bidder's Affidavit of Adherence to Minimum Mandatory Requirements) to determine if the Bidder meets the Minimum Mandatory Requirements as outlined in Paragraph 3 of this IFB.

Failure of a Bidder 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 (SSR) by submitting Appendix C (Solicitation Requirements Review Request) to Public Health. A request for a SSR may be denied, in Public Health'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;
- 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 SSR 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 mandatory 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 SSR will be completed, and Public Health's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the Bid due date.

### **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 Public Health'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 Public Health's determination of disqualification due to non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review will 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 (PCSR)**

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

A request for a PCSR may, in Public Health's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 9.3.1** The request for a PCSR is submitted timely (i.e., by the date and time specified by the Department);
- 9.3.2** The person or entity requesting a PCSR asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - 9.3.2.1** Public Health 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** Public Health made identifiable mathematical or other errors in evaluating Bids, resulting in the Bidder receiving an

incorrect score and not being selected as the recommended Contractor.

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

**9.3.3** The request for a PCSR sets forth sufficient detail to demonstrate that, but for the Public Health's alleged failure, the Bidder would have been the lowest cost, responsive and responsible Bid or the highest-scored bid, as the case may be.

Upon completing the PCSR, Public Health's representative will issue a written decision to the Bidder within a reasonable time following receipt of the request for a PCSR. 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 PCSR may submit a written request for a County Independent Review (CIR) in the manner and timeframe specified by the Department in the Department's written decision regarding the PCSR.

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

**9.4.2** The person or entity requesting the CIR has limited the request to items raised in the PCSR 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-Pending



**APPENDIX A  
CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**ARP COVID-19 TEST KITS AND HARM REDUCTION  
PRODUCTS DISTRIBUTION SERVICES**



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**STANDARD EXHIBITS**

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work (Intentionally Omitted)
- Exhibit C – Schedule of Fees
- Exhibit D – American Rescue Plan Act Requirements
- Exhibit E – American Rescue Plan Act Additional Provisions
- Exhibit F – Contractor’s EEO Certification
- Exhibit G – Contractor Acknowledgment and Confidentiality Agreement
- Exhibit H – Health Insurance Portability and Accountability Act (HIPAA)
- 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 Contribution Certification
- Exhibit N – Security and Privacy Requirements

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

**DEPARTMENT OF PUBLIC HEALTH  
ARP COVID-19 TEST KITS AND HARM REDUCTION PRODUCTS DISTRIBUTION  
SERVICES CONTRACT**

THIS 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 the County's Board of Supervisors (Board), the duty to preserve and protect the public's health; and

WHEREAS, On January 10, 2023, the Board declared a local emergency for homelessness, which directed the Chief Executive Office (CEO), Homeless Initiative (HI), Office of Emergency Management (OEM), and all other County departments to take necessary steps for the protection of life, health, and safety of people experiencing homelessness in the County of Los Angeles, through expedited and streamlined Contracting; 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 November 30, 2026, 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 contractors receiving ARP Funds; and

WHEREAS, on July 27, 2021, the County's Board adopted a spending plan (Phase One Spending Plan) totaling \$975.0 million for COVID-19 related expenditures; 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 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, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services; and

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide COVID-19 test kits and harm reduction products distribution services for compensation, as set forth herein; and

WHEREAS, County has been allocated funds from ARP, Assistance Listing Number (ALN) 21.027 and the Substance Use Prevention and Treatment Block Grant (SUBG), Assistance Living Number (ALN) 93.959, 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 A, C, D, E, F, G, I, J, K, L, M and N 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 will be resolved by giving precedence first to the terms and conditions of this Contract and then to the Exhibits as listed below:

### **STANDARD EXHIBITS**

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work (Intentionally Omitted)
- Exhibit C – Schedule of Fees
- Exhibit D – American Rescue Plan Act Requirements
- Exhibit E – American Rescue Plan Act Additional Provisions
- Exhibit F – Contractor’s EEO Certification
- Exhibit G – Contractor Acknowledgment 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’s Administration
- Exhibit L – Contractor’s Administration

### **UNIQUE EXHIBITS**

- Exhibit M – Charitable Contribution Certification
- Exhibit N – Security and Privacy Requirements

## **2. DEFINITIONS:**

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

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

3. DESCRIPTION OF SERVICES:

A. Contractor must provide services in the manner described in Exhibit A (Statement of Work).

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

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

4. TERM OF CONTRACT:

This Contract is effective upon date of execution through December 31, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract. ARP Act funds from the Treasury may only be used to cover costs obligated by December 31, 2026.

5. MAXIMUM OBLIGATION OF COUNTY:

A. The maximum obligation of County for all services provided hereunder will not exceed \$8,300,000, as set forth in Exhibit C: Schedule of Fees.

B. Contractor is not entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses

whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

C. Contractor must maintain a system of record keeping that will allow it to determine when it has incurred 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.

D. No Payment for Services Provided Following Expiration/ Termination of Contract: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract does 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 maximum rates/fees payable by the County for the term of this Contract are listed in Exhibit C, Schedule of Fees.

B. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement 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. All invoices must clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and all payments made to Contractor.

E. All work performed, and all invoices submitted by Contractor for 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 must include a billing summary of the services performed. The monthly billing summary reports are due by the 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
- Invoice Number
- Invoice Date
- Period of performance of work being invoiced
- Name of Person Submitting the Invoice
- Contact Information of Person Submitting the Invoice (phone number and e-mail)
- Type of Service Provided (Kiosk Rental Cost, Antigen Test Purchase, Educational Resource Printing Costs, Homebound Distribution Program Shipment Costs, Kiosk Supply Restocking Fee, Kiosk Relocation/Removal Fee)
- Location Where Each Service Was Performed (Service Site Name and Address.

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.

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

H. Invoices must be submitted directly to TBD at (insert email).

I. For the term, or portion thereof, that this Contract is in effect, Contractor must provide an annual cost report within 30 calendar days of the end of the first 12-month period of the Contract, with subsequent cost reports to follow every 12 months following the initial 12-month 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 term, the cost report will be for that Contract period which ends on the termination date. The report must be submitted within 30 calendar days after such termination date.

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

If the annual cost report is not delivered by Contractor to County within the specified time, the 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.

J. 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 will constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

K. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if

Contractor has been given at least 30 calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

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

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

(5) In addition to subparagraphs (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 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 the intention to withhold payment specifying said breaches and/or failure to Contractor.

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.

L. Preference Program Enterprise – Prompt Payment Program:  
Certified Prompt Payment Enterprises (PPE) will 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. ALTERATION OF TERMS/AMENDMENTS:

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

B. The Board, the CEO 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 this 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 Board, CEO, 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.

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, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this

CONFIDENTIALITY Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

D. Contractor must sign and adhere to the provisions of Exhibit 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 COVERAGE: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") are in addition to, and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

Renewal Certificates must be provided to County not less than 10 calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match Contractor's name identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by 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 or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy, with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of 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 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. Subcontractor Insurance Coverage Requirements: Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor is responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIR): Contractor's policies must not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or



eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

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

L. Application of Excess Liability Coverage: Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies to satisfy the Required Insurance provisions.

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

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its

Agents must be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

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

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

C. Workers Compensation and Employers' Liability: Contractor 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 will 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 will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$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. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, will be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items

including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

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

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

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

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor must affix the

following notice to all items developed under this Contract: “© Copyright 202X (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it will not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

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

For purposes of this Contract, all such items include, but are not limited to, written materials (e.g., curricula, text for vignettes, text for public service

announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor must 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 will provide, upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records will be accessible as detailed below.

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

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

Federally funded contractors must adhere to strict fiscal and accounting standards and must 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 will include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which will include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs will mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records will 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 will 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. All financial records will 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 will be made available during normal business hours within 10 calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor 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 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 conducted 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 will 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 will provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and will 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 will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 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 will 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 may be paid to Contractor, not to exceed the County maximum Contract obligation.

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), 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.

#### 16. 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.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit M, the County seeks to ensure that Contractor complies 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](#)).

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members are 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's 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 will constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. 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. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is

currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor must immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

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

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



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

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors 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 subcontractor or subgrantee.

17E. 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 must be immediately extended to the County.

17F. 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 ten percent (10%) of the amount of the Contract; and

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

The above penalties will also apply to any 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 (DCBA) of this information prior to responding to a solicitation or accepting a contract award.

17G. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

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

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

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

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

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

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

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

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

**17H. 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, Contractor will be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

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

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification,

and fails to notify the State and DCBA of this information prior to responding to a solicitation or accepting a contract award.

17I. DATA DESTRUCTION : Contractor will properly dispose of all confidential data in accordance with Exhibit N: Information Security and Privacy Requirements.

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

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

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

A. Notices to County must be addressed as follows:

(1) Department of Public Health  
Executive Office  
Attention: TBD  
Project Director  
5555 Ferguson Drive, Suite 320-10  
Commerce, California 90022

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

B. Notices to Contractor must be addressed as follows:

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

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

21. ADMINISTRATION OF CONTRACT:

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

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of 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 are required to have an 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 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. During the term of this Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, Contractor must 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.

22. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. Contractor must notify the County of any pending acquisition/merger of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of 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 will be null and void. For purposes of this paragraph, County consent requires a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

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

23. 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.

24. 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 will continue to provide all of the services set forth in this Contract.

25. 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.

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

C. 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.

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

E. 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.

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

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

27. 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, or 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.

28. 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 must comply with Exhibit F – Contractor’s EEO Certification.

29. 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. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

(3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service

Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this sub-paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

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

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



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

31. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractor, 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.

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

33. 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 includes, 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.

34. CONSIDERATION OF HIRING GAIN/START 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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/START 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/START job candidates.

B. In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

35. 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 a 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.

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. The Board 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 consider evidence on the

proposed reduction of debarment period or termination of debarment. 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. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractors: These terms also apply to subcontractors of County contractors.

36. 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. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

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

37. 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).

38. 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 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.

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

40. DAMAGE TO COUNTY FACILITIES, SERVICE SITES, BUILDINGS OR GROUNDS:

A. Contractor is responsible for all damages to property caused by installation equipment, Kiosks, or Contractor personnel during placement and/or installation. If Contractor fails to repair any damages to property, the County may procure, upon such terms and in such manner as the County may deem appropriate, repair of said damage and Contractor will be liable to the County for costs of such repairs.

41. 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.

**42. 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 is 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.

43. 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 ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities (e.g., fax or email), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

44. 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.

45. 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 must promptly notify Director in writing, detailing such changes.

46. FORCE MAJEURE:

A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and

without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

47. 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.

48. 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 (Health Insurance Portability and Accountability Act - HIPAA).

49. INDEPENDENT CONTRACTOR STATUS:

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

servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party are not, and must not 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.

50. 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.

51. 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. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. 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 subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

E. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

F. Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with

the provisions of this Paragraph (Nondiscrimination and Affirmative Action) when so requested by the County.

G. If the County finds that any provisions of this Nondiscrimination and Affirmative Action Paragraph have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that 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.

52. 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.

53. NOTICE OF DELAYS: Except as otherwise provided under this Contract or Exhibit A, Statement of Work, when either party has knowledge that any actual or



potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

54. 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.

55. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

57. 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.

58. 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.

59. 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.

60. PURCHASES:

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

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

County, must attach identifying labels on all such property indicating the proprietary interest of County.

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

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

E. Disposition of Property in Contractor's Custody: Upon termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor must: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all Kiosks, 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.

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

(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 will only charge the program for costs of ownership. Costs of ownership will include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property 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.

62. REPORTS: Contractor must make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. However, in no event may County require such reports unless Director has provided Contractor with at least 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.

63. RECYCLED CONTENT BOND PAPER: Consistent with the Board's 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.

64. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

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

65. SUBCONTRACTING:

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

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

(2) A detailed description of the services to be provided by the subcontract.



(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract must take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

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

C. Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract must also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

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

E. In the event that Director consents to any subcontracting, such consent is provisional, and will not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercising of such a right.

F. The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor must notify its subcontractors of this County right.

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

Contractor must deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract,

but in no event, later than the date any services are to be performed under the subcontract.

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

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

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

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

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 Contractor debarment, 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 Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 days after the notice is sent.

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

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

Further, after receipt of a Notice of Termination, Contractor must submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 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 must 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.

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

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

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

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 Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper 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 appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June



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

73. TIME OFF FOR VOTING: Contractor must notify and provide to its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every Statewide election, Contractor and any subcontractor 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 will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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 will be grounds upon which County may terminate this Contract and/or pursue Contractor debarment, pursuant to [County Code Chapter 2.202](#).

79. INJURY AND ILLNESS PREVENTION PROGRAM:

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

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

Revised 10-2022 – Approved by Counsel

**EXHIBIT A**

**STATEMENT OF WORK**  
**FOR**  
**ARP COVID-19 TEST KITS AND HARM REDUCTION PRODUCTS DISTRIBUTION SERVICES**

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## **EXHIBIT A STATEMENT OF WORK**

This Exhibit A (“Statement of Work” or “SOW”) defines the scope of COVID-19 Test Kits and Harm Reduction Products Distribution Services (“Services”) to be provided by Contractor pursuant to the Contract with the County of Los Angeles (“County”) awarded as a result of the Invitation for Bids (IFB) for COVID-19 Test Kits and Harm Reduction Products Distribution Services issued by the County's Department of Public Health (“Public Health”).

### **1 BACKGROUND AND OVERVIEW**

#### **1.1 BACKGROUND**

In our current and evolving public health landscape, the availability of accessible Novel Coronavirus 2019 (“COVID-19”) testing and harm reduction products (e.g., Naloxone, Fentanyl and Xylazine Test Strips, Condoms, etc.) has become increasingly crucial. The COVID-19 pandemic, as well as other public health issues, such as the opioid and Human Immunodeficiency Virus Infection (“HIV”)/Sexually Transmitted Disease (“STD”) epidemics, have exposed the challenges faced by vulnerable communities in accessing essential health services. Public Health has taken proactive approaches by implementing community-based programs dedicated to offering free testing and harm reduction services to safety net populations. These initiatives include, but are not limited to, the activities described below. The introduction and implementation of unstaffed public health Distribution Kiosks (Kiosks) complements these outreach strategies by providing continuous access to COVID-19 test kits and harm reduction products, as well as important educational materials.

#### **Novel Coronavirus 2019**

Throughout the COVID-19 pandemic, under-resourced and disproportionately impacted communities within Los Angeles County (“LAC”) have seen an exacerbation in existing inequities in chronic conditions, communicable diseases, and other health issues. These circumstances have contributed to adverse health effects, most notably among individuals who reside in marginalized communities with the highest infection rates and lowest COVID-19 vaccination rates, often an intersection of communities of color, low socioeconomic status, and decreased access to health services.

#### ***ARP Act***

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

As part of ARP, the County received approximately \$975 million to be spent by County departments across three strategic pillars: (i) \$567.9 million for equity-based investments to position County to recover better than prior to the COVID-19 pandemic; (ii) \$239.7 million to support an equitable and inclusive recovery; and (iii) \$167.4 million to preserve County's fiscal stability and shore up safety net programs.

### *COVID-19 Testing*

In response to COVID-19, Public Health has established and maintains programs ("Community Programs") to provide disproportionately impacted and marginalized communities with access to COVID-19 testing services. These Community Programs prioritize access to testing for residents who lack insurance or are underinsured, who are more likely to be exposed to COVID-19, have a higher risk for serious illness and/or death, and who would be unable to access or afford testing without such programs. Public Health has established and operates Community Programs that provide free COVID-19 testing services in high-need and under-resourced areas through direct Polymerase Chain Reaction ("PCR") testing at Public Health Centers. Public Health, through its outbreak management programs, has developed and implemented outbreak and screening testing protocols at interim housing sites (such as homeless shelters) and other indoor and outdoor locations where people experiencing homelessness ("PEH") are present.

In addition, since April 2023, Public Health has overseen the Homebound Distribution Program, which supports LAC residents who are 65 years of age and older or those identify as homebound (regardless of age) and who do not currently reside in a long-term care facility. Public Health has maintained a web-based survey link and processes requests for Antigen Tests multiple times a week. The Antigen Tests are then shipped directly from a warehouse, a process that is expected to be replicated by Contractor for the Homebound Distribution Program. Public Health will continue its other Antigen Test distribution services described above.

### **Opioid Epidemic**

Accidental opioid overdose results from a person having a toxic amount of opioid(s) in their body, no matter what route of administration may have been used or whether the person knowingly or unknowingly used a substance that contained one or more opioids. According to [Data Report: Fentanyl Overdoses in Los Angeles County](#), published by Public Health's Bureau of Substance Abuse Prevention & Control ("SAPC"), from 2016 to 2022, accidental overdose deaths involving fentanyl increased by 1,652% in LAC. In response to the worst opioid overdose crisis LAC history, Public Health has been expanding the distribution of the life-saving overdose-prevention medication (i.e., Naloxone) and testing strips (i.e., Fentanyl and Xylazine).

### *Naloxone*



Naloxone hydrochloride injection (HCl) is an opioid antagonist used for the immediate treatment of known or suspected opioid overdose.

### *Fentanyl Test Strips*

Fentanyl test strips allow a person who intends to use a substance to test that substance prior to use to check for the presence of Fentanyl or Fentanyl analogs before deciding whether they do or do not want to use that substance.

The U.S. Drug Enforcement Agency ("DEA") has issued notifications that many counterfeit pills are being created and stated in 2023 that roughly 7 out of 10 counterfeit pills seized by DEA contained a potentially lethal dose of illicitly manufactured Fentanyl ("IMF"). As such, a person could unknowingly consume IMF and have an accidental opioid overdose, which can lead to death if not reversed quickly enough with an opioid antagonist (e.g., Naloxone). Making test strips available to check for the presence of Fentanyl or Fentanyl analogs before using a substance could help curb the unintentional consumption of Fentanyl.

### *Xylazine Test Strips*

Xylazine test strips allow a person who intends to use a substance to test the substance prior to use to check for the presence of xylazine before deciding whether they do or not want to use that substance.

Xylazine is a clear, colorless, and odorless liquid mixed into other illicit drugs including, but not limited to, counterfeit pills and especially into substances that also contain illicitly manufactured IMF. Xylazine may increase the risk of overdose and death, and its presence in the body can complicate overdose-reversal attempts. Making test strips available to check for the presence of Xylazine before using a substance could help curb the unintentional consumption of Xylazine.

## **HIV and STD Epidemic**

### *Condoms*

Recognizing the significant challenges posed by the HIV and STD epidemics, Public Health's Division of HIV and STD Prevention ("DHSP") disseminates prevention and testing supplies during outreach and educational sessions, targeting individuals at elevated risk. Supplies include but are not limited to: Internal and External Condoms and educational materials. DHSP seeks to expand its current efforts by targeting those who may not participate in active outreach and educational sessions. The inclusion of HIV and STD harm reduction products and educational materials in the Kiosks will allow the County to impact and assist those who remain in need of such products and educational materials in accessing them more readily in their communities.

## 1.2 OVERVIEW OF REQUIRED SERVICES

Contractor will provide ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services which will entail regular distribution of COVID-19 Antigen Test Kits and other Harm Reduction Products (i.e., Naloxone, Fentanyl test strips, Xylazine test strips, condoms – internal and external) and educational materials via unstaffed Kiosks located throughout LAC. Any additional Harm Reduction Products other than those specified herein, may only be added via an amendment to the Contract.

Contractor is responsible for Kiosk setup (including coordination with Service Sites, as provided by County), installation, inventory stocking, maintenance, service, repair, relocation, and removal, as defined in Paragraph 4 below, Scope of Services.

Contractor will also provide administration of the Homebound Distribution Program, as further defined in Paragraph 4 below, Scope of Services.

The Schedule of Fees for Contractor's Services provided under the Contract includes all administrative costs, labor, supervision, overtime, materials to be stocked in the kiosks for distribution, transportation, taxes, equipment, and supplies.

## 2 DEFINITIONS

The capitalized terms used throughout this Statement of Work will have the meanings specified in this Paragraph 2 and are in addition to any other descriptions and/or clarifications that may be set forth herein. All other capitalized terms used throughout this Statement of Work that are without definition(s) will have the meaning(s) given to such terms elsewhere in the Contract.

1. "**Antigen Test**" means an immunoassay designed to detect the presence of a SARS-CoV-2 (COVID-19) virus antigen, indicating current viral infection - which may be performed via nasal swab or saliva specimens in a non-clinical setting and without the need for a CLIA Certificate of Waiver, often referred to as "self-test" or "at-home test".
2. "**Business Day**" means any day Monday through Friday, with County observed holidays excepted.
3. "**Condoms**" means lubricated external condoms (also known as male condoms) and internal condoms (also known as female condoms) to support safer sex practices among individuals at an elevated risk of HIV and STD acquisition and transmission.
4. "**County**" means the County of Los Angeles, as well as any division, section, office and/or other entity of the County, or any of the officers or other officials lawfully representing the County.
5. "**Educational Material(s)**" means any educational material [printed or Quick Response (QR) code] included with Public Health Resources under the specifications and content as provided in Attachment 7A: Educational Materials: Printed Materials and Attachment 7B: Educational Materials: Quick Response (QR) Code Specifications.
6. "**Fentanyl Test Strip Kits**" or "**FTS**" means non-prescription test strips that are used outside of the setting of a licensed clinical or laboratory setting or by clinical

healthcare and/or laboratory workers in their professional setting (i.e., these strips are to be used by members of the general public in their personal setting[s]) to test substances for the presence of Fentanyl or Fentanyl analogs.

7. **"Homebound Individuals"** means persons with limited mobility who are not be able to access COVID-19 resources outside of their residence.
8. **"Kiosk"** means unstaffed distribution machines used to dispense COVID-19 Antigen Test Kits, Harm Reduction Products [Naloxone, Fentanyl Test Strip Kits and Xylazine Test Strip Kits and Condoms (internal and external)], and Educational Material(s), in both indoor and/or outdoor settings, located throughout LAC.
9. **"Naloxone"**, also known as "NARCAN® Nasal Spray," means an FDA-approved, prefilled, needle-free non-prescription device that requires no assembly and delivers a 4-milligram [mg] dose of Naloxone hydrochloride via a single-use, intranasal spray device sprayed into one nostril while the person with the suspected opioid overdose lays on their back. Any potential additional formulations of 4-mg Naloxone hydrochloride intranasal spray furnished by the California Department of Health Care Services ("DHCS") Naloxone Distribution Project ("NDP") may also be included. The terms Naloxone and Naloxone nasal spray may be used interchangeably herein and refer to formulations of Naloxone HCl 4 mg nasal spray furnished by the DHCS NDP, as specified in Attachment 3: Naloxone Specifications.
10. **"Naloxone Distribution Project"** or **"NDP"** means the project administered by DHCS to combat opioid overdose-related deaths throughout California. The NDP aims to reduce opioid overdose deaths through the provision of free Naloxone. Through the NDP, qualified entities can request free Naloxone from DHCS and have it shipped directly to their address.
11. **"Project"** means the ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services Project.
12. **Xylazine Test Strip Kits"** or **"XTS"** means non-prescription testing strips used for the detection of xylazine in liquid or powder samples of a drug outside of the setting of a licensed clinical or laboratory setting or by clinical healthcare and/or laboratory workers in their professional setting (i.e., testing strips to be used by members of the general public in their personal setting[s]).

### 3 ATTACHMENTS

The following Attachments are incorporated into and deemed to be part of this Statement of Work:

ATTACHMENT 1	DISTRIBUTION KIOSK SPECIFICATIONS
ATTACHMENT 2	ANTIGEN TEST SPECIFICATIONS
ATTACHMENT 3	NALOXONE SPECIFICATIONS
ATTACHMENT 4	FENTANYL TEST STRIP KITS SPECIFICATIONS
ATTACHMENT 5	XYLAZINE TEST STRIP KITS SPECIFICATIONS
ATTACHMENT 6	SEXUALLY TRANSMITTED DISEASE HARM REDUCTION PRODUCTS SPECIFICATIONS (CONDOMS - INTERNAL & EXTERNAL)
ATTACHMENT 7	EDUCATIONAL MATERIALS SPECIFICATIONS (7A AND 7B)
ATTACHMENT 8	CONTRACTOR DISCREPANCY REPORT

## **4 SCOPE OF SERVICES**

Contractor will provide COVID-19 Antigen Test Kits and Harm Reduction Products Distribution Services through unstaffed Kiosks, in accordance with Contract specifications, at locations identified or approved by the County. In addition, Contractor will receive and process requests to deliver COVID-19 Antigen Test Kits to homebound individuals as a function of the Homebound Distribution Program.

Contractor must be ready to commence Services for all Service Sites, as follows:

- Contractor must execute Service Site Agreements with sites as soon as possible but no later than 30 days of the request from the County, after Service Site locations and contact information are provided by the County. Contractor must obtain required approvals from the County for the Service Site Agreement template before execution, as outlined in Section 4.4 of this Statement of Work, Setup and Installation of Kiosks.
- At least 50 Kiosks will be installed, stocked, and functional, no later than 30 days of execution of the Service Site Agreement.
- Contractor must provide a logistics plan for conducting services for the Homebound Distribution Program within two weeks of Contract execution and commence said services within four weeks of Contract execution, with direction from the County. The logistical plan must include the specifications outlined in Section 4.7 of this Statement of Work, Homebound Distribution Program.

Contractor will provide Services as described in this Section.

### **4.1 SERVICE SITES**

- a) Contractor will install Kiosks in various outdoor and indoor locations ("Service Sites") throughout LAC, in every Service Planning Area ("SPA") and Supervisorial District, including, but not limited to, the Antelope Valley.
- b) The County will provide a list of potential Service Sites to Contractor after Contract execution. Service Sites will be selected based on community need, accessibility, and readiness. Service Sites may include, but not be limited to: metro stations, Public Health Centers, other County clinics, homeless shelters, agency offices (such as community-based organizations), independent pharmacies, and more. Contractor will work with Public Health to confirm all required Service Sites for Kiosks. Contractor may also be asked to recommend a list of Service Sites for the County's review and approval.
- c) Contractor will add, move, or remove Kiosks from Service Sites at any given time at County's instruction. If requested by the County, the Contractor must move or remove Kiosks within five Business Days.

### **4.2 KIOSK SPECIFICATIONS**

Contractor must provide Kiosks in accordance with the specifications outlined in Attachment 1: Vending Machine Kiosk Specifications.

## **4.3 PRODUCT SPECIFICATIONS AND INVENTORY REQUIREMENTS**

### **4.3.1 ANTIGEN TEST KITS**

Contractor must purchase, store, and dispense Antigen Test Kits to supply Kiosks, as well as for the Homebound Distribution Program, as requested and when directed by the County, in accordance with the specifications outlined in Attachment 2: Antigen Test Kit Specifications.

### **4.3.2 NALOXONE**

Contractor must store and dispense Naloxone in accordance with the specifications outlined in Attachment 3: Naloxone Specifications. Contractor may either obtain Naloxone, in the form of nasal spray, at no cost from NDP, or purchase, as requested and when directed by the County.

### **4.3.3 FENTANYL TEST STRIP KITS**

Contractor must purchase, store, and dispense FTS Kits, as requested and when directed by the County, in accordance with the specifications outlined in Attachment 4: Fentanyl Test Strip Kit Specifications.

### **4.3.4 XYLAZINE TEST STRIP KITS**

Contractor must purchase, store, and dispense XTS Kits, as requested and when directed by the County, in accordance with the specifications outlined in Attachment 5: Xylazine Test Strip Kits Specifications.

### **4.3.5 CONDOMS (INTERNAL AND EXTERNAL)**

Contractor must store and supply STD Harm Reduction Products (i.e., Condoms – External and Internal) to Kiosks, in accordance with the specifications outlined in Attachment 6: Sexually Transmitted Disease Harm Reduction Products Specifications (Condoms - Internal and External). Contractor may either obtain External/Male and Internal/Female Condoms at no cost from <https://lacondom.com/>, or purchase, as requested and when directed by the County.

## **4.4 SETUP AND INSTALLATION OF KIOSKS**

- a) Contractor will coordinate with designated Service Site authorized personnel and set up Service Site Agreement(s) between Contractor and each Service Site.
- b) Contractor will submit the Service Site Agreement template to County for approval before Contractor implements it with the Service Site(s). Final negotiated versions of the Service Site Agreement must be submitted to the County for approval before execution.

- c) Contractor will work with each Service Site location to coordinate and establish a delivery and installation schedule of Kiosks at a mutually agreed upon date and time.
- d) If requested by a Service Site, Contractor will provide Service Site personnel with an in-person, pre-recorded, or live virtual demonstration of Kiosk functionality before the installation of the Kiosk to ensure that Service Site personnel familiar with the basic use of the Kiosk. Contractor remains responsible for the Kiosks at all times, notwithstanding any Service Site requesting a functionality demonstration.
- e) Contractor is required to furnish all equipment necessary and install Kiosks at Service Sites designated by the County at no additional cost to the County.
- f) Contractor is responsible for all damages to property caused by installation equipment, Kiosks, or Contractor personnel during placement and/or installation.
- g) Contractor must ensure that Kiosks do not obstruct the flow of foot traffic or interfere with emergency exits or access areas.
- h) All Kiosks must operate on regular wall voltage of 110 VAC. All plugs must be three pronged and properly grounded. Contractor must use energy efficient units whenever possible.

## **4.5 INVENTORY AND STOCKING REQUIREMENTS**

### **4.5.1 GENERAL INVENTORY AND STOCKING REQUIREMENTS**

- a) County will determine the products and quantities that need to be included in each Kiosk at each Service Site, and requirements will be outlined in the Service Site Agreement. Kiosks must be fully restocked at least every seven days. If any given product in a Kiosk is depleted in inventory more quickly than seven days, Contractor and County will come to a mutual agreement on a more frequent basis to restock.
- b) Contractor will ensure that no expired products remain in Kiosks and will properly dispose of expired COVID-19 Antigen Test Kits, Naloxone, Fentanyl Test Strip Kits, Xylazine Test Strip Kits, and/or Condoms in compliance with County's Public Health requirements for disposal of expired or products that remain unused by the end of the Contract term, as outlined in Attachment 2: Antigen Test Kit Specifications, Attachment 3: Naloxone Specifications, Attachment 4: Fentanyl Test Strip Kits Specifications, Attachment 5: Xylazine Test Strip Kits Specifications, and Attachment 6: Sexually Transmitted Disease Harm Reduction Products Specifications (Condoms - Internal and External).
- c) If products offered are discontinued by the supplier, Contractor will make substitutions as recommended by County and is required to use only County-approved vendors for the purchase of harm reduction products. Contractor will advise County of any anticipated discontinuations.
- d) Contractor will print educational materials to be distributed at Kiosks with products, and/or publicly display educational information on and around the

machine, as directed by County. Additional specifications and requirements are outlined in Attachment 7A: Educational Materials.

- e) Contractor must provide a QR code on each Kiosk covered under this SOW to provide educational materials and information. County reserves the right to update or change the QR code or associated URL at any time, with written notice to Contractor. In such an event, Contractor will update the QR code at each Kiosk when notified by County regarding the need for update. QR code specifications and other requirements are outlined in Attachment 7B: Educational Materials.

#### **4.5.2 ADDITIONAL PRODUCTS**

In addition to the products listed above, the County may determine it has the need for Contractor to stock other related products (e.g., other HIV/STD transmission, overdose, and COVID-19 transmission prevention products) in the Kiosks, either provided by the County or purchased by Contractor. Any products other than those specified herein may only be added via an amendment to the Contract and will include any required revisions to the Statement of Work and Schedule of Fees.

#### **4.6 KIOSK MAINTENANCE, SERVICE, AND REPAIR**

- a) Kiosks are deemed the property of Contractor, and Contractor is responsible for all maintenance, service, repair, and replacement of Kiosks, as required, at no additional cost to the County.
- b) Contractor may charge a Relocation/Removal Fee (as needed), as provided in the Pricing Schedule of the Contract, to cover costs associated with relocating or permanently removing a Kiosk.
- c) Contractor is fully responsible for the Kiosks. County will not be liable for destruction or theft of the Kiosks by vandalism or any other means.
- d) Contractor will ensure Kiosks are cleaned during each service visit or as needed. This includes but is not limited to: cleaning touch pads and glass screens and removing and cleaning any residue from broken, leaking, or otherwise damaged products, etc.
- e) County reserves the right to have designated representatives review, inspect, and evaluate the operation and condition of the Kiosks at any time, with respect to maintaining the quantity and quality of the Antigen Test Kits and/or harm reduction products distributed, methods of service, safety, sanitation, and maintenance, etc. at levels satisfactory to the County.
- f) Contractor must address service calls within two business days of the initial notification. If Contractor does not respond to service calls within the designated time period for the Kiosk repair, or fails to maintain Kiosks in working order, the County may procure, upon such terms and in such manner as the County may deem appropriate, repair of Kiosks and Contractor will be liable to the County for such repairs.

- g) Replacement of non-functional Kiosks must be addressed within two weeks of notification from the County or Service Site or upon discovery of non-function by Contractor. Contractor will communicate with Service Site personnel and arrange for a mutually agreed upon date and time to complete repairs and/or replacements. Any repairs and/or replacements must be submitted in a monthly report, as outlined in Section 6.2 of this Statement of Work, Monthly Reporting Requirements.
- h) All Kiosks must be removed no later than the Contract end date unless the Contract is otherwise extended by an amendment. If Contract is terminated, for any reason, prior to the term end date, Contractor must remove all Kiosks within two weeks' notice of termination by the County.

#### **4.7 HOMEBOUND DISTRIBUTION PROGRAM**

- a) Contractor will receive and process requests submitted via a publicly available survey link, for Antigen Test Kits from homebound individuals participating in the County's Homebound Distribution Program.
- b) Contractor will ship Antigen Test Kits and Educational Materials requested through the Homebound Distribution Program and ensure delivery within four Business Days of the initial request.
- c) Contractor may choose the delivery carrier so long as Contractor maintains the required turn-around time for processing.

### **5 STANDARD OPERATING PROCEDURE**

- a) Contractor must develop and submit to the County's Project Director, or designee, for approval, as soon as possible but no later than two weeks after Contract execution, a Standard Operating Procedure ("SOP"), which must address the following:
  - Functionality and Kiosk usage by the public, including meeting Americans with Disabilities Act ("ADA") requirements;
  - Plan for installment, maintenance, and service/repair of Kiosks;
  - Plan for replenishment of Kiosk contents of Antigen Test Kits and Harm Reduction Products, including Educational Materials;
  - Homebound Distribution Program procedures; and
  - Any additional onsite servicing needed.
- b) Contractor will adhere to the SOP for provision of Services hereunder.
- c) Contractor will update and modify the SOP, as needed, to maintain efficiency and effectiveness of Services.
- d) Any modification to the SOP must be provided to the County's Project Director, or designee, for approval no less than three days before implementation.

### **6 REPORTING**

Contractor must submit reports to Public Health in accordance with the requirements outlined in subsections 6.1 through 6.3 below. The County will utilize reports/data to assess "burn-rates" of products requested by each sector, number of products across each sector, and any geographical gaps in the distribution of resources to monitor outcomes and deliverables



for the Project. Placement of the Kiosks will be evaluated and may be adjusted by Public Health, as needed.

## **6.1 WEEKLY REPORTING REQUIREMENTS**

Contractor will provide the County the results of participant surveys from Kiosks on a weekly basis. Survey results will include the following data:

- Race
- Ethnicity
- Age (in a range of choices)
- Gender
- Zip code of residence
- Other survey questions, as provided by the County, and approved by Public Health IT Security/Privacy.

Contractor will provide data to the County for the Homebound Distribution Program on a weekly basis. Information will include the following data:

- Total number of requests for tests
- Summary of challenges faced with data collection or Antigen Test Kits distribution
- For each request:
  - Zip Code of residence
  - Number of tests requested
  - Number of tests shipped

## **6.2 MONTHLY REPORTING REQUIREMENTS**

Contractor will submit to Public Health a monthly inventory report which will include the Service Site and the number of all products (Antigen Tests, Naloxone, Fentanyl Test Strip Kits, Xylazine Test Strip Kits, and Condoms – Internal and External) that were:

- Received by Contractor (including Naloxone from NDP)
- Purchased by Contractor (if applicable)
- Stocked in Kiosks
  - In aggregate, and
  - Per Kiosk location
- Dispensed from Kiosks (include date and time of dispensing)
  - In aggregate, and
  - Per Kiosk location
- Expired and returned to Public Health
- Discarded (if visibly damaged)
- Unaccounted-for stock (e.g., discrepancy between number of items initially received versus currently on hand in inventory versus distributed via kiosks, including but not limited to suspected or possible loss or theft)

- Visibly defective or damaged (and disposition of such, including date)
- Narrative account of any applicable special situations, including but not limited to unaccounted-for stock, Kiosk defacement or malfunction, complaints by community members (e.g., item purchased did not dispense), any unusual trends (e.g., a particular Kiosk's stock depletion significantly changes from one report period to another).

### **6.3 CONTINUOUS/AD-HOC REPORTING REQUIREMENTS**

Contractor will provide any incident reports to the County within 24 hours. Reasons for incident reports include, but are not limited to, irreparable malfunction, destruction of equipment, request from the Service Site or Public Health for removal or relocation of Kiosks, etc. Contractor will provide ad-hoc reporting information to the County upon request.

## **7 CONTRACTOR'S MANAGEMENT, ADMINISTRATION, AND STAFFING**

Contractor must designate the personnel described in this Section and identified in Exhibit L (Contractor's Administration) of the Contract. Contractor will notify the County in writing of any change to the names or other contact information specified therein.

### **7.1 CONTRACTOR'S PROJECT DIRECTOR**

- 7.1.1 Contractor must designate for the term of the Contract a Project Director with the responsibilities as described below:
- a) Contractor's Project Director will retain professional and administrative responsibility for performance of the Contract and the Services provided thereunder;
  - b) Contractor's Project Director must have the authority to resolve disputes between Contractor and the County; and
  - c) Contractor's Project Director is responsible for overseeing the Project with the ability to analyze and resolve problems related to organizational management, program planning, budget and fiscal operations, systems, and procedures.

### **7.2 CONTRACTOR'S PROJECT MANAGER**

- 7.2.1 Contractor must designate for the term of the Contract a Project Manager with the authorities and responsibilities as described below. Contractor may opt to have these responsibilities assumed by the Project Director. Contractor's Project Manager will be the County's chief contact person with respect to, and at a minimum, will be responsible for:
- a) day-to-day administration and performance of the Contract;
  - b) inspecting and ensuring the quality of any and all tasks, deliverables, goods services and other work provided by Contractor hereunder;

- c) being available to the County at all times during regular Business Hours; and
- d) participating in meetings with the County, as needed, to discuss updates and/or concerns.

7.2.2 Contractor's Project Manager must have a minimum of one year of experience in providing oversight and coordination of health and/or other medical supply Kiosk Services.

7.2.3 Contractor's Project Manager will ensure that County's Project Manager is notified immediately regarding any issues or problems impacting Service Sites, including:

- a) unscheduled closure or other issue with the operation of a Service Site;
- b) inability to provide the County with data regarding dispensing of products within the required timeframe;
- c) a shortage of products specifically, including, but not limited to, any challenges with shipping Antigen Test Kits to homebound individuals through the Homebound Distribution Program and other issues that may impact the delivery of services specified in this Statement of Work.

7.2.4 Contractor will refer all media inquiries or questions to County's Project Manager within two business days.

### **7.3 TRAINING AND PERSONNEL**

7.3.1 Contractor must ensure that each of Contractor's personnel has undergone proper requisite training and orientation prior to providing any Services under the Contract. At a minimum, this will include public safety (fire, electrical, disaster) training.

7.3.2 Contractor's service technicians must have proper identification, either an employer-issued identification and/or government-issued identification. Proper identification must be shown while at a Service Site and when installing, maintaining, repairing, stocking, or removing Kiosks.

7.3.3 Contractor's personnel are expected to conduct themselves in a courteous, safe, and responsible manner. This includes refraining from any behavior or actions that may be deemed offensive or unsafe and which do not comply with County policies and procedures.

## **8. COUNTY PERSONNEL**

The Director, or authorized designee, has the authority to administer the Contract on behalf of County. A listing of all County administration referenced in the following Paragraphs is designated in Exhibit K (County's Administration) of the Contract. County will notify Contractor in writing of any change to the names or contact information specified therein. The persons administering the Contract on behalf of County are not authorized to make changes to any of the terms and conditions of the Contract or to further obligate County in any respect whatsoever.

## **8.1 COUNTY'S PROJECT DIRECTOR**

County's Project Director is an authorized designee of the Director, with the authority to negotiate and recommend changes to the Contract and to resolve disputes between County or Public Health and Contractor. The responsibilities of County's Project Director include:

- a) Ensuring that the objectives of the Contract are met; and
- b) Providing direction to Contractor in the areas related to County policy and procedures.

## **8.2 COUNTY'S PROJECT MANAGER**

County's Project Manager is the authorized designee of County's Project Director, unless specified otherwise. County's Project Manager is the County's chief contact person with respect to:

- a) The day-to-day administration and performance of the Contract; and
- b) The quality of any and all tasks, deliverables, data, goods, services, and other work provided by Contractor hereunder.

## **9. QUALITY CONTROL PLAN**

Contractor must establish and utilize a comprehensive Quality Control Plan (also referred to herein as "Plan" or "QCP") to ensure that a consistently high level of Services is provided to County throughout the term of the Contract. The Plan must be submitted to County's Project Manager and Public Health Contracts Monitoring Division for review and approval within 30 days of the Effective Date of the Contract. The Plan must include, but not be limited to, the information specified below:

- a) Method of monitoring all tasks and services to ensure that the Contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable; and
- b) Specific activities to be monitored on either a scheduled or unscheduled basis; and
- c) Methods of monitoring including methods of verifying authenticity of reports and methods to ensure quality of services; and
- d) Frequency of monitoring; and
- e) Sample of forms to be used in monitoring; and
- f) Job title and personnel performing monitoring functions; and
- g) Plan for ensuring that services will continue in the event of a natural or manmade disaster, as applicable.

A record of all inspections conducted by Contractor, any corrective action taken, the time the problem was first identified, a clear description of the problem and the time elapsed between identification and completed corrective action must be provided monthly to County and upon request, unless otherwise instructed by County.

## **10. QUALITY ASSURANCE PLAN**

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 38 of the Contract (County's Quality Assurance Plan). Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

## **11. MEETINGS AND COUNTY OBSERVATIONS**

Contractor is required to attend any scheduled or ad-hoc meetings with County staff. In addition to departmental contracting staff, other County personnel may observe performance or activities and review documents relevant to the Contract at any time during normal Business Hours without unreasonably interfering with Contractor's performance. Contractor must meet virtually with the County Program Manager no fewer than two times per month.

## **12. CONTRACTOR DISCREPANCY REPORT**

Verbal notification of a performance discrepancy will be made by County's Project Manager as soon as possible whenever a performance discrepancy is identified. The problem will be resolved within a time mutually agreed upon by County and Contractor.

County's Project Manager will determine whether a formal Contract Discrepancy Report ("CDR") will be issued. If a formal CDR is issued, Contractor is required to respond in writing to County's Project Manager within five Business Days, acknowledging the reported performance discrepancies or presenting contrary evidence. Contractor must submit a plan for correction of all performance deficiencies identified in the CDR to County's Project Manager within 10 Business Days. A sample of the CDR is included in Attachment 8 (Contractor Discrepancy Report) to this Statement of Work.

## **ATTACHMENT 1: DISTRIBUTION KIOSK SPECIFICATIONS**

Contractor will provide Kiosks in accordance with the specifications outlined below:

1. Physical Specifications:
  - 1.1 Kiosks must include user-friendly, easily understood and easily visible instructions.
  - 1.2 Kiosks must be fully automated with some form of security system (e.g., alarms, etc.) that deters people from damaging and/or stealing harm reduction products.
  - 1.3 Kiosks must include customer feedback system (e.g., customer support line) for reporting issues and inquiries.
  - 1.4 Kiosks must be equipped with internal temperature controls to prevent damage to harm reduction products. Contractor must monitor temperature control settings of Kiosks to ensure internal temperatures do not fall below those specified in the SOW.
  - 1.5 In settings with extreme climates, machines placed outdoors will require access to an electricity source and the ability to maintain temperature stability, as outlined below:
    - 1.5.1 Naloxone, which must be stored between 5° and 77°F (or between -15° and 25°C); and/or
    - 1.5.2 Fentanyl Test Strip kits and Xylazine Test Strip kits, which must be stored between 36 and 86°F (or between 2 and 30°C).
  - 1.6 Kiosks must be protected in a way that they are not easily unplugged.
  - 1.7 Kiosks must be weather-proof and able to withstand all elements.
  - 1.8 Kiosks must be able to dispense products without any payment or proof of insurance.
2. Signage:
  - 2.1 Kiosks must be able to be wrapped in County-approved wrap/signage.
  - 2.2 Where indicated by County and with agreement from the Service Site, Contractor must post signage around Kiosks to provide information or Quick Response (QR) codes that direct participants with smartphone access to additional harm reduction resources available online (e.g., instructional videos, program finders and databases, online trainings, blogs).
  - 2.3 Kiosks must have the capacity to support having a QR code sticker on it to allow users access to more information online.
  - 2.4 Signage must comply with the Americans with Disabilities Act ("ADA") and all other applicable federal, State, and local laws and regulations.
3. Weight:
  - 3.1 To help thwart theft of the Kiosks, Kiosks must weigh a minimum of 400 pounds, but no more than 1,300 pounds.
4. Contractor will, at no additional cost to County, provide and maintain, as part of the Services under the Contract, a data system ("Platform") for use by

Contractor's staff.

- 4.1 Kiosks must be installed with a Platform that allows Contractor to track and manage data (e.g., survey responses, distribution rate, malfunction alert, etc.) and operations, and from which Contractor will be able to generate reports and data for County's review and auditing purposes. Data collection should include product uptake metrics, including, but not limited to the quantity of products dispensed and peak usage days and times.
- 4.2 The Platform must, at a minimum, provide for the following functionalities and capabilities: Ability to offer participants a survey with up to 10 questions, the results of which will be shared with the County on a weekly basis, inclusive of all Kiosk Service Sites (aggregated and separate data).
  - 4.2.1 County will provide and update the screening questions in survey form for participants to complete when accessing an Antigen Test Kit or harm reduction product from a Kiosk. Screening questions may include information regarding race, ethnicity, age (in a range of choices), gender, zip code of residence, etc. but must not include any Personal Identifying Information ("PII") or Protected Health Information ("PHI").
  - 4.2.2 Surveys will be anonymous, and the participant may opt out of taking the survey or may opt out of answering any of the specific questions of the survey.
  - 4.2.3 County will also provide translation for any languages determined necessary by County for inclusion in the survey.
  - 4.2.4 Contractor will maintain the Platform based on the County's needs and make County-requested necessary modifications to the Platform to account for any changes, as directed by County, all at no additional cost.
  - 4.2.5 Contractor must be able to collect data remotely from the Kiosks/Platform and send to the County, as needed.
  - 4.2.6 Contractor must also provide for management (e.g., orders and processing) of on-line survey-based requests for the Homebound Distribution Program. The survey-based requests may be submitted by someone who identifies as homebound or on behalf of someone within the household who identifies as homebound. The request will include the recipient's name (or requestor's name if submitting on behalf of a homebound individual); recipient's shipping address, email address, and telephone number; an indication of whether the recipient is 65 years or older; confirmation that the recipient does not reside in a long-term care facility; and if the recipient and/or any other members of the household are homebound individuals. To qualify, the recipient

must be 65 years of age or older or homebound (regardless of age) and must not reside in a long-term care facility.

5. Electrical Requirements:

- 5.1 Kiosks must be able to be plugged into a standard electrical outlet and have a backup battery lasting at least 24 hours, in case of a power outage(s).
- 5.2 All Kiosks must operate on regular wall voltage of 110 VAC. All plugs must be three-pronged and properly grounded.
- 5.3 Contractor must use energy efficient units whenever possible.

6. Dispensing Ability:

- 6.1 Kiosks must be able to hold at least 300 COVID-19 Test Kits or harm reduction products at one time and dispense 24 hours per day, seven days per week ("24/7"), if in an outdoor or other public, unlocked setting.
- 6.2 Kiosk will be equipped with a timer to allow for a delay between dispensing of products, in order to deter, but not prevent, any one individual from depleting the products in the Kiosk at any one given point in time. The timeframe to obtain a dispensed product between transactions must be adjustable and any time delay will be determined by the County.
- 6.3 Kiosks must only dispense only one Antigen Test Kit or harm reduction product at a time.
- 6.4 Kiosks must have the capacity to have Educational Materials (i.e., a Testing Pocket Card and/or referral card that is 5x7 inches) from a product or drug manufacturer or from a federal, State, or Local Health Agency, accessible to participants. Accessible, for the purposes of this SOW means either dispensed from the Kiosk, located on the exterior of the Kiosk, or provided via a QR code sticker that allows the user to find information via their Web browser.
- 6.5 Kiosks must be able to dispense or otherwise make available Pocket Cards with each product.
- 6.6 Kiosks must be equipped with internal counters to validate units of COVID-19 Test Kits or harm reduction products available and their distribution.

7. Legal compliance:

- 7.1 Kiosks must comply with all applicable federal, State, and/or local laws, regulations, and ordinances.



## ATTACHMENT 2: ANTIGEN TEST SPECIFICATIONS

Contractor must purchase, store, and supply Antigen Test Kits to supply Kiosks, as well as for the Homebound Distribution Program, as requested, in accordance with the specifications outlined in this Attachment 2: Antigen Test Kit Specifications.

### 1. Product Specifications:

- a) Tests must be rapid (home) antigen self-tests also known as Antigen Tests. Tests should not be Point of Care (POC) tests or tests otherwise intended for professional diagnostic purposes by providers that have CLIA Certificates of Waiver. This means the test does not require the supervision of a healthcare provider or a telehealth proctor. Tests should not require the use of a smartphone, a computer, or any other device needing to be purchased by the participant for the purpose of interpreting the results.
- b) Antigen Tests must be Federal Food and Drug Administration (FDA) Emergency Use Authorization (EUA) approved as listed on the FDA website: <https://www.fda.gov/medical-devices/coronavirus-COVID-19-and-medical-devices/home-otc-COVID-19-diagnostic-tests>
- c) Antigen Tests must be FDA authorized for self-testing at home and not listed on the “Fraudulent COVID-19 Products” website below. Contractor must provide Public Health a manufacturer's certificate of authenticity for each Lot Number of Antigen Tests. Fraudulent COVID-19 Products Website: <https://www.fda.gov/consumers/health-fraud-scams/fraudulent-coronavirus-disease-2019-COVID-19-products>
- d) Antigen Tests must be of the types that allow for testing children ages two years and older.
- e) Test Kits must each contain two Antigen Tests per box, no more and no less.
- f) Instructions on how to use the Test Kit must be provided in both English and Spanish. Instructions may be provided via a paper instruction that is included inside the Test Kit or via a QR code on the Kiosk linked to a website.
- g) Antigen Tests must be authorized to be collected by a nasal swab.
- h) Antigen Tests must provide results within 15 minutes and no longer.

### 2. Purchase:

- a) Antigen Test Kits may be purchased in bulk.

### 3. Inventory:

- a) County will determine the products and quantities that need to be included in each Kiosk at each Service Site, and requirements will be outlined in the Service Site Agreement. Kiosks must be fully restocked every seven days. If any given product in a Kiosk is depleted in inventory more quickly than seven days, Contractor and County will come to a mutual agreement on a quicker turn-around time to restock.
- b) Contractor must monitor and maintain inventory such that no more than 25,000 Antigen Tests Kits may remain in inventory at the end of the Contract, and any unused Antigen Test Kits must be returned to a Public Health designated warehouse at no cost to the County.
- b) If products (e.g., a specific brand of Antigen Test) offered are discontinued by the supplier, Contractor will substitute with a County-approved replacement product, following the Antigen Test Specifications. Contractor will advise County of any

anticipated Antigen Test Kit discontinuations. Any proposed replacement Antigen Test Kit(s) must be submitted for review and approval by County prior to purchase or placement in a Kiosk.

4. Expiration:

- a) Antigen Tests must have an expiration date (as printed on the Test Kits) of, at minimum, six months from the date of stocking in a Kiosk. Contractor must provide Public Health the expiration date for each Lot Number, as printed on the Test Kits, as well as any FDA extended expiration dates, if different than the aforementioned dates, in a Microsoft (MS) Excel file, at least three Business Days before Test Kits are purchased by Contractor. Manufacturer's expiration dates must not be relabeled or altered as printed on the box and case.
- b) Contractor will return any expired Antigen Tests to Public Health at no charge.

## ATTACHMENT 3: NALOXONE SPECIFICATIONS

Contractor must store and dispense Naloxone in accordance with the specifications outlined in this Attachment 3: Naloxone Specifications.

1. Product Specifications:
  - a) Each individual carton (box) of Naloxone 4 mg intranasal spray must include two pre-filled, single-use intranasal spray devices in blister packages, of which each device contains one single dose of four milligrams (4 mg) of Federal Food and Drug Administration (FDA)-approved Naloxone Hydrochloride medication.
  - b) The individual carton width × depth × height dimensions, in inches [""], of Naloxone are 2.98" × 2.39" × 5.61" (7.57 centimeters [cm] × 6.07 cm × 14.25 cm). Cartons of any other size specifications must be submitted to Public Health for approval prior to purchase.
  - c) The manufacturer's Instructions for Use must be included in each carton (containing two single-use devices) of Naloxone Hydrochloride Injection (HCI) nasal spray.
2. Obtaining Naloxone – Required Registration with the California Department of Health Care Services (DHCS) Naloxone Distribution Project (NDP) on behalf of Public Health:
  - a) Prior to or upon Contract award, Contractor must apply to DHCS NDP, as an affiliate of Public Health, in order to obtain Naloxone 4 mg intranasal spray. Contractor may complete an online application by accessing the website:  
[https://aurerhealthgroup.qualtrics.com/jfe/form/SV\\_3aqWz9n74FH7tVs](https://aurerhealthgroup.qualtrics.com/jfe/form/SV_3aqWz9n74FH7tVs).
  - b) DHCS NDP registration processing currently takes approximately four weeks. By no later than two weeks after Contract award, Contractor must submit to Public Health proof of either application to or registration with California DHCS NDP.
  - c) If Contractor is already approved to obtain Naloxone via DHCS NDP, Contractor must provide such proof to County, either as part of its Bid submission or upon Contract award.
  - d) As part of its NDP registration, Contractor must follow all instructions and satisfy all requirements of DHCS NDP to remain in good standing, including but not limited to:
    - i. Furnish a copy of a valid and active business license, Federal Employer ID Number (FEIN), employer W-9, or tax-exempt letter indicating that they are submitting a DHCS NDP application as part of the Public Health NDP;
    - ii. Provide DHCS NDP with a comprehensive summary explaining the quantity of Naloxone requested and a document detailing the policies and procedures for Naloxone distribution including inventory, tracking, and distribution plan for Naloxone received through the NDP;
    - iii. Provide DHCS NDP any other documents required for Contractor's organization type.

Contractor should refer to the [Naloxone Distribution Project homepage](#) **and** to the *Eligibility for the NDP* section of the [NDP FAQ document](#) for additional required documentation and instructions. For specific questions about NDP, Contractor may contact [naloxone@dhcs.ca.gov](mailto:naloxone@dhcs.ca.gov).
3. Obtaining Naloxone – Product:
  - a) Contractor is responsible for obtaining FDA-approved Naloxone HCI through DHCS NDP. In the event Naloxone is not available from DHCS NDP, or is not available in sufficient quantity from DHCS NDP, at the sole discretion of County, Contractor must purchase Naloxone from an FDA-approved and Public Health-Substance Abuse Prevention and Control (SAPC)-approved and -verified manufacturer or vendor of

- FDA-approved Naloxone HCl 4 mg intranasal spray, as necessary to maintain an adequate, available supply to be contained and distributed via Kiosks.
- b) Contractor must obtain a sufficient quantity of Naloxone HCl spray through DHCS NDP as a first means of supply to stock all Kiosks. Where NDP is unable to supply sufficient Naloxone to stock Kiosks, Contractor must purchase 4 mg intranasal Naloxone Hydrochloride directly from the medication's manufacturer or an authorized vendor/distributor that is first verified by Public Health-SAPC, in order to maintain a sufficient supply to stock Kiosks.
  - c) If Contractor cannot obtain a sufficient quantity of Naloxone from DHCS NDP in order to maintain the inventory stock for Kiosks, Contractor must notify Public Health immediately and in no case, more than 24 hours from awareness of the situation, and Contractor will await any further clarification or instructions from Public Health about obtaining Naloxone. Public Health reserves its right to so clarify and instruct Contractor.
  - d) Additional notes:
    - i. A standing order is no longer required to obtain Naloxone HCl 4 mg nasal spray via DHCS NDP, due to this medication's current over-the-counter status.
    - ii. Under no circumstances will Contractor stock Kiosks with any other formulation or dosage of Naloxone other than single-use, 4 mg-per-dose Naloxone intranasal spray, as described in this Statement of Work, without the prior written authorization of Public Health.
    - iii. Contractor will maintain and submit to Public Health a monthly inventory report of Naloxone HCl for all Kiosks served, as specified in Section 6 of this SOW, Reporting.
    - iv. Contractor will coordinate providing information about the items dispensed from the Kiosks for the County to inform reporting, as outlined in Section 6: Reporting of this SOW.
4. Inventory:
- a) County will determine the products and quantities that need to be included in each Kiosk at each Service Site, and requirements will be outlined in the Service Site Agreement. Kiosks must be fully restocked every seven days. If any given product in a Kiosk is depleted in inventory more quickly than seven days, Contractor and County will come to a mutual agreement on a quicker turn-around time to restock.
  - b) No more than 100 Naloxone HCl individual cartons may remain in inventory at the end of the Contract term, and all unused (unexpired and expired) Naloxone individual cartons and remaining stock will be returned to Public Health at no charge.
  - c) Contractor agrees to comply with all applicable requirements of federal, State, and local laws and regulations.
5. Storage:
- a) Naloxone must be stored between 5° and 77°F (between -15° and 25°C).
  - b) Do not freeze Naloxone. Naloxone freezes below 5°F (-15°C). Naloxone should not be frozen, but if there's a situation in which that occurs, Contractor must immediately, and no later than 24 hours, notify Public Health for further instructions.
  - c) Avoid exposing Naloxone to temperatures higher than 104°F [ $> 40^{\circ}\text{C}$ ]. If there's a situation in which that occurs, Contractor must immediately, and no later than 24 hours, notify Public Health for further instructions.
  - d) Contractor must immediately address temperature control issues and replace/restock Naloxone as necessary.
  - e) Contractor must protect Naloxone from direct sunlight.

- f) Naloxone must be kept and stored its original carton (individual box) that contains two single-use, pre-filled nasal spray devices in blister packages along with manufacturer's Instructions for Use up until time of actual use.
6. Expiration:
- a) Contractor will employ stock rotation based on the expiration dates of the individual Naloxone cartons to ensure that unexpired cartons with the earliest expiration dates are dispensed before unexpired cartons with later expiration dates.
  - b) Contractor will examine every carton of Naloxone stocked in all Kiosks on a monthly basis, at minimum, and will remove and replace Naloxone cartons that are due to expire.
7. Discarding expired Naloxone:
- a) Contractor will return all expired Naloxone to Public Health at no charge.

## **ATTACHMENT 4: FENTANYL TEST STRIP (FTS) KITS SPECIFICATIONS**

Contractor must purchase, store, and dispense Fentanyl Test Strip (FTS) Kits, as requested and when directed by the County, in accordance with the specifications outlined in this Attachment 4: Fentanyl Test Strip Kit Specifications.

1. Product Specifications:
  - a) The dimensions of the FTS Kits are “to be determined” by the County. .
  - b) Each FTS Kit must contain at least five single-use individually wrapped test strips and a package insert (manufacturer’s Instructions for Use).
2. Obtaining FTS Kits:
  - a) Contractor must purchase FTS kits from a Public Health-Substance Abuse Prevention and Control (SAPC)–verified manufacturer or provider in sufficient amounts to effectively maintain the stock in all Kiosks serviced under the Contract.
  - b) Contractor must notify the County at least two calendar weeks before purchasing any FTS Kits for written approval. Contractor must also request written approval from County before contacting any FTS Kit manufacturer to inquire about a turn-around time for receipt of products.
  - c) Contractor’s time for receipt of FTS Kits may be up to four weeks, inclusive of time for County’s written approval of product purchase and receipt of products from manufacturer.
3. Inventory:
  - a) County will determine the products and quantities that need to be included in each Kiosk at each Service Site, and requirements will be outlined in the Service Site Agreement. Kiosks must be fully restocked every seven days. If any given product in a Kiosk is depleted in inventory more quickly than seven days, Contractor and County will come to a mutual agreement on a quicker turn-around time to restock.
  - b) Contractor must stock Kiosks with FTS Kits that are unopened and in their original packages, each of which show no evidence of tampering, incompleteness, or damage to the package or its contents. Unexpired, unopened Kits must contain, at a minimum, the actual FTS and manufacturer’s Instructions for Use as education materials.
  - c) No more than 100 FTS Kits should remain in inventory at the end of the Contract, and all unused FTS Kits must be shipped to a Public Health-designated warehouse, at no cost to Public Health.
  - d) Contractor will maintain and submit to Public Health a monthly inventory report of FTS Kits for all Kiosks served, as specified in Section 6 of this SOW, Reporting.
4. Storage:
  - a) FTS Kits must be stored between 36 and 86°F (between 2 and 30°C).
5. Expiration:
  - a) FTS Kits must not remain in Kiosks past their expiration date.
  - b) Contractor will employ stock rotation based on the expiration dates of the FTS Kits to ensure that unexpired FTS Kits with the earliest expiration dates are dispensed before unexpired FTS Kits with later expiration dates.
  - c) Contractor will examine every individual package of FTS Kits stocked in all Kiosks on a monthly basis, at minimum, and will remove and replace FTS Kits packages that are due to expire.
6. Discarding expired FTS Kits:

Contractor will return all expired FTS to Public Health at no charge.

## ATTACHMENT 5: XYLAZINE TEST STRIP (XTS) KITS SPECIFICATIONS

Contractor must purchase, store, and dispense Xylazine Test Strip (XTS) Kits to supply Kiosks, as requested and when directed by the County, in accordance with the specifications outlined in this Attachment 5: Xylazine Test Strip Kits Specifications.

1. Product Specifications:
  - a) Contractor must stock Kiosks with Public Health SAPC–verified XTS Kits.
  - b) The dimensions of the XTS Kits are “to be determined”; however, XTS Kits must contain at least five individually-wrapped test strips, as well as one manufacturer’s Instructions for Use.
2. Obtaining XTS Kits:
  - a) When directed by the County, Contractor must purchase XTS Kits from a Public Health-SAPC–verified manufacturer or provider in order to effectively maintain the stock in all Kiosks serviced under this SOW.
  - b) Contractor must notify the County at least two calendar weeks before purchasing any FTS Kits for written approval. Contractor must also request written approval from County before contacting any FTS Kit manufacturer to inquire about a turn-around time for receipt of products.
  - c) Contractor’s time for receipt of FTS Kits may be up to 4 weeks, inclusive of time for County’s written approval of product purchase and receipt of products from manufacturer.
3. Inventory:
  - a) County will determine the products and quantities that need to be included in each Kiosk at each Service Site, and requirements will be outlined in the Service Site Agreement. Kiosks must be fully restocked every seven days. If any given product in a Kiosk is depleted in inventory more quickly than seven days, Contractor and County will come to a mutual agreement on a quicker turn-around time to restock.
  - b) Contractor must stock Kiosks with XTS Kits that are unopened and in their original packages, each of which show no evidence of tampering, incompleteness, or damage to the package or its contents.
  - c) Unexpired, unopened Kits must contain, at a minimum, the actual XTS and manufacturer’s Instructions for Use as educational materials.
  - d) No more than 100 XTS Kits should remain in inventory at the end of the Contract term, and Contractor will return all unused and/or expired XTS to Public Health at no charge
2. Storage:
  - a) Xylazine Test Strip Kits must be stored between 36°F and 86°F (or between 2°C and 30°C).
3. Expiration:
  - a) XTS Kits must not be used past their expiration date.
  - b) Contractor will employ stock rotation based on the *expiration dates* of the XTS Kits to ensure that unexpired XTS Kits with the earliest expiration dates are dispensed before unexpired XTS Kits with later expiration dates.
  - c) Contractor will examine every individual package of XTS Kits stocked in all Kiosks on a monthly basis, at minimum, and will remove and replace XTS kits packages that are due to expire.
4. Discarding expired XTS Kits:

Contractor will return all expired XTS to Public Health at no charge.

## **ATTACHMENT 6: SEXUALLY TRANSMITTED DISEASE HARM REDUCTION PRODUCTS SPECIFICATIONS - CONDOMS (INTERNAL AND EXTERNAL)**

Contractor must store and supply Sexually Transmitted Disease Harm Reduction Products (i.e., Condoms – External and Internal) to Kiosks, in accordance with the specifications outlined in this Attachment 6: Sexually Transmitted Disease Harm Reduction Products Specifications (Condoms - Internal and External).

1. Product specifications:
  - a) Contractor will supply lubricated external condoms (also known as male condoms) and internal condoms (also known as female condoms) to support safer sex practices. .
  - b) External Condom Specifications: External condoms must be made of latex and lubricated with non-spermicidal silicone or water-based lubricant. Use of natural membranes, such as lambskin, is prohibited.
  - c) Internal Condom Specifications: Internal condoms (female condoms) are thin nitrile pouches forming a barrier against HIV transmission.
2. Obtaining Condoms:
  - a) Male/External Condoms:
    - i. Contractor must register as an L.A. Condom Partner within two weeks after Contract execution, by completing the Partner Sign-Up form at <https://lacondom.com/partner-signup/>.
    - ii. Once registered, Contractor may submit requests to receive male/external condoms free of charge. It may take approximately four weeks for Contractor to receive requested products, so Contractor must plan accordingly to ensure sufficient inventory to stock Kiosks.
    - iii. Contractor must indicate the specific location of each Kiosk that contains Male/External Condoms for inclusion on the list of distribution hubs that are available on the L.A. Condom website.
    - iv. L.A. Condom’s resources are reserved for L.A. County residents only, and distribution partners must have a business address within L.A. County that is open to (or serves) the general public. If Contractor uses a home address, Contractor may be required to provide additional information.
  - b) Female/Internal Condoms:
    - i. Registration as an L.A. Condom partner is not required to receive free Female/Internal Condoms. To receive Female/Internal Condoms free of charge, Contractor may simply requests by visiting the L.A. Condom website at <https://lacondom.com/>.
    - ii. Contractor must indicate the specific location of each Kiosk that contains Female/Internal Condoms for inclusion on the list of distribution hubs that are available on the L.A. Condom website.
    - iii. L.A. Condom’s resources are reserved for L.A. County residents only, and distribution partners must have a business address within L.A. County that is open to (or serves) the general public. If Contractor uses a home address, Contractor may be required to provide additional information.
  - c) If free Condoms (Internal or External) are not available from the above referenced source, Contractor must purchase Condoms, as needed, from a designated vendor approved by the County.
3. Inventory:
  - a) County will determine the products and quantities that need to be included in each Kiosk at each Service Site, and requirements will be outlined in the Service Site Agreement.



Kiosks must be fully restocked every seven days. If any given product in a Kiosk is depleted in inventory more quickly than seven days, Contractor and County will come to a mutual agreement on a quicker turn-around time to restock.

4. Regulatory Compliance and Quality Assurance:
  - a) Condoms must adhere to regulatory standards set by relevant health and safety authorities, complying with Federal Food and Drug Administration (FDA) - or equivalent - standards for safety, effectiveness, and labeling requirements.
5. Storage:
  - a) Conditions: Contractor must store condoms away from direct sunlight and between 32°F and 100°F (or 0°C to 37°C).
  - b) Packaging Protection: Contractor must ensure condoms remain in their original, sealed packaging or a dedicated container within the Kiosk, to prevent damage.
  - c) Avoidance of Degrading Factors: Contractor must prevent exposure to moisture, chemicals, and oil-based substances that may compromise condom integrity.
  - d) Regular Maintenance: Contractor must conduct routine checks for expiration dates and inspect exterior packaging of condoms for damage before stocking in Kiosks to ensure reliability.
6. Discarding expired Condoms:
  - a) Contractor will return all expired Condoms to Public Health at no charge.

## **ATTACHMENT 7A: EDUCATION MATERIALS SPECIFICATIONS**

### **FOR ANTIGEN TEST KITS AND DIVISION OF HIV AND STD PREVENTION (DHSP) EDUCATIONAL MATERIALS**

#### **(HUMAN IMMUNODEFICIENCY VIRUS ([HIV]/SEXUALLY TRANSMITTED DISEASE [STD]) REFERRAL CARD): POCKET CARDS**

1. Printing Specifications:
  - a) Size of paper: 5 x 7 inches
  - b) Double-sided printing
  - c) Semi-gloss: Satin Aqueous (AQ) coating
  - d) Paper: 100#
  - e) Four colors font: Cyan, Magenta, Yellow and Black (CMYK) color
2. Languages: One side English, the other side translated in Spanish (or other languages as directed by Public Health)
3. Sample of Proof: A template will be shared with Contractor upon Contract execution.

## ATTACHMENT 7B: EDUCATION MATERIALS SPECIFICATIONS

### QUICK RESPONSE (QR) CODES FOR OVERDOSE-PREVENTION EDUCATIONAL MATERIAL

1. QR Code Specifications:
  - a) Contractor will provide a QR code sticker on each Kiosk that directs the user to information on overdose-prevention and harm-reduction information and resources (hereinafter “overdose-prevention QR code sticker”) including, for example, but not limited to information on Naloxone, how to recognize and respond to an opioid overdose, information on Fentanyl Test Strips (FTS) Kits and/or Xylazine Test Strip (XTS) Kits, or other pertinent information.
  - b) The County may elect to provide Contractor a QR code or may ask Contractor to create a QR code for the Kiosks. For security reasons, QR codes posted on a Kiosk must be behind a protected screen and cannot be removable or have the ability to be altered. Additionally, any QR codes created by Contractor must be submitted to Public Health for approval from Public Health’s Information Security Office before use/implementation, and QR codes must be direct links and cannot be Uniform Resource Locator (URL) shorteners.
  - c) The overdose-prevention QR code sticker must be placed no lower than 48" from the floor and no higher than 60" inches from the floor on which the Kiosk sits.
  - d) Public Health will determine the minimum and maximum size, and what message, if any, the overdose-prevention QR code sticker will provide.
  - e) If Contractor is directed by Public Health to have an overdose-prevention QR code sticker on each Kiosk, then said sticker must be present and fully functional (i.e., the sticker is not defaced or defective, and it directs the user to the Public Health-designated URL) on each Kiosk containing any of the following overdose-prevention items or as instructed by Public Health. Additionally, each stickers’ functional status must be checked by Contractor each time Contractor refills any Naloxone, FTS Kits, or XTS Kits in any such Kiosk.
  - f) The County reserves the right to instruct Contractor to change or update the overdose-prevention QR code sticker on each Kiosk, in which case Contractor will have no more than 30 calendar days to change/update all overdose-prevention QR code stickers.

## ATTACHMENT 8: CONTRACTOR DISCREPANCY REPORT

CDR NUMBER	DATE CDR PREPARED
FACILITY	
CONTRACTOR	CONTRACTOR NUMBER
TO CONTRACTOR'S STAFF (NAME AND TITLE)	FROM (COUNTY STAFF NAME AND TITLE)

### INCIDENT DETAILS

DATE(S) OF INCIDENT	TIME(S) OF INCIDENT	LOCATION(S) OF INCIDENT
DESCRIPTION OF INCIDENT		
CONTRACTUAL REQUIREMENT(S) – INCLUDE AGREEMENT REFERENCES		

### CONTRACTOR DUE DATES

1) Contractor's Written Acknowledgement of discrepancy response is due within 5 business days from the date of this CDR: _____ 2) Contractor's Correction Plan of all deficiencies identified in this CDR is due within 10 business days from the date of this CDR: _____	
SIGNATURE OF COUNTY REPRESENTATIVE	DATE

### CONTRACTOR CORRECTIVE ACTION PLAN

IDENTIFY THE ROOT CAUSE OF INCIDENT AND CORRECTIVE ACTION TAKEN		
PLAN FOR PREVENTION OF FUTURE INCIDENTS		
WRITTEN NAME & TITLE OF CONTRACTOR REPRESENTATIVE	SIGNATURE OF CONTRACTOR REPRESENTATIVE	DATE

Project Title:  
 Period of Performance:

**ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services**  
**Date of Execution through December 31, 2026**

<b>Exhibit C - Schedule of Fees</b>	
<b>UNIT - EACH</b>	<b>FEE</b>
Monthly Kiosk Rental Cost per Kiosk (includes coordination, delivery, setup and as-needed maintenance/repair).	
Antigen Test Kits for Kiosks: Test Kits must each contain two Antigen Tests per box, no more and no less.	
Antigen Test Kit Delivery to Homebound Distribution Program Individuals (includes postal delivery fee for Antigen Test Kits): Test Kits must each contain two Antigen Tests per box, no more and no less.	
FDA-approved Naloxone Hydrochloride 4 mg Intranasal Spray purchased by Contractor from FDA-approved and SAPC-verified manufacturer: 1 carton (containing 2 single-use devices in blister packages and instructions for use).	
Fentanyl Test Strip (FTS) Kits purchased by Contractor from a SAPC-verified manufacturer: 1 FTS kit (containing at least 5 individually-packaged strips and instructions for use).	
Xylazine Test Strip (XTS) Kits purchased by Contractor from a SAPC-verified manufacturer: 1 XTS kit (containing at least 5 individually-packaged strips and instructions for use).	
FDA-standard External condoms purchased by Contractor from external vendor: External condoms (FDA standard): latex, lubricated with non-spermicidal silicone or water-based lubricant.	
FDA-standard Internal condoms purchased by Contractor from external vendor: Internal condoms (FDA standard): thin, nitrile pouch.	
Printing Costs for Educational Materials (Testing Pocket Cards for Antigen Test Kits, Sexual Disease Reduction, etc.).	
Kiosk Supply Restocking Fee (as-needed and inclusive of all products).	
Kiosk Relocation/Removal Fee (as-needed).	

Rates are all inclusive and no other costs are allowable.

## EXHIBIT D

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

The terms of this Exhibit will 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 must 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 will 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") must 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 must 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 must 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 must 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 will 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 must 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 must comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

Contractor must also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. Contractor must 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 must include a contractual provision to this effect and of this substance in all of its subcontract agreements. Contractor must 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 must 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, must also fully comply with the requirements as set forth in said County Code.
- 7.3 Lobbying Certifications.** Contractor must complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit D. 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 will 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 will constitute a material breach of the Contract upon which the County may immediately terminate the Contract, and Contractor will 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 must 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 must 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 must 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 must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned must 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 must 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 will 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 will be paid according to Exhibit C, Schedule of Fees, of this Contract to provide COVID-19 Test Kits and Harm Reduction Products Distribution Services ("Services") pursuant to Exhibit A, Statement of Work and Exhibit C, Schedule of Fees, during the period that begins on Contract execution and ends on December 31, 2025 ("Covered Period"), in accordance with the terms and conditions set forth in the Contract and Exhibit D, Federal ARP Regulations. Project Funds for Services under the Contract must be incurred by November 30, 2026, and any payments under the Contract must be made by December 31, 2026.

1.1.1 Contractor will 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 will be as provided in Exhibit C, Schedule of Fees, and Contractor will be paid only for work approved in writing by County. If County does not approve work in writing, no payment will be due to Contractor for that work. Invoices must comply with any requirements imposed by Exhibit D, Federal ARP Regulations, including identification of any work using ARP Funds.

1.1.2 Contractor must 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.

1.1.4 Only costs related to the purchase of COVID-19 Antigen Test Kits, the percentage of Kiosk space required for said products, and any educational materials (Pocket Testing Card) for said products, as outlined in Exhibit A, Statement of Work, will be covered by ARP funding.

**1.2** EXPENDITURES. Project Funds expenditures made by Contractor in connection with this Contract must 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 must 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 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 will be 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 10 days of receipt of the non-appropriation notice.
- 1.5** IMPROPER USE OF ARP FUNDS. Contractor must only use Project Funds in accordance with the Contract and Contractor's improper use of Project Funds, as determined by CEO, or designee, will 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 15 of the Contract titled "RECORD RETENTION AND AUDIT", the below paragraphs will 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 will be at no additional cost to County, unless authorized in writing. These requirements include, but are not limited to:
- 3.2.1 Contractor must 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 Principals, 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 must 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 will prepare and submit financial, project progress, monitoring, evaluation, and any other reports as required by County. Contractor will submit weekly and monthly reports to County per the terms outlined in Exhibit A, Section 6 (Reporting) of the Statement of Work.
- 3.3.1 Contractor must provide reports to County that will: (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 must 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 must 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.
- 3.3.5 Contractor must provide to the County reports and/or documentation reflecting the information available, accessible, and/or stored on dashboards or similar platforms relating to any services for Project and/or performed under the Contract. Reports and/or documentation must be provided to the County each time the dashboard or platform is substantively updated or upon request by the County.
- 3.3.6 Final Activity Reports: Contractor must provide a final activity report that addresses the following, at a minimum: (i) identify the final expenditures incurred and ARP reimbursements by County to Contractor for the Project as of the date provided by County; (ii) demonstrate how Contractor expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; (iv) provide a description of activities that were undertaken for the Project; and, (v) provide a reconciliation of the final Project expenditures including the unspent Project Funds and interest on or before June 30, 2025. Unless otherwise waived in writing by the County, final activity reports must be submitted 30 days after the Project has been completed.
- 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, must, at all times during the term of this Agreement, and for a period of five 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 must 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 will 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 will constitute a material breach of the 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 must 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 must maintain records and financial documents in accordance with the applicable laws, regulations, and guidelines, and have sufficient evidence to demonstrate compliance with Treasury Laws and Regulations. Contractor must 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 the Contract and Treasury Laws and Regulations. Contractor must also comply, and must 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 must maintain records in accordance with the longer period.
- 4.2** RECORDS RETENTION. Contractor must 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 or for a period of seven 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 must maintain records in accordance with the longer period.

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

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

#### **6.0 ATTORNEY FEES**

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

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

- 7.1** Contractor, its agents, and employees must 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.

- 7.2** 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 will be employed in any capacity by Contractor or will have any direct or indirect financial interest in Contractor.
- 7.3** 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 must 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 year from the date he/she separated from County employment.
- 7.4** Contractor must immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112.

## **8.0 SUCCESSORS AND ASSIGNS**

The Contract is 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.

## **9.0 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 will be deemed severable from the remainder of the Contract and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope of breadth, such provision will be deemed valid to the extent of the scope of breadth permitted by law.

## **10.0 INTERPRETATION**

No provision of the Contract will 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.

## **11.0 PROJECT INTEGRITY**

Contractor must maintain and implement practices to protect the integrity of the Services and the Project Funds, and Contractor must 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 the COVID-19 Test Kits and Harm Reduction Products Distribution Services Contract; 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'S EEO CERTIFICATION**

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Contractor Name

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Address

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Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

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

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

---

Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of any 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 will 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 will 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 must maintain the confidentiality of any information obtained and must notify the applicable Los Angeles County Department of Public Health 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 will 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



**ARP COVID-19 TEST KITS AND HARM REDUCTION PRODUCTS  
DISTRIBUTION SERVICES  
COUNTY'S ADMINISTRATION**

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

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

**COUNTY PROJECT DIRECTOR:**

Name: TBD  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: TBD  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
\_\_\_\_\_

**COUNTY CONTRACT PROJECT MONITOR:**

Name: TBD  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
\_\_\_\_\_

**ARP COVID-19 TEST KITS AND HARM REDUCTION PRODUCTS  
DISTRIBUTION SERVICES  
CONTRACTOR'S ADMINISTRATION**

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

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

**CONTRACTOR'S PROJECT MANAGER:**

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

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

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

**COUNTY CONTRACT PROJECT MONITOR:**

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

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

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

\_\_\_\_\_

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

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

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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

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

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

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

**OR**

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

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Signature

---

Date

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Name and Title of Signer (please print)

PURCHASE ORDER# \_\_\_\_  
Name of Vendor: \_\_\_\_  
Online Requisition # \_\_\_\_

## EXHIBIT N

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

### 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.

- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

### **4. CONTRACTOR'S USE OF COUNTY INFORMATION**

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### **5. SHARING COUNTY INFORMATION AND DATA**

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

## 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through



fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall

return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief

Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

CISO-CPO\_Notify@lacounty.gov

**Chief Information Security Officer:**

Jeff Aguilar  
Chief Information Security Officer 320 W  
Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Sascha Schleumer

Departmental Information Security Officer

5555 Ferguson Dr.

Commerce, CA 90022

(213) 251-6703

[SSchleumer@ph.lacounty.gov](mailto:SSchleumer@ph.lacounty.gov)

- b. Include the following information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organization's official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

**15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any

breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or privacy program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third

party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. CYBER LIABILITY INSURANCE**

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$\_\_\_\_\_per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.



## ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for

correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

**ACKNOWLEDGED AND AGREED TO BY:**

**[VENDOR NAME]:**

**SIGNATURE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPENDIX B**  
**REQUIRED FORMS**  
**FOR**  
**ARP COVID-19 TEST KITS AND HARM REDUCTION**  
**PRODUCTS DISTRIBUTION SERVICES**  
**INVITATION FOR BIDS**  
**IFB #2024-003-ARP**

**Exhibits**

- 1) IFB Checklist
- 2) Organization Questionnaire/Affidavit
- 3) Certification of Compliance
- 4) Request for Preference Consideration
- 5) Debarment History and List of Terminated Contracts
- 6) Declaration
- 7) Community Business Enterprise (CBE) Information (Excel)
- 8) Bidder's Affidavit of Adherence to Minimum Mandatory Requirements
- 9) Pricing Sheet for ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services (Excel)
- 10) Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
- 11) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (45 C.F.R. Part 76.)

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 INVITATION FOR BIDS (IFB) #2024-003-ARP  
 ARP COVID-19 TEST KITS AND HARM REDUCTION PRODUCTS DISTRIBUTION 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 7.6.1: Bid Cover Letter</b>	Included <input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 7.6.2: Table of Contents</b>	<input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 7.6.3: Pricing Sheet (Section A)</b>	
Exhibit 9: Pricing Sheet for ARP COVID-19 Test Kits and Harm Reduction Products Distribution 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 7.6.4: Bidder's Qualifications (Section B)</b>	
<b>A. Organization Questionnaire/Affidavit and CBE Information (Section B.1)</b>	
Exhibit 2: Organization Questionnaire/Affidavit	<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 confirmed copy of the Certificate of Limited Partnership OR Application for Registration of Foreign Limited Partnership, as filed with the California Secretary of State, and any amendments.	<input type="checkbox"/> Yes

<b>B. Minimum Mandatory Requirements (Section B.2)</b>	
Exhibit 8: Bidder's Affidavit of Adherence to Minimum Mandatory Requirements	<input type="checkbox"/> Yes
<b>C. Bidder's Debarment History and List of Terminated Contracts (Section B.3)</b>	
Exhibit 5: Bidder's Debarment History and List of Terminated Contracts	<input type="checkbox"/> Yes
<b>D. Bidder's Pending Litigation and Judgments (Section B.4)</b>	
Bidder's Pending Litigation and Judgments Statement Note: Per the IFB, Section 7.6.4.4, Bidder's Pending Litigation and Judgments, Bidder must provide a separate statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder or a statement verifying Bidder has no pending litigations or judgments.	<input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 7.6.5: Required Forms (Section C)</b>	
Exhibit 1: This IFB Checklist	<input type="checkbox"/> Yes
Exhibit 2: Organization Questionnaire/Affidavit	<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: Debarment History and List of Terminated Contracts	<input type="checkbox"/> Yes
Exhibit 6: Declaration	<input type="checkbox"/> Yes
<b>IFB Reference, Sub-section 7.6.6: Proof of Insurability (Section D)</b>	
Bidder furnished a copy of Certificate of Insurance (ACCORD or equivalent form) or a letter from a qualified insurance carrier indicating a willingness to provide the required coverage.	<input type="checkbox"/> Yes
<b>A. COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate: \$2 million	<input type="checkbox"/> Yes
Products/Completed Operations Aggregate: \$1 million	<input type="checkbox"/> Yes
Personal and Advertising Injury: \$1 million	<input type="checkbox"/> Yes
Each Occurrence: \$1 million	<input type="checkbox"/> Yes
<b>B. AUTO LIABILITY</b>	
	<input type="checkbox"/> Yes

Auto Liability: \$1 million	
<b>C. WORKERS' COMPENSATION</b>	
Each Accident: \$1 million	<input type="checkbox"/> Yes
<b>E. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS</b>	
Not less than \$1 million per claim and \$3 million aggregate	<input type="checkbox"/> Yes
Bidder submitted one copy of the bid in response to this IFB in the format prescribed herein and clearly marked " <b>Bid Submission for ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services, IFB: #2024-003-ARP</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.**

❖ **Social Media (e.g., Twitter, Facebook, etc.)**

**Yes**

❖ **Department of Public Health Workshop**

**Yes**

❖ **County Vendor Fair**

**Yes**

❖ **Contracting Opportunity flyer**

**Yes**

❖ **E-mail Notification**

**Yes**

❖ **Website (Department Public Health Contracts and Grants)**

**Yes**

❖ **Other Website (*Please describe below*):**

**Yes**

❖ **Other (*Please describe below*):**

**Yes**

**Thank you!**

**REQUIRED FORMS – EXHIBIT 2**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

<b>Bidder Name:</b> <a href="#">Click or tap here to enter text.</a>	<b>County Webven Number:</b> <a href="#">Click or tap here to enter text.</a>
<b>Address:</b> <a href="#">Click or tap here to enter text.</a>	
<b>Telephone Number:</b> <a href="#">Click or tap here to enter text.</a>	<b>Email:</b> <a href="#">Click or tap here to enter text.</a>
<b>Internal Revenue Service Employer Identification Number:</b> <a href="#">Click or tap here to enter text.</a>	<b>California Business License Number:</b> <a href="#">Click or tap here to enter text.</a>

1	<p>Select the option that best defines your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p><b>If Corporation or Limited Liability Company (LLC):</b>  Legal Name (as stated in Articles of Incorporation): <a href="#">Click or tap here to enter text.</a>  State of Incorporation: <a href="#">Click or tap here to enter text.</a>  Year of Incorporation: <a href="#">Click or tap here to enter text.</a></p> <p><b>If Limited Partnership or a Sole Proprietorship:</b>  Name of proprietor or managing partner: <a href="#">Click or tap here to enter text.</a></p> <p><b>If other:</b> Specify business structure name: <a href="#">Click or tap here to enter text.</a></p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>Name: <a href="#">Click or tap here to enter text.</a></p> <p>Country of Registration: <a href="#">Click or tap here to enter text.</a></p> <p>Year became DBA: <a href="#">Click or tap here to enter text.</a></p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: <a href="#">Click or tap here to enter text.</a></p> <p>State of Incorporation or registration of parent firm: <a href="#">Click or tap here to enter text.</a></p>
4	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): <a href="#">Click or tap here to enter text.</a></p> <p>Year(s) of Name Change: <a href="#">Click or tap here to enter text.</a></p>



**REQUIRED FORMS – EXHIBIT 2**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

5	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".	<a href="#">Click or tap here to enter text.</a>
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger.</p> <p><a href="#">Click or tap here to enter text.</a></p>
7	List all names and contact information of all individuals legally authorized to commit the Bidder.	<p>Name: <a href="#">Click or tap here to enter text.</a></p> <p>Title: <a href="#">Click or tap here to enter text.</a></p> <p>Phone: <a href="#">Click or tap here to enter text.</a></p> <p>Email: <a href="#">Click or tap here to enter text.</a></p> <p>Name: <a href="#">Click or tap here to enter text.</a></p> <p>Title: <a href="#">Click or tap here to enter text.</a></p> <p>Phone: <a href="#">Click or tap here to enter text.</a></p> <p>Email: <a href="#">Click or tap here to enter text.</a></p> <p>Name: <a href="#">Click or tap here to enter text.</a></p> <p>Title: <a href="#">Click or tap here to enter text.</a></p> <p>Phone: <a href="#">Click or tap here to enter text.</a></p> <p>Email: <a href="#">Click or tap here to enter text.</a></p>

### REQUIRED FORMS – EXHIBIT 3

#### CERTIFICATION OF COMPLIANCE

Bidder 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"/> Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.  <b>OR</b>  <input type="checkbox"/> Bidder 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/START 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/START 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>
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## REQUIRED FORMS – EXHIBIT 4

### REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS:** Bidders requesting preference consideration must complete and include this form in their bid. Bidders may request consideration for one or more preference programs. **In order to qualify for preference, a 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)

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for non-federally funded County solicitations <input type="checkbox"/> Certification for federally funded County solicitations	<a href="#">LACC 2.204</a>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for non-federally funded County solicitations <input type="checkbox"/> Certification for federally funded County solicitations	<a href="#">LACC 2.205</a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#">LACC 2.211</a>

**Note: In no instance 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**  
**DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Bidder's Name: [Click or tap here to enter text.](#)

<b>1. DEBARMENT HISTORY (Check one)</b>	<b>YES</b>	<b>NO</b>
Bidder 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>
Bidder 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:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

**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 1-5 IS TRUE AND CORRECT.**

PRINT NAME: <a href="#">Click or tap here to enter text.</a>	TITLE: <a href="#">Click or tap here to enter text.</a>
SIGNATURE:	DATE: <a href="#">Click or tap here to enter text.</a>

IFB #2024-003-ARP for  
 ARP COVID-19 TEST KITS AND HARM REDUCTION PRODUCTS DISTRIBUTION SERVICES

**REQUIRED FORMS – EXHIBIT 7  
 COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

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

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

Instructions for Completing Form

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

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

<b>Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b>
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

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

**SUBMITTAL**

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



**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 be used to meet 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 3.1.1</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 must have a minimum of one year of experience in providing oversight and coordination of COVID-19, harm reduction, or other medical supply vending machine kiosk services, comparable to the services identified in Sample Contract Exhibit A (Statement 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><b>Years of Experience providing COVID-19 or other medical supply vending machine kiosk services from _____ mm/yr. to _____ mm/yr.</b></p>	
<p><b>MMR 3.1.2</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 must have a minimum of one year of logistical experience, within the last five years, shipping and tracking products delivered to consumers.</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><b>Years of Experience shipping and tracking products delivered to consumers from _____ mm/yr. to _____ mm/yr.</b></p>	
<p><b>MMR 3.1.3</b></p>	<p><b>Location:</b> Bidder must have an office location in Los Angeles County.</p>

<input type="checkbox"/> <i>Yes (If yes, provide address of office(s) location below)</i>  <input type="checkbox"/> <i>No</i>	
	Office(s) Address: <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>
<b>MMR 3.1.4</b>  <input type="checkbox"/> <i>Bidder <b>does not</b> have any unresolved disallowed costs as explained above.</i>  <input type="checkbox"/> <i>Bidder <b>has</b> unresolved disallowed costs as explained above.</i>	<b><u>Unresolved Disallowed Costs:</u></b> 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.  County will verify that Bidder does not have unresolved disallowed costs.

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 will be at the Director’s sole judgment, which will 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	

Bidder Name:  
 Project Title: **ARP COVID-19 Test Kits and Harm Reduction Products Distribution Services**  
 Period of Performance: **12 Month Period\***

**Budget instructions:**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The fixed rate(s) must include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies, unless stated otherwise in the IFB. **It is understood and agreed that where quantities, if any, are set forth in the Pricing Sheet, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.**

\*Estimated quantities are based on projected usage for 12 months.

No additional cost categories or items will be accepted on this Pricing Sheet.

PRICING SHEET						
	Unit	# Months	Unit	Estimated Quantity	Price	TOTAL
Monthly Kiosk Rental Cost (includes coordination, delivery, setup and as-needed maintenance/repair)	Each	12	1	100		\$0
Antigen Test Kits for Kiosks	Test Kits must each contain two Antigen Tests per box, no more and no less.	12	1	450,000		\$0
Antigen Test Kit Delivery to Homebound Distribution Program Individuals (includes postal delivery fee for Antigen Test Kits)	Test Kits must each contain two Antigen Tests per box, no more and no less.	12	1	5,200		\$0
FDA-approved Naloxone Hydrochloride 4 mg Intranasal Spray purchased by Contractor from FDA-approved and SAPC-verified manufacturer	1 carton (containing 2 single-use devices in blister packages and instructions for use)	12	1	4,444		\$0
Fentanyl Test Strip (FTS) Kits purchased by Contractor from a SAPC-verified manufacturer	1 FTS kit (containing at least 5 individually-packaged strips and instructions for use)	12	1	21,428		\$0
Xylazine Test Strip (XTS) Kits purchased by Contractor from a SAPC-verified manufacturer	1 XTS kit (containing at least 5 individually-packaged strips and instructions for use)	12	1	1,333		\$0
FDA-standard External condoms purchased by Contractor from external vendor	External condoms (FDA standard): latex, lubricated with non-spermicidal silicone or water-based lubricant	12	1	45,000		\$0
FDA-standard Internal condoms purchased by Contractor from external vendor	Internal condoms (FDA standard): thin, nitrile pouch	12	1	150		\$0
Printing Costs for Educational Materials (Testing Pocket Cards for Antigen Test Kits, Sexual Disease Reduction, etc.)	Each	12	1	473,200		\$0
Kiosk Supply Restocking Fee (as-needed and inclusive of all products)	Based on restocking of 100 machines x 4 times a month	12	1	400		\$0
Kiosk Relocation/Removal Fee (as-needed)	Each	12	1	50		\$0
<b>SUBTOTAL</b>						<b>\$0</b>

<b>TOTAL BID PRICE</b>	<b>\$0</b>
------------------------	------------

\_\_\_\_\_  
 Bidders Authorized Official Signature

\_\_\_\_\_  
 Date

**NOTE: No E-signatures will be accepted**

**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".

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**NONE**

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

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Name of Firm

---

Print Name of Signer

Title

---

Signature

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS  
(45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Bidder must provide immediate written notice to the person to whom this Bid is submitted if at any time Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “Bid,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Bid is submitted for assistance in obtaining a copy of those regulations.
4. Bidder agrees by submitting this Bid that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Bidder further agrees by submitting this Bid that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Sample Contract attached to the solicitation, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Bidder acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Bidder acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Bidder acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Exhibit 11

7. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Bidder and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Bidder must attach a written explanation to its Bid in lieu of submitting this Certification. Bidder's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the Bidder and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this solicitation.

Bidder hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

# APPENDIX C, D

## Appendix

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation

**SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST**

*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 Mandatory Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Bidders/Bidders.

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *[Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.)]*

Request submitted by:

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

<b><i>For County use only</i></b>	
Date SRR Request 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 Bidder on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

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

### **RESOURCES**

The following references to resources are offered to assist Bidders who engage in charitable contributions activities. Each Bidder, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit M (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>

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

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

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <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. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.**