



DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL ("SAPC")

REQUEST FOR PROPOSALS (RFP)  
FOR  
COMMUNITY CENTERED EMERGENCY ROOM PROJECT

RFP #SAPC-2012-01

May 2012

Prepared By  
County of Los Angeles



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## I. BACKGROUND

The Needs Special Assistance (NSA Project) was initiated in Fall 2010 by the Department of Health Services (DHS) Los Angeles County University of Southern California Medical Center (LAC+USC MC) management to help reduce the large number of persons with chronic homelessness and co-occurring disorders (COD) who were frequent users of the Emergency Department for health conditions arising from their homelessness and behavioral health conditions.

The NSA Project and interdepartmental work group efforts are led by DHS. Other partners involved in this collaborative are: the Department of Public Health (DPH) Substance Abuse Prevention and Control (SAPC), the Board of Supervisors, First District, the Chief Executive Office (CEO) Integrated Services Branch, Department of Mental Health (DMH), Department of Public Social Services (DPSS), Los Angeles County Sheriff's Department, Los Angeles Housing Services Authority (LAHSA), and various community-based service providers throughout Los Angeles County. The NSA project is a component of the multi-departmental NSA workgroup at LAC+USC MC in which SAPC is administering the referrals and assessments for substance use disorders services.

In February 2011, SAPC conducted an environmental assessment of the LAC+USC MC grounds and surrounding community to identify risk and protective conditions for alcohol and other drug use by patients. The environmental assessment findings are attached as **Exhibit I** and will be used to guide the environmental project.

According to research, the health and well being of individuals depend on both quality coordinated health care services, and community conditions that support health and safety. A successful, equitable health system will fuse these two areas, merging efficient, accessible, and culturally appropriate care with comprehensive efforts to prevent illness and injury by improving community environments.

This coordinated thrust will produce the most effective, sustainable, and affordable health solutions<sup>1</sup>. Community prevention is integral to effective health reform. It reduces the burden placed on the health system by reducing rates of preventable injury and illness and better aligning resources to address the factors that shape health and safety outcomes.<sup>2</sup> The Community Centered Emergency Room Project (CCERP) was developed to serve as the vehicle for providing the needed community-based prevention services to NSA populations with MH and SUD. It aims to educate and empower local community organizations and residents toward addressing health disparities and reducing chronic diseases by promoting healthy living and tackling the social and economic causes of poor health. The CCERP was designed to complement current NSA integrated health care efforts which assist patients with COD or accompanied by other chronic physical health conditions. It is in line with the provisions of the Affordable Care Act (ACA) and federal

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<sup>1</sup> [http://www.kresge.org/content/files/Community-Centered\\_Health\\_Homes.pdf](http://www.kresge.org/content/files/Community-Centered_Health_Homes.pdf)

<sup>2</sup> Thorpe K.E., Florence C.S., and Joski P. (2004). Which medical conditions account for the rise in health care spending? *Health Affairs, Supply Web Exclusives*: 437-445.

funding that include addressing the root causes of health disparities and providing the opportunity to engage community members in this process.

The CCERP bridges the gap between health services, public health, and community prevention. According to the Prevention Institute, a nonprofit, national center, the health and wellbeing of individuals depend on both quality coordinated health care services and community conditions that support health and safety. A successful, equitable health system will fuse these two areas, merging efficient, accessible, and culturally appropriate care with comprehensive efforts to prevent illness and injury by improving community environments<sup>3</sup>.

The CCERP efforts will contribute to the reduction of the large number of persons with chronic homelessness and COD who are frequent users of the Emergency Department for health conditions arising from their homelessness, behavioral health, and community conditions. The CCERP is based on the Community-Centered Health Home Model, an evidence-based concept which includes the following elements: 1) Coordinated activity with community partners, 2) Advocacy for community health, 3) Mobilization of patient populations, 4) Strengthening of partnerships with local health care organizations, and 5) Establishment of model organizational practices.

The CCERP also uses the Public Health Model and *The Guide to Community Preventive Services* (GCPPS), *What Works to Promote Health?* The GCPPS process consists of: forming a systematic review development team (the team); developing a conceptual approach to organizing, grouping, and selecting interventions; selecting interventions to evaluate; searching for and retrieving available research evidence on the effects of those interventions; assessing the quality of and abstracting information from each study that meets inclusion criteria; drawing conclusions about the body of evidence of effectiveness; and translating the evidence on intervention effectiveness into recommendations. Evidence is collected on the positive or negative effects of the intervention on other health and non health outcomes.<sup>4</sup> The CCERP engages members of the SAPC's SUD treatment providers that are operating a coordinated continuum of care aimed specifically at NSA patients.

## II. OBJECTIVES

### A. DPH

DPH is issuing this Request for Proposals (RFP) to solicit proposals from organizations experienced in providing community-based prevention services to homeless populations with mental health (MH) and Substance Use Disorders (SUD). The purpose of this RFP is to select one (1) contractor/organization for recommendation of award of a three (3) year agreement (i.e., contract) for the approximate term of July 1, 2012 through June 30, 2015 at an estimated contract cost of Two Hundred Thousand Dollars (\$200,000) per year, or Six Hundred Thousand Dollars (\$600,000) for the entire term of the agreement.

<sup>3</sup> Cantor, J., Cohen, L., Mikkelsen, L., Panares, R., Srikantharajah, J., & Valdovinos, E. (Feb 2011) *Community-centered health homes: Bridging the gap between health services and community prevention*. Prevention Institute. Retrieved from PI website Press page under Highlights: <http://www.preventioninstitute.org/component/jlibrary/article/id-298/127.html>

<sup>4</sup> Briss PA, Zaza S, Pappaioanou M, et al. Developing an evidence-based Guide to Community Preventive Services—methods. *Am J Prev Med* 2000;18(1):35– 43. available at [www.thecommunityguide.org/library/ajpm355\\_d.pdf](http://www.thecommunityguide.org/library/ajpm355_d.pdf)

**B. Proposer**

1. Minimize if not eliminate community conditions that contribute to alcohol and other drug associated problems within the target area.
2. Engage community residents, business operators, law enforcement personnel, public health inspectors, alcoholic beverage control officers, and others to reduce community risk factors by cleaning up the area and eliminating physical and social conditions that contribute or are conducive to illegal drug activities as well as problem alcohol consumption and inebriation; consequently making it difficult for persons to congregate in the area to engage in such behaviors.
3. Mobilize and organize community stakeholders using evidence-based approaches to establish and enforce policies that can minimize if not eliminate the physical conditions that contribute to unsafe neighborhood environments and frequent visits by NSA patients to the emergency department.
4. Support the LAC+USC MC's NSA work group's efforts to effectively communicate with NSA populations, track referrals, and ensure substance abuse and mental health services are available when needed.

<b>III. MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE</b>
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Interested and qualified organizations that meet all of the following eligibility specifications as related to implementing the proposed CCERP services as described in this RFP are invited to submit a proposal:

- A. Proposer must have a minimum of five (5) years experience, within the last seven (7) years, providing community-based prevention services to homeless populations with mental health and SUD within the targeted community.
- B. Proposer must have formed and have had a successful SUD prevention community coalition in place for at least three (3) years, within the last seven (7) years, and is experienced at mobilizing and organizing community residents and stakeholders to address alcohol and other drug problems and minimize if not eliminate unhealthy community conditions.
- C. Proposer has successfully implemented SUD environmental strategies that resulted in policy development.
- D. Proposer has enforced current policies that changed community conditions leading to a decrease in alcohol and other drug problems within the target area and surrounding neighborhoods, including nuisance abatement policies to reduce or eliminate community risk factors.
- E. Proposer must have existing collaborative partnerships with the Department of Mental Health, SAPC contracted prevention and treatment providers, and other service agencies within the LAC+USC MC campus and surrounding communities. Such

partnerships must include a continuum of substance abuse prevention, treatment, and recovery services that can strengthen client cross referrals for NSA populations.

- F. Proposer must demonstrate ability to begin providing services within thirty (30) calendar days of the agreement award.
- G. In compliance with the provisions of Los Angeles County Board Policy 5.065 on Nonprofit Contractor Requirements, is a tax-exempt, public or incorporated private non-profit 501(c)3 organization (registered with the State of California) or agency of a municipal government. Other government agencies, local educational agencies, institutions of higher education, and for-profit organizations, are not eligible to apply.
- H. Proposer will/have or has a business office in operation within the target area by the time of contract award.

#### IV. CRITICAL DATES AND SUBMISSION INFORMATION

##### A. RFP Timeline

Release of RFP	<b>May 22, 2012</b>
Solicitation Requirements Review Due	<b>June 5, 2012</b>
Written Questions Due	<b>June 5, 2012</b>
Questions and Answers Released	<b>June 19, 2012</b>
<b>Proposers' Conference</b>	<b>June 26, 2012</b>
Mandatory Intent to Apply form Due by 4:30 p.m.	<b>July 17, 2012</b>
<b>Proposals Due by 3 p.m. (Pacific Time) on Thursday, August 2, 2012</b>	

##### B. RFP Availability

The RFP will be available online **beginning May 22, 2012**, at the following websites: <http://purchasingcontracts.co.la.ca.us/>, <http://publichealth.lacounty.gov/cg/index.htm>, and <http://www.publichealth.lacounty.gov/sapc/>.

A limited number of printed copies of the RFP will be distributed at the Proposers' Conference.

##### 1) County Rights and Responsibilities

County has the right to amend the RFP by written addendum. County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum and responses to Questions and Answers shall be made available on the following web sites: <http://purchasingcontracts.co.la.ca.us/>, <http://publichealth.lacounty.gov/cg/index.htm>, and <http://www.publichealth.lacounty.gov/sapc/>. Additionally, Addendum shall be e-mailed to each person or organization which County records indicate has attended

the Proposer's Conference. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposer's RFP Response not being considered, as determined at the sole discretion of County. County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

Proposers are responsible for checking the abovementioned web sites for updates subsequent to the release of the RFP.

C. Proposer's Questions

Proposers may submit written questions regarding this RFP **no later than Tuesday, June 5, 2012, 12:00 noon** by mail, or e-mail to the individual identified in Section **VII. TERMS AND CONDITIONS, Subsection A. Conditions, Paragraph 13. Contact with County Personnel.**

1. Written questions should be submitted in two (2) parts:
  - a. Questions requesting clarification of specific data contained in the RFP.
  - b. Questions requesting additional information relevant to the RFP but not discussed in the RFP.
  
2. All inquiries must be typewritten or word processed and should include:
  - a. Contact Person's Name and Title
  - b. Agency Name
  - c. Agency Address
  - d. Area code and Phone number
  - e. Area Code and Fax number
  - f. E-mail address
  - g. References per question:
    - RFP Section
    - RFP Paragraph Number and/or Title
    - RFP Page Number
    - Passage or quote from RFP

Questions that deviate from the format described above may be rejected without further review and/or response, at County's sole discretion. Proposer bears all risks in the timely submission of written questions. Any written questions received after the submission deadline will not be addressed. County reserves the right to disregard questions that are not relevant to this RFP process and/or group similar questions when providing answers.

Responses to questions received by the deadline indicated above shall be posted on the following web sites: <http://purchasingcontracts.co.la.ca.us/>, at <http://publichealth.lacounty.gov/cg/index.htm>, and <http://www.publichealth.lacounty.gov/sapc/>.

D. Proposing Entity Limitations

Only one (1) proposal per sole proprietorship, partnership, or corporation (whether a parent corporation or a subsidiary corporation under the same or different names) will be considered in response to this RFP -- i.e., a parent corporation may NOT submit a proposal if its subsidiary corporation is submitting a proposal, and a subsidiary corporation may NOT submit a proposal if its parent corporation is submitting a proposal. Additionally, only one subsidiary corporation under a given parent corporation with multiple subsidiary corporations may submit a proposal.

If there is reason to believe that collusion exists among Proposers, none of the proposals submitted by the suspected participants in such collusion will be evaluated for this RFP process.

E. Proposers' Conference

A Proposers' Conference will be held to answer questions concerning this RFP. The Proposers' Conference is scheduled as follows:

**Date/Time:**        **June 26, 2012**  
10:00 a.m. – 12:00 p.m.

**Location:**        Ground Floor Conference Room  
Building A-9 East, Lower Level G  
1000 South Fremont Avenue  
Alhambra, California 91803

NOTE: There is a \$3 charge for parking at The Alhambra campus where the Conference will be held. County will not validate parking tickets or reimburse parking fees paid to attend this Conference.

All organizations in attendance should ensure that the official sign-in attendance sheet is completed and signed by one (1) authorized representative of the organization.

Written meeting notes of the Proposers' Conference will not be available for publication, and County representatives will not hold any private or unilateral consultations before or after the conference that may give a proposer any advantage over another in responding to this RFP.

F. County Responsibility

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

G. Mandatory Intent to Apply

Proposers who intend to submit a proposal in response to this RFP must submit a completed **Intent to Apply form, Attachment 1**, both by mail and e-mail, or by facsimile (FAX) to the individual identified in Section **VII. TERMS AND CONDITIONS, Subsection A. Conditions, Paragraph 13. Contact with County Personnel**. Failure to submit the mandatory Intent to Apply form by the deadline will cause a Proposal to be disqualified without review and eliminated from further consideration.

The Intent to Apply form must be received **no later than 4:30 p.m. on July 17, 2012**.

<b>V. INSTRUCTIONS TO PROPOSERS SUBMITTING PROPOSALS</b>
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This Section contains key instructions to Proposers on how to prepare and submit their proposal. Listed items "A1" through "B12" below are subject to a Pass/Fail qualifying review. Proposals who fail to comply with any of these requirements may be deemed nonresponsive, and consequently disqualified from further evaluation.

A. General Format Requirements

1. Proposers must follow the general format requirements listed below when submitting a proposal under this RFP.
2. Proposal submitted, and attached forms where applicable, must be machine printed (e.g., typewriter, laser jet, etc.) in black type of not less than ten (10) point font, using Arial style print.
3. Proposal must be double-spaced, with (top, bottom, left, and right) margins of not less than one (1) inch.
4. Proposal must be single-sided on eight and a half-inch by eleven-inch (8½" x 11") standard size white bond (or similar color and texture) paper.
5. Proposal must be organized by paragraph sections, alphabetized and titled sections, as described herein, with each section separated by dividers which have labeled tabs - extended for easy visibility.
6. Proposal must be numbered sequentially throughout from beginning to end, to ensure that there are no missing pages and to prevent the duplicate numbering of pages.

7. One original proposal and four (4) hard copies must be presented in separate, individual, three-ring binders, with a maximum binder size of four inches (4"). All proposal hard copies must be included within the binder size limit. In addition, a Portable Document Format (PDF) copy of the proposal on a compact disk (CD) or USB flash drive (i.e., "memory stick") from which extra copies can be printed by SAPC using a personal computer, shall be presented together with the four (4) duplicate hard copies. The PDF copy of the proposal must be the exact duplicate of the hard copy, from cover page to last page, to facilitate reproduction of the proposal for evaluation and other purposes. All binder and PDF copies shall be clearly labeled with the RFP title "COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH SUBSTANCE ABUSE PREVENTION AND CONTROL REQUEST FOR PROPOSALS FOR COMMUNITY CENTERED EMERGENCY ROOM PROJECT, RFP # SAPC-2012-01" and the name of proposer's organization on the front exterior. Size permitting; binder ends shall also include the RFP title and the name of the proposer's organization.
8. Original proposal and all hard copies shall be placed within individual binders, as indicated above. These binders must be SECURE BUT easily OPENED AND CLOSED, for the removal of material by County and appropriately identified by the proposer as "TRADE SECRETS," "CONFIDENTIAL OR "PROPRIETARY" as appropriate.

## **B. Content and Sequence**

Each proposal shall follow the required content and sequence as listed below. Any information which does not fit logically into one of these labeled sections shall be submitted separately under Section **9, Additional Information** of the proposal.

### 1) Cover Letter

There shall be a maximum two (2) page "Cover Letter" on agency letterhead signed in **blue ink**. The letter shall include the following information:

- Full legal agency/proposer name and DBA, address, telephone and fax numbers.
- SPAs where the Proposer's headquarters are located.
- Location, SPA(s), and County Supervisorial District(s) [SD] where the services proposed herein will be provided.
- Budgeted amount for project per SPA and/or per SD where appropriate.
- Name, telephone number, fax number, and e-mail address of the Proposer's contact person for the RFP.
- Name, address, telephone number, and e-mail address of the person(s) authorized to bind the proposal.
- Signature of the Proposer's Executive Director, Chief Executive Officer, or other authorized designee.

The letter should be addressed to:

Mr. Gary Izumi, Chief  
Grants Management and Resolicitations Division  
Substance Abuse Prevention and Control  
1000 South Fremont Avenue, Building A-9 East, Third Floor  
Alhambra, California 91803

2) Table of Contents

The "Table of Contents" shall include a detailed and complete outline of material included in the proposal, identified by Section, alphabetized paragraphs, and continuous page numbering from beginning to end.

3) Proposer's Qualifications

**Section 1** of the proposal shall be entitled "Minimum Mandatory Requirements to Participate," and shall include the completed form described below along with supporting documents as evidence of compliance with these requirements.

<b><u>Form:</u></b>	<b><u>RFP Attachment Number</u></b>
· Minimum Mandatory Requirements to Participate	2

<b><u>Supporting Document:</u></b>
A copy of Proposer's 501(c)(3) exempt status letter

4) Proposer's Capabilities/Program Design

**Section 2** of the proposal shall be entitled "Proposer's Capabilities/Program Design". This section should be written with the intent of offering a clear understanding of the proposed project, as well as the qualifications of the proposer.

This section cannot exceed sixteen (16) double-spaced pages and shall include:

- „ *Abstract/ Executive Summary* [no more than one (1) page]
- „ *Statement of Work*
- „ *Program Design – Narrative*

This section should also include the following completed forms and supporting documents:

<b><u>Form:</u></b>	<b><i>RFP Attachment Number</i></b>
· Work Plan	3
· Proposed Budget Summary	4

<b><u>Supporting Document(s):</u></b>
One Budget Narrative for each fiscal year

The 16-page count limitation does not include the supporting documents for the program design such as work plan, budget summary, budget narratives, subcontracts, résumés of key personnel, position job descriptions, listing of relevant past research projects, and bibliography.

5) Form of Business Organization and Financial Information

**Section 3** of the proposal, "Form of Business Organization and Financial Information," shall include a completed **Proposer's Organization Questionnaire/Affidavit form, Attachment 5**, and all other relevant information regarding the proposer's form of business organization and financial strength and stability.

a. Form of Business Organization

A description of the form of each proposer service provider's business organization (i.e., non-profit; sole proprietorship, partnership, or corporation) must be provided.

If one or more Proposers are incorporated, each proposer shall attach the following relevant documents:

- 1) Articles of Incorporation from the California Secretary of State and any subsequent Amendments to the Articles of Incorporation for a formal name change, and Bylaws.
- 2) A detailed statement indicating whether each individual proposer is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).
- 3) Board minutes identifying who is authorized on behalf of each proposer to conduct business, make commitments, and enter into binding agreements with County.

Each proposer must identify and include documentation on the type of non-profit status their individual organization has been designated, such as "501(c)", or tax status.

b. Financial Status

Provide copies of the proposer's most current and prior two (2) fiscal years (for example 2010 and 2009) financial statements. Financial statements should reflect the financial strength and capability of the proposer in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Proposer's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

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

Balance Sheet Accounts

(1) Current Assets

- Cash
- Short Term Investments\*
- Accounts Receivable \*

(2) Current Liabilities

(3) Total Assets

(4) Total Liabilities

(5) Owner's/Shareholder's Equity

Income Statement Accounts

(1) Total Operating Expenses (before taxes)

- Bad Debts \*
- Depreciation\*
- Amortization\*

(2) Total Expenses

(3) Gross Income

(4) Net Income

\* may be excluded if they do not apply to proposer's operations

It should be noted that depending on the nature of the entity, i.e., non-profit, governmental, the title of financial statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statements are available, these should be submitted to meet this requirement.

Do not submit Income Tax Returns to meet this requirement.<sup>5</sup>

Financial statements will be kept confidential if so stamped on each page. Proposers who are current contractors of SAPC and are in contract compliance are not required to submit financial statements anew. Current financial records on file at SAPC will be evaluated and scored for this solicitation's purpose.

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<sup>5</sup> Income Tax Returns are required when applying for Transitional Job Opportunities Preference credits. Prescribed form is RFP Attachment 9G.

Current Good Standing with Federal, State, County, City and other Contracts:

Proposers with existing or previous Federal, State, County, City or other contracts must resolve all corrective issues before they will be eligible to receive new contracts. All Proposers must **provide signed and dated declarations that there are no current or outstanding corrective action plans with Federal, State, County, City, or other contracts.**

6) Pending Litigation and Judgments

**Section 4** of the proposal, "Pending Litigation and Judgments," shall include a signed and dated declaration of any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years and it shall identify all pending litigation by name, case, and court jurisdiction. This section of the proposal should also include a description of the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

7) Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

**Section 5** of the proposal, "Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions", shall include a duly signed and dated certification, **Attachment 6, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)** by the Proposer certifying 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. If Proposer is unable to certify to any of the statements in the certification, it should provide a written explanation in its proposal that describes the specific circumstances concerning its inability to certify, identify the individuals or entities concerned, and provide these individuals' job functions as these relate to the contract which is being solicited by this RFP.

8) Contract References

**Section 6** of the proposal, "Contract References", shall consist of the following completed forms:

<i>Form</i>	<i>RFP Attachment Number</i>
· Prospective Contractor List of References	7A
· Prospective Contractor List of Contracts	7B
· Prospective Contractor List of Terminated Contracts	7C

9) Acceptance of Terms and Conditions

**Section 7** of the proposal, "Acceptance of Terms and Conditions" shall consist of a duly signed and dated **Attachment 8, Acceptance of Terms and Conditions Affirmation**", indicating the proposer's acceptance of the terms and conditions specified in this RFP and any addenda thereto.

10) Other Required Forms

**Section 8** of the Proposal entitled, "Other Required Forms", shall consist of the following County required forms duly completed by the Proposer:

<u>Form</u>	<u>RFP Attachment Number</u>
· Certification of No Conflict of Interest	9A
· Attestation of Willingness to Consider GAIN/GROW Participants for Employment	9B
· Familiarity with the County Lobbyist Ordinance Certification	9C
· Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form	9D
· Contractor Employee Jury Service Program Certification Form and Application for Exception	9E
· Charitable Contributions Certification	9F
· Transitional Job Opportunities Preference Application ( <b>if applicable</b> )	9G
· Certification of Compliance with the County's Defaulted Property Tax Reduction Program	9H
· Proposer's EEO Certification	9I

11) Additional Information

**Section 9** of the proposal, "Additional Information" shall include any other data the proposer(s) deems essential to the evaluation of the proposal. This has specific reference to the following types of data:

- Standard sales brochures, promotional, and pictorial material.
- Generalized narrative of a non-specific nature.
- Letters of references or specific endorsements.

- Any financial, legal, or other problem that may affect proposer's performance of the services described in the proposal, or create any possible conflict of interest with the endeavor.

If there is no Additional Information, this section shall consist of the signed and dated statement, "*We wish to present no Additional Information.*"

## 12) Identification of Person Writing Proposal

**Section 10** of the proposal, "Identification of Person Writing Proposal," shall consist of a completed and signed **Attachment 10**.

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**Note:** To ensure that nothing in a proposer's proposal is overlooked and that a proposer's proposal gets complete review and point credit for each evaluation area, it is imperative that the proposer's responses be organized and placed in the appropriate proposal response section, with cross references to other sections, if appropriate.

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## C. Submission of Proposals

Proposers shall submit proposals according to the instructions provided above in Paragraph A, General Format Requirements.

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**Note:** Documents with facsimile signatures are discouraged and will be accepted solely at the discretion of the Director, if it is in the County's best interest. In any event, DPH will require original signatures on all agreement documents filed with the County Board of Supervisors for final approval.

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PLEASE IDENTIFY THE BOX WHICH CONTAINS THE ORIGINAL PROPOSAL. IT IS STRONGLY RECOMMENDED THAT ALL PROPOSAL BOXES BE HAND DELIVERED BY PROPOSER'S STAFF OR BY A COURIER SERVICE. ALL PROPOSAL BOXES ARE TO BE DELIVERED TO THE FOLLOWING ADDRESS:

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

**ALL PROPOSALS MUST BE RECEIVED BY THE FOLLOWING DEADLINE:  
3:00 P.M. PACIFIC STANDARD TIME–August 2, 2012**

THIS IS A FIRM DEADLINE. ANY PROPOSAL RECEIVED AFTER THIS DEADLINE WILL NOT BE CONSIDERED FOR EVALUATION.

## VI. PROPOSAL REQUIREMENTS

### A. **Proposer's Qualifications (Maximum 50 Points)**

Proposer will be evaluated on their experience and capability as an organization or other entity to meet or exceed the complexity to implement the CCERP.

This is the proposer's opportunity to set the stage for Evaluators in terms of what makes the project unique and prepared for CCERP funding. The description should be on a single sheet of paper titled CCERP Abstract, and **must be no longer than one (1) page**.

The Abstract shall clearly describe and highlight key components of the proposed CCERP project efforts to change the physical design of the environment to reduce/eliminate community risk and enhance protective factors.

### B. **Program Design (Maximum 750 points)**

Substance Abuse Prevention and Mental Health Services Administration (SAMHSA) established the Strategic Prevention Framework (SPF) which is a community-based approach to substance abuse prevention that cuts across existing programs and systems. SPF executes a data-driven, five-step process. Sustainability and cultural competence are woven throughout the five steps of the SPF. Using the SAMHSA SPF five (5) step format, describe the proposed process for implementing the Community Centered Emergency Room Project within the targeted community in SPA 4.

The following five SPF headings must identify the appropriate sections:

- **Assessment:** Assessing Need, Resources, and Readiness
- **Capacity:** Building Capacity and Community Organizing
- **Planning:** Using Outcome-Based Logic Models and Developing Strategic Plans
- **Implementation:** Implementing Evidence-Based Programs, Practices, and Policies
- **Evaluation:** Monitoring and Evaluating for Improvement and Decision Making

At a minimum, include responses to the following five step SPF components in the order specified below:

1. **Step 1 - Assessment** (*Profile population needs, resources, and readiness to address problems and gaps in service delivery*).  
**(150 possible points)**

This involves:

- a. Describe the method proposer will use to further assess environmental community



conditions identified in the LAC+USC MC environmental scan (reference **Exhibit I**) and how Agency will conduct analysis of relevant data to define the magnitude and locations of problems within the geographic area/community and identify underserved populations and environmental risks.

- b. Describe in detail how proposer will assess resources which include cultural competence, identification of service gaps and the identification of existing prevention infrastructure.
- c. Describe in detail proposer's capability to assess readiness and leadership to implement and sustain policies, programs, and practices. Additionally, how will Agency assess results to establish priorities, define terms to assure consensus of understanding, and establish a purpose.
- d. Describe in detail proposer's assessment plans for identifying specific NSA population situations and needs, how you plan to assess the physical community environmental conditions that contribute to substance abuse problems, gaps in services, and readiness to address the LAC+USC MC and surrounding community risk factors impacting NSA populations. Clearly state a time frame for completing each step in the plan. Data and resources must be cited. Include at a minimum the following elements:
  - Describe the community, including demographics and aspects of diversity such as age, race, ethnicity, gender, socioeconomic status, culture, religion, and sexual orientation.
  - Describe what it is like to live and work in the community.
  - Provide an historical perspective focusing on significant shifts or events that have affected the community.
  - Describe the key alcohol and other drug related problems, contributing factors, and risk and protective factors of the targeted area in SPA 4.
  - Describe community readiness for change and potential barriers to success in SPA and/or city/county level.

2. **Step 2 – Capacity** (*Mobilize and/or build capacity to address need*).  
**(150 possible points)**

Capacity involves mobilization of resources within a geographic area to address assessed needs. Readiness, cultural competency, and leadership capacity are addressed and strengthened through education and training.

- a. Describe in detail proposer's experience in the provision of effective substance abuse community-based and environmental accomplishments and achieved outcomes.

- b. Describe proposer's past experience in directly mobilizing/organizing and building community capacity to change local physical community substance abuse contributing risk factors.
- c. Describe proposer's existing relationships and collaborations within the identified SPA that would facilitate implementation of the environmental prevention efforts and success.

Readiness and capacity of the Proposer to address assessed needs are further demonstrated by its financial status as evidenced by the financial documents that should be included in the proposal as specified in Section **V. INSTRUCTIONS TO PROPOSERS SUBMITTING PROPOSALS, Subsection B. Content and Sequence, Paragraph 5. Form of Business Organization and Financial Information.**

3. **Step 3 – Planning** (*Develop a comprehensive strategic plan*).  
(150 possible points)

Planning includes applying assessment results (Exhibit I) to develop a strategic plan that includes policies, programs, and practices based on evidence-based theories. At a minimum, using the assessment results (Exhibit I), include responses to the following in the order specified below:

- a. How will proposer address issues/problems and priorities identified during the assessment phase as well as resources required. The planning process produces strategic goals, objectives, measurements and performance targets as well as logic models.
- b. What will the proposer plan to do to reduce or eliminate community conditions that foster alcohol and other drug use and other contributing social problems in the geographic areas immediately surrounding the LAC+USC Medical Center as described in Section II of this RFP. Clearly identify the time frame for implementing and completing each step.

i. Target Population

How will proposer ensure cultural and linguistic competence in its substance abuse prevention efforts targeting NSA populations?

- „ Describe the community's diversity, including race, ethnicity, age, gender, socioeconomic status, sexual orientation, etc.
- „ Indicate the degree to which the proposer reflects the diversity of the community.
- „ Describe its ability to train community members on cultural issues.

ii. Vision, Mission, Goals, and Objectives

How does the proposer intend to achieve/change? Include at a minimum the following elements:

- „ Vision and mission of the proposed CCERP.
- „ Goal(s) to address LAC+USC MC, NSA workgroup related problem(s).
- „ SMART (specific, measureable, achievable, realistic, and time-specific) objectives to address the alcohol related contributing factor(s).

iii. Program Services

Clearly describe how the proposer intends to achieve the CCERP goal(s), objective(s), and outcome(s). Include at a minimum the selection of strategies to minimize if not eliminate physical risk factors that contribute to substance abuse related problems within LAC+USC MC and surrounding community.

- „ Describe what evidence-based strategies were selected (including the policy initiative) to minimize/eliminate reduce risk factors.
- „ Describe how cultural competency and relevancy will be ensured.
- „ Describe how the strategies will be implemented, enforced, and sustained.
- „ Provide examples of potential allies and potential opponents, and describe how they will be addressed.

4. **Step 4 – Implementation** (*Implement evidence-based strategies and infrastructure activities*). (150 possible points)

Implementation includes actions guided by a strategic plan to implement policies, programs and practices proven to be effective and culturally appropriate.

Using the results of the assessment plan (Exhibit I), describe in detail how the proposer will implement CCERP efforts developed in Steps 1 through 3. At a minimum, include responses to the following elements in the order specified below:

- a. Complete a three (3) year **Work Plan** using **Attachment 3, Work Plan Form**. Following **Instructions for Preparing Work Plan, Exhibit II**, the Work Plan must include details to enable the evaluation committee and SAPC to understand the scope of the proposed project. Work plans must include proposed target completion dates for each fiscal year.

The Work Plan must reflect a logical progression to achieve the goals and objectives and must not repeat the previous fiscal year's activities.

The Work Plan will be included as an attachment to the Proposal and there is no page limit for the Work Plan. The Work Plan must reflect project start up within thirty (30) days of the agreement award.

The Work Plan must describe and include the following:

- 1) The Proposer's goal to address the CCERP objectives and assessment findings;
  - 2) The Proposer's objectives to address alcohol and other drug related contributing risk factor(s);
  - 3) Key strategies to achieve the Proposer's objectives including proposed start and end dates; and
  - 4) Expected outcomes.
- b. Describe the proposer's ability to begin the CCERP within thirty (30) days of the contract award.
- c. Describe the staffing pattern and staff qualifications. Include at minimum the number of full-time equivalent staff (including at least one full-time program director), key positions, minimum staff qualifications for each position, and relevant cultural and linguistic capabilities. Attach the following:
- 1) Organizational Chart;
  - 2) Résumé (no longer than two pages) and a position description (no longer than one page) for the Program Director and Project Coordinator, and each additional key paid or in-kind position;
  - 3) If a person has been selected but not yet hired, include a letter of commitment from that individual along with a resume and position description. If no individual has been identified for a position, a position description is still required, along with an overview of the hiring plan; and
  - 4) Résumés of any individuals committed to work in a specific position if a contract is awarded with a signed statement attesting to their commitment to the position.

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**Note: Prior to commencing services under the resultant contract, the Contractor must submit a Work Plan for SAPC review and approval to ensure that all key strategies are included and documented correctly. The Work Plan will be used as the foundation for California Outcome Measurement Services for Prevention data entry (described further in Step 5 Evaluation) and for auditing purposes. Additionally, the Work Plan will be required to be updated each fiscal year of the contract to reflect any changes.**

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**5. Step 5 – Evaluation** (*Monitor, evaluate, sustain and improve or replace those that fail*). (150 possible points)

Evaluation involves ongoing measuring of process and outcome data of the implemented programs, policies, and practices for effectiveness and sustainability.

At a minimum, include responses to the following questions in the order specified below:

- a. Describe in detail how the proposer will evaluate the CCERP goal, objectives, and expected outcomes and whether modifications are needed. Describe the process and outcome evaluation, including expected outcomes, and data collection.
- b. How fidelity to the evidence-based model/practice will be maintained and measured.
- c. What proportion of the funding will be dedicated to the project's evaluation.

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**Note: The recommended Contractor will be required to submit detailed evaluation results as required by the County throughout the term of the resultant Contract. Additionally, the recommended Contractor will be required to submit reports (e.g. financial reports, quarterly progress reports, a year-end performance report, and report activities on a weekly basis using the California Outcomes Measurement Services, Prevention (CalOMS Pv) data system as required by SAPC).**

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**C. Proposed Budget (Maximum 100 points)**

Proposer shall submit a line-item budget using **Attachment 4, Proposed Budget Summary form** that will represent an all inclusive cost to perform services for this project. Proposer must also provide a clear, separate budget narrative justifying each expense item identified on each budget.

Proposer should submit a separate set of budget forms and budget narrative for each fiscal year of the three (3) year project period. **Exhibit III, Instructions for Preparing Budget and Narrative Forms**, has been provided to assist in completing these forms.

To be deemed acceptable, the requested funding amount on the budget documents cannot exceed the available funding amount. Proposals which exceed \$600,000 for the full contract term will be disqualified from further consideration.

**D. Performance History Analysis (Maximum 100 Points)**

Proposer shall submit documents that support its performance history in the provision of services similar to or the same as those solicited by this RFP. These documents shall consist of the following:

**1. Proposer's References**

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms for References and Contracts, **Attachments 7A and 7B** of this RFP.

County may disqualify a Proposer if:

- § references fail to substantiate Proposer's description of the services provided; or
- § references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- § Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours (i.e., Monday through Friday, 8:00 a.m. -5:00 p.m.) at which time they should be available.

The Proposer must complete and include the following Required Forms:

a. *Prospective Contractor References form*

Using the Prospective Contractor References form, **Attachment 7A** of this RFP, Proposer must provide no less than three (3) and no more than five (5) references where the same or similar scope of services was provided.

b. *Prospective Contractor List of Contracts form*

Using the Prospective Contractor List of Contracts form, **Attachment 7B** of this RFP, Proposer must provide a listing of its Public Entities contracts in which proposer has been engaged or has been the lead agency for the last three (3) years. Proposer may use additional sheets if necessary.

**2. Proposer's Terminated Contracts**

Using the Prospective Contractor's List of Terminated Contracts form, **Attachment 7C** of this RFP, Proposer must provide a listing of its terminated contracts within the past three (3) years, to include the reason(s) for termination (which includes expiration of contract). Points will be deducted for every contract terminated for cause and/or minor and major issues in the contract.

**3. Proposer's Pending Litigation and Judgments**

Proposer must identify by name, case and court jurisdiction any pending litigation in which it is involved or judgments against Proposer in the past five (5) years. Proposer must provide a statement describing the size and scope of any pending or threatening litigation against it or its principals. Points will be deducted for pending litigations and/or judgments that may adversely impact the implementation or outcome of this project.

<b>VII. TERMS AND CONDITIONS</b>
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It is the duty of every Proposer to thoroughly review the Sample Contract to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements. Contractor must

acknowledge his/her willingness to meet contract requirements which include, but are not limited to, the following:

A. Conditions

1) Mandatory Requirement to Register as a County Vendor

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the internet by accessing the County's home page at:  
[http://doingbusiness.lacounty.gov/main\\_db.htm](http://doingbusiness.lacounty.gov/main_db.htm).

2) Compliance with Request for Proposals Specifications and Instructions

Responses to this RFP shall be made according to the specifications and instructions contained herein and must comply with the content, sequence, and format for proposals as outlined in this RFP herein under **Section V. INSTRUCTIONS TO PROPOSERS SUBMITTING PROPOSALS**

Failure to adhere to any RFP instruction or to comply with the format requirements of this RFP's Instructions for Proposers Submitting Proposals may be cause for rejection of the proposal at the Director's sole discretion.

3) Acceptance of Terms and Conditions

Proposer understands and agrees that submission of a proposal will constitute acknowledgment and acceptance of, and willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, and any addenda thereto; as evidenced by proposer's authorized representative's signature and date on **Attachment 8, "Acceptance of Terms and Conditions Affirmation"** to be submitted with proposer's response to this RFP.

4) Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in **Attachment 9A, Certification of No Conflict of Interest**, and that an award of an agreement to the bidder/ proposer shall not violate such Section.

5) Agreement Term

County may revise the term's effective date, reduce the length of the agreement term, and/or make other related changes (e.g., reduce budget to match new term) before awarding any agreement under this RFP, based on additional time required to

complete evaluations, debriefings, proposed Agreement or selection reviews, County review panel reviews, negotiations and/or other lengthy procedures requiring completion before the awarding of agreements.

6) Firm Offer

All proposals submitted in response to this RFP shall be firm and final offers and may not be withdrawn for a period of two hundred seventy (270) calendar days following the final proposal submission date.

7) Inquiries and Investigative Authority

Director reserves the right to make inquiries into the operational and financial capacity and responsibility of a proposer. The failure of a proposer to promptly supply information in connection with such inquiry including, but not limited to, information regarding current and past performance, financial stability, professional citations, incidents or charges of malpractice, pending lawsuits, and the ability of proposer to provide services in a fair and timely manner, may be grounds for rejection of a proposal at the sole discretion of Director. By submitting a proposal in response to this RFP, the proposer acknowledges that it gives Director investigative authority to verify and confirm any and all related information, credentials, resources, and references listed in the proposal.

8) Background and Security Investigations

Each of Contractor's staff performing services under the resultant agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost further described in Exhibit IV, Sample Agreement.

9) Proposer's Change to their Proposal

Prior to the final submission date, a proposer may retrieve its proposal in order to make additions or alterations. Proposers agree that such retrieval shall not extend the final submission date for proposals under this RFP process. Proposer's changes after the final submission date will only be approved if such change: 1) is requested in writing, 2) is in the County's best interest to do so, and 3) is minor and would not give an advantage over other proposers (e.g., correcting a typographical error on a contact person's e-mail address). In any event, a proposer may not change any aspect of its proposal after the final submission date, unless the same opportunity is offered to all proposers at the Director's sole discretion.

10) Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with proposer's proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be in the Director's sole judgment and his/her judgment shall be final.

11) Cost of Proposal

County shall not in any way be liable or responsible to a proposer or any third party for any costs incurred in connection with responding to this RFP. This includes, but is not limited to costs incurred in the: 1) preparation and submission of any proposal, 2) modification of any of proposer's operations in response to this RFP, 3) debriefing or protest process, 4) Agreement negotiation process, 5) Agreement award process, and 6) cancellation of the RFP process.

12) Compliance with Applicable Law

Any Agreement awarded by the Board as a result of this RFP will be in compliance with all applicable federal, State, and local laws, ordinances, regulations, rules, and objectives. Proposer will ensure that proposer's proposal is in compliance with all applicable federal, State, and local laws, ordinances, regulations, rules, and directives, as required to enter into a Agreement with County, and as further described in the Sample Agreement of this RFP.

13) Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and shall be mailed, e-mailed, or faxed to the following contact person:

County of Los Angeles – Department of Public Health  
Substance Abuse Prevention and Control  
Grants Management & Resolicitations Division  
1000 South Fremont Avenue, Building A-9, East, Third Floor  
Alhambra California 91803  
Attention: Gary T. Izumi, Chief  
Telephone Number: (626) 299-4513, FAX Number (626) 299-7226  
Electronic Mail (e-mail) Address: [gizumi@ph.lacounty.gov](mailto:gizumi@ph.lacounty.gov)

If it is discovered that proposer contacted or received information from any County personnel, other than the contact person specified above, regarding this RFP, Director, at his sole determination may disqualify proposer's proposal from further consideration.

14) Disclosure of Contents of Proposal

All proposals submitted in response to this RFP shall become the exclusive property of County. Absent any extraordinary circumstances, with respect to the recommended proposer's proposal, until such time Director completes: (1)

Agreement negotiations, (2) Protest Policy Reviews (Board Policy Number 5.055) and County Review Panel reviews, if any, and (3) recommends the award of an agreement, or agreements, to County's Board, and such recommendation appears on the Board agenda, all proposals submitted in response to this RFP shall become a matter of public record, with exception of those parts of each proposal defined by the proposer as a business or trade secret and plainly marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". Proposer agrees that marking each page of proposer's proposal as a "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", or making a blanket statement that proposer's entire proposal is confidential or is a business or trade secret, shall not be deemed sufficient notice of exception, and will not be allowed.

County shall not in any way be liable or responsible for the disclosure of any such information or any part thereof, if "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" pages are unmarked, or if disclosure is required or permitted under the California Public Records Act or otherwise by law or order of a Court.

#### 15) Gratuities

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

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

##### *Proposer Notification to County*

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

##### *Form of Improper Consideration*

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

#### 16) County Option to Reject Proposals

The Director may, at his sole discretion, reject any or all proposals submitted in response to this RFP. The Director shall not be liable for any costs incurred by the

Proposer in connection with the preparation and submission of any proposal. The Director reserves the right to waive inconsequential disparities in a submitted proposal.

#### 17) Protest Policy Review Process

Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described in Section **VIII. EVALUATION AND SELECTION, Subsection D. Disqualification Review** of this RFP. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

#### **Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- § Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Proposal Submission Requirements Section)
- § Review of a Disqualified Proposal (Reference Sub-paragraph 3.3 in the Selection Process and Evaluation Criteria Section)
- § Review of Proposed Contractor Selection (Reference Sub-paragraph 3.7 in the Selection Process and Evaluation Criteria Section)

#### 18) Final Agreement Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

## B. Terms

### 1) Proposer's Notification to County of Pending Mergers and Acquisitions

Proposer shall notify County if proposer is involved in any pending merger and acquisition ("M&A") actions. M&A information shall be provided by proposer on this RFP's **Attachment 5, Proposer's Organization Questionnaire/Affidavit** form.

Failure by the proposer to provide this information may mean the elimination of its proposal from any further consideration.

### 2) Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in **Exhibit IV, Sample Agreement, Paragraphs 7 and 8**. Contractor shall procure, maintain, and provide County proof of insurance coverage for all the programs of insurance, along with associated amounts, as specified in **Exhibit IV, Sample Agreement, Paragraph 9**.

### 3) Service Providers, Artisan and Tradesman Activities ("SPARTA")

A County program, known as SPARTA may be able to assist Contractors in obtaining affordable liability insurance, in meeting the above County Contractor indemnification and insurance requirements. The SPARTA Program is administered by County's insurance broker Merriwether & Williams. For additional information, proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at: [www.2sparta.com](http://www.2sparta.com)

### 4) Injury & Illness Prevention Program ("IIPP")

Contractor shall be required to comply with the State of California's Occupational Safety and Health Act ("Cal OSHA") regulations. Section 3203 of Title 8 in the California Code of Regulations ("CCR") requires all California employers to have a written, effective IIPP that addresses hazards pertaining to the particular workplace covered by the program.

### 5) Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in **Exhibit IVA, Additional Provisions, Paragraph 15**, and the **Independent Contractor Status** provision contained in **Paragraph 16**.

### 6) Determination of Proposer Responsibility

- a. A responsible proposer is a proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement being awarded to proposer. It is County's policy to conduct business only with responsible proposers.

- b. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, County may determine whether a proposer is responsible proposer based on a review of proposer's performance as a Contractor on any Agreement, including but not limited to County Agreements. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by proposer against public entities. Labor law violations which are the fault of subcontractors and of which the proposer had no knowledge shall not be the basis of a determination that proposer is not responsible.
- c. The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: (1) violated a term of a Agreement with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on proposer's quality, fitness or capacity to perform a Agreement with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.
- d. If there is evidence that the apparent highest ranked proposer may not be a responsible proposer, Director shall notify proposer in writing of the evidence relating to proposer's non-responsibility and its intention to recommend to the Board that proposer be found not responsible. Director shall provide proposer and/or proposer's representative with an opportunity to present evidence as to why proposer should be found to be responsible and to rebut evidence which is the basis for Director's recommendation.
- e. If proposer presents evidence in rebuttal to the Director, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer shall reside with the Board of Supervisors.
- f. These terms shall also apply to proposed subcontractors of proposers on County agreements.

7) Proposer Debarment

- a. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar proposer from bidding or proposing on, or being awarded, and/or performing work on other County Agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and County may terminate any or all of the proposer's existing Agreements with County, if Board finds, in its discretion, that the proposer has done any of the following: (1) violated a term of a Agreement with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on proposer's quality, fitness or capacity to perform a

Agreement with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

- b. If there is evidence that the apparent highest ranked proposer may be subject to debarment, Director shall notify proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- c. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. Proposer and/or proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether proposer should be debarred, and, if so, the appropriate length of time of the debarment. Proposer and Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors
- d. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- e. If a proposer has been debarred for a period longer than five (5) years, that proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- f. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- g. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
  - h. These terms shall also apply to proposed subcontractors of proposer's on County contracts.
  - i. **Exhibit V, Listing of Contractors Debarred in Los Angeles County** provides a link to County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.
- 8) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

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 RFP response proposal submission, Proposer must submit a certification, **Attachment 6, Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion – Lower Tier Covered Transactions** in the RFP, attesting that neither it, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the RFP identify prospective subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent agreement resulting from this RFP, Proposer 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 is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

Failure to provide the required certification may eliminate the Proposer's RFP response proposal from consideration.

In the event that Proposer and/or its subcontractor(s) is or are unable to provide the required certification, Proposer instead shall provide a written explanation concerning its inability and/or its subcontractor's inability to provide the certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. The written explanation shall further identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall 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 RFP.

The written explanation shall be examined by County to determine, in its full discretion, whether further consideration of the RFP is appropriate under federal law.

9) Proposer's Adherence to County Child Support Compliance Program

Proposers shall: (1) fully comply with all applicable federal and State reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Agreement that may be awarded pursuant to this competitive selection solicitation. Failure to comply may be cause for termination of a Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

10) Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for Agreement award, proposers shall demonstrate a proven record of hiring participants in County Department of Public Social Services Greater Avenues for Independence GAIN or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Agreement award. Proposers shall complete and return the form, **Attestation of Willingness to Consider GAIN/GROW Participants, Attachment 9B** along with their proposal.

11) Notice to Proposers Regarding County Lobbyist Ordinance

The 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 Agreement must certify compliance with the ordinance. As part of this RFP competitive selection (i.e., solicitation) process, it will be the responsibility of each proposer to review the ordinance independently, as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting **Attachment 9C, Familiarity with the County Lobbyist Ordinance Certification**, as part of their proposal.

12) Federal Earned Income Tax Credit (EITC)

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal EITC under the federal income tax laws. Such notice shall be provided in accordance with the requirements

set forth in **Internal Revenue Service (IRS) Notice No. 1015**. (Reference **Exhibit VI** of this RFP)

13) County's Quality Assurance Plan

After Agreement award, County or its agent will evaluate Contractor's performance under the Agreement on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Agreement and performance standards identified in the Statement of Work. Contractor's deficiencies which County determines are severe or continuing and that may jeopardize performance of the Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement in whole or in part, or impose other penalties as specified in the Agreement.

14) Recycle Bond Paper

Consistent with the Board policy to reduce the amount of solid waste deposited into County landfills, the Contractor agrees to use recycled content bond paper as specified in **Exhibit IVA, Additional Provisions, Paragraph 54**.

15) Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

16) County Policy on Doing Business with Small Business

- a. The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- b. The Local Small Business Enterprise Preference Program requires the Firm to complete a certification process. This program and how to obtain certification are further explained in Section **VII. TERMS AND CONDITIONS, Sub-paragraph B.17. Local Small Business Enterprise Preference Program** of this RFP.
- c. The Jury Service Program provides exceptions to the Programs if a proposer qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. Further explanation of the Program is provided in Section **VII. TERMS AND CONDITIONS, Sub-paragraph B.18. Jury Service Program** of this Section.

17) Local Small Business Enterprise Preference Program (if applicable)

- a. The County will give Local SBE preference during the solicitation process to **businesses that meet the definition of a Local Small Business Enterprise** (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- b. A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration data base may qualify to request the Local SBE Preference in a solicitation.
- c. SBE businesses must complete the Required Form - **Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form – Attachment 9D** in the RFP, and include the completed form in their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference

18) Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the **Jury Service Ordinance, Exhibit VII** of this RFP, and the pertinent jury service provisions of the **Additional Provisions, Exhibit IVA, Section 58**, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

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

- a. The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- b. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have (a) ten or fewer employees; and, (b) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, (c) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- c. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the **Contractor Employee Jury Service Program Certification Form and Application for Exception, Attachment 9E**, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

19) Proposer's Charitable Contributions Compliance

- a. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the **Background and Resources: California Charities Regulations, Exhibit VIII** of this RFP. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- b. 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 form, Attachment 9F**. A completed Charitable Contributions Certification is a required part of any agreement with the County.

- c. In **Attachment 9F, Charitable Contributions Certification**, prospective contractors certify either that:
- § they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,
  - OR -
  - § they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- d. Prospective County contractors that do not complete **Attachment 9F** 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)

20) Transitional Job Opportunities Preference Program

- a. In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.
- b. Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- c. To request the Transitional Job Opportunities Preference, Proposer must complete the **Transitional Job Opportunities Preference Application – Attachment 9G** and submit it along with all supporting documentation with their proposal.

## 21) Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the **Defaulted Property Tax Reduction Program, Exhibit IX** of this RFP, and the pertinent provisions of the **Additional Provisions, Exhibit IVA, Paragraphs 52A and 52B**, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Property Tax Reduction Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing **Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Attachment 9H** in this RFP. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

## VIII. EVALUATION AND SELECTION

### A. Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP, to review and request clarifying or additional information at any time during the RFP process in order to evaluate and make a recommendation. The evaluation process will begin after the submission deadline as specified in **Section IV. CRITICAL DATES AND SUBMISSION INFORMATION** and **Section V. INSTRUCTIONS TO PROPOSERS SUBMITTING PROPOSALS** of this RFP.

An Evaluation Committee selected by the Director or his authorized designee will be responsible for evaluating all proposals that are submitted in a timely manner. Proposals will be scored according to the specific criteria listed in this RFP, as identified in **Section VI. PROPOSAL REQUIREMENTS** of this RFP. The Director or his/her authorized designee may determine in his/her sole discretion that an interview and/or site visit is necessary with Proposers receiving the highest proposal rating scores by the Evaluation Committee. If an interview and/or site visit is necessary, elements of the interview and/or site visit will be assigned a numerical score and factored into the consideration of the proposal's overall merit.

For the final selection of prospective Contractor, the County and the prospective Contractor will negotiate a contract for recommendation to the County Board of Supervisors for its consideration and possible approval. The recommendation to award

a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The proposal evaluation process shall consist of a Pass/Fail Qualifying Review, a scored Program Design Evaluation, and an optional Interview/ Site Visit if warranted for verification or additional information. Proposer's references provided in **Section 6** of the proposal will be verified and proposer's past performance history on County or other contracts will be determined by reviewing the County's Contract Database and Contractor Alert Reporting Database, if applicable.

1) Proposed Budget

The County may determine that credit may be given to proposals for Local Small Business Enterprises (SBEs) and/or Transitional Job Opportunities employers. As defined by Chapter 2.204.030C.2 of the Los Angeles County Code and following the requirements identified in **Section VII. TERMS AND CONDITIONS, Paragraph B.17. Local Small Business Enterprise Preference Program (if applicable) and Paragraph B.20. Transitional Job Opportunities Preference Program** of this RFP, should one or more of the Proposers request and be granted the Local Small Business Enterprise (SBE) Preference and/or Transitional Job Opportunities Preference, the cost component points will be determined as follows:

- **Local SBE Preference:** Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed Fifty Thousand Dollars (\$50,000), and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.
- **Transitional Job Opportunities Preference:** Five percent (5%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

If no proposer qualifies for such local SBE and/or Transitional Job Opportunities Preference, then no such preference or credit shall be given to any proposer.

2) Pass/Fail Qualifying Review

a. Minimum Mandatory Requirements

The Pass/Fail Qualifying Review will primarily consist of a review of Proposer's ability to meet the Minimum Mandatory Requirements to Participate and its Financial Capability to provide the services being solicited by this RFP.

Proposer must indicate compliance by completing **Attachment 2, Minimum Mandatory Requirements to Participate form**. Failure of the proposer to comply with any of the Minimum Mandatory Requirements to Participate in addition to providing the required information as detailed in **Section III.**

**MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE** and in

**Attachment 2** of this RFP may be deemed non-responsive and disqualified from further consideration. The Director may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

### 3) Financial Capability

The Pass/Fail Review phase of the evaluation process also includes an evaluation of the Proposer's financial capability in which County will determine if proposer is financially stable to provide services required under this RFP. A subject matter expert will evaluate and recommend a score based on the financial strength and capability of the proposer in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Proposer's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

Applicants that are currently contracted with SAPC and are in contract compliance need not include financial statements in their proposals since, as current contractors, they have been monitored by County and proven to be financially stable to date. SAPC will review these applicants' current financial documents that are on file and score them appropriately.

To be eligible to proceed to the scored, final phase of the evaluation process, a proposal must have received a "Pass" rating, i.e., met all the Minimum Mandatory Requirements and received a minimum score of 65% on Financial Capability. A proposal that receives a "Fail" rating, i.e., did not meet all the Minimum Mandatory Requirements and/or received a score of less than 65% on Financial Capability, may be determined to be non-responsive and will be disqualified from further evaluation. The concerned proposer(s) will be notified by County and upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review. For further details, please see Paragraph D. Disqualification Review of this section.

The Director of DPH, or his designee, at his/her sole discretion, may waive this requirement.

### 4) Final Score

The final evaluation score per proposal is arrived at by adding up the individual scores from the following evaluation components:

<u>Component</u>	<u>Maximum Points</u>
I. Abstract/ Executive Summary	50
II. Program Design/ Narrative	
<i>Step 1- Assessment</i>	150
<i>Step 2- Capacity</i>	150
<i>Step 3- Planning</i>	150
<i>Step 4- Implementation</i>	150
<i>Step 5- Evaluation</i>	150
III. Proposed Budget	100
IV. Performance History Analysis	100
<b>Maximum Score per Proposal</b>	<b>1,000</b>

The highest possible final score per proposal representing the sum total of all these component scores is **1,000 points**.

**B. Contract Negotiations**

After a prospective Contractor has been selected, County and the prospective Contractor(s) will negotiate a contract for submission to the Board of Supervisors for its consideration and possible approval. County may, in its sole determination, disqualify any Proposer with whom County cannot satisfactorily negotiate a contract. If the parties come to an impasse at any time during the negotiation process, negotiations may be terminated with the Proposer and the process started over with the next highest rated Proposer.

The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the prospective Contractor.

**C. Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting **Attachment 11, Transmittal Form to Request a Solicitation Requirements Review**. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy **all** of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days from the issuance of this RFP.
2. The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:
5. application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or
6. due to unclear instructions, the process may result in County not receiving the best possible responses from prospective Proposers.

All requests for a Solicitation Requirements Review should be submitted by direct delivery to the Department by U.S. mail and/or facsimile transmission only, by **June 5, 2012**. The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

**D. Disqualification Review**

A proposal may be disqualified from consideration because a department determined it was a non-responsive proposal at any time during the review/evaluation process or received a "Fail" rating at the Pass/Fail Review phase of the evaluation process. These disqualified proposals will not be allowed to proceed to the final, scored phase of the evaluation process.

If a department determines that a proposal is disqualified due to non-responsiveness or has received a "Fail" rating, the Department shall notify the proposer in writing.

Upon receipt of the written determination on non-responsiveness or "Fail" rating, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination. Requests for a Disqualification Review not submitted by that date will be denied.

A Disqualification Review shall only be granted under the following circumstances:

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

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

## E. Proposed Contractor Selection Review

### · *Departmental Debriefing Process*

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. Only proposers whose proposals completed the evaluation process, i.e., passed the Pass/Fail Review phase and went through the final, scored phase, are eligible for a Debriefing. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the RFP with the evaluation document and explaining the reason(s) for its score. The requesting Proposer shall be debriefed only on its response and score. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review, if the requesting Proposer is not satisfied with the results of the Debriefing.

### · *Proposed Contractor Selection Review*

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

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:

- (1) Failure to correctly apply the standards for reviewing the proposal format requirements.
  - (2) Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
  - (3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by state or federal law; and
  - e. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel.

· *County Review Panel Process*

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

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

1. The person or entity requesting review by a County Review Panel is a Proposer;
2. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and

3. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed above.

Upon completion of County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to the Proposer.

**EXHIBITS**

EXHIBIT I

**ENVIRONMENTAL SCAN OF  
LAC+USC MEDICAL CENTER  
AND THE  
SURROUNDING COMMUNITY**

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**INITIAL FINDINGS**

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**PREPARED FOR  
THE NEEDS SPECIAL ASSISTANCE (NSA)  
INTERDEPARTMENTAL WORK GROUP**

**By Michael Sparks M.A., Consultant  
Building Leadership for Community Development**

**August 01, 2011**

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## EXECUTIVE SUMMARY

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At any given time there are approximately 48,000 homeless people living in Los Angeles County with approximately seventy-four percent of these suffering from a disabling condition of which mental disorders and substance use disorders are a part; forty-eight percent use the Emergency Room as their primary source of health care due to lack of resources being available to them.<sup>1</sup>

Los Angeles County University of Southern California (LAC+USC) Medical Center is one of the largest hospitals in America and is the largest health care provider in Los Angeles County, providing over twenty-eight percent of the trauma care in the County.<sup>2</sup>

In an effort to reduce costs and increase the efficiency of the Emergency Department (ED), LAC+USC Medical Center identified the most frequent users of the ED. Many of the frequent users of the ED, those who used the ED eight or more times a month, were identified as also having co-occurring mental health and substance use disorders (COD). These patients were labeled as “needs special assistance” or NSA, and a work group was established to directly address their needs.

The NSA work group is comprised of various entities within Los Angeles County such as: Department of Public Health Substance Abuse Prevention and Control (SAPC), Department of Public Social Services, Exodus and Telecare, both mental health service providers, LAC+USC Medical Center’s ED and Psychiatric and Social Services Department, Department of Mental Health, the Los Angeles Housing Services Authority, and the County Counsel.

In order to assess the risks associated with the LAC+USC Medical Center and the surrounding community an environmental scan was requested by SAPC in conjunction with LAC+USC Medical Center, NSA work group and was conducted with both SAPC staff and LAC+USC Medical Center partners under the direction of Michael Sparks, Executive Director of Sparks Initiatives.

Environmental scanning is a widely used qualitative data collection method with the purpose of identifying community needs and assessments. This scan was commissioned to identify environmental factors that contribute to the increased presence of NSA patients in the LAC+USC Medical Center Emergency Department (ED).

The scan was completed in three parts over the course of three months, with two conducted during the daylight and one conducted at night, in order to ascertain the behaviors by the surrounding community of LAC+USC Medical Center and its neighbors that potentially hinder NSA patients from receiving services that assist them in improving their quality of life.

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<sup>1</sup> Weingart Center Association. *Homeless Capital*. <http://www.weingart.org/pages/homeless-capital>. 2011

<sup>2</sup> Los Angeles County Health Services. <http://www.ladhs.org/wps/portal/LACUSCHomepage>. 2011

The purpose of this scan was not in any way to paint NSA patients or LAC+USC Medical Center as problematic but to instead gain an understanding of what factors that, when combined, resulted in NSA patients remaining homeless, actively using alcohol and drugs, and not seeking mental health treatment; therefore remaining dependent on the ED instead of moving into supportive housing and recovery thereby becoming independent.

Each part of the scan was conducted by work group members, who walked around LAC+USC Medical Center and the surrounding community, identifying conditions, using tailored survey instruments, that contribute to NSA patients overusing the ED as a primary care facility. The following recommendations were developed by the consultant based on the results of the scan.

***Recommendations:***

1. *Secure the campus areas susceptible to homeless encampments:*
  - a) Use fence to deny access.
  - b) Use 24/7 security guard who patrols high-risk areas.
  - c) Clean up hazards such as broken glass and deep holes in the ground.
  - d) Lock gates to restrict access to locations on campus not used by staff or patients.
2. *Enforce hospital policy that homeless are not allowed to live on campus:*
  - a) Inform staff by memos or other means that individuals are not allowed to live on campus.
  - b) Hold staff meetings on how to interact with those who have been living on campus.
3. *Sheriff bike patrol on campus plus 1/8 mile perimeter to deter homelessness loitering and potential illegal activities.*
4. *Consider administrative action against alcohol outlet selling to intoxicated patrons:*
  - a) Consider license restrictions for single sales if one is not already in place. If the license has restrictions, file an ABC complaint. If a conditional use permit (CUP) is in place, enforce or modify conditions to prohibit sales of single containers and high-potency malt beverages and fortified wines.
5. *Enhance lighting in alleys behind Marengo Street.*
6. *Install lighting on apartments that front railroad tracks and thing brush that prevent individuals from being visible in that area.*
7. *Secure levels of off-campus parking garage on Marengo in evening hours.*
8. *Collect information on any parolees/probationers living in nearby apartments. Information could include numbers of this population living in the area, conditions of parole or probation, calls for service to apartments, numbers of arrests in last year, parole/probation violations, etc.*
9. *Ensure that community-based organizations within the area are aware of NSA resources available to assist homeless patients with receiving appropriate mental health and substance use disorder referrals.*

10. *Request City of Los Angeles Parks and Recreation make upgrades at Lincoln Park:*

- a) Remove or paint over graffiti;
- b) Add lighting where needed; and
- c) Post signage with park hours, stating that drinking in the park is illegal, and with the communication center's number to report drinking and other illegal activity.

## EXHIBIT II

### INSTRUCTIONS FOR PREPARING WORK PLAN

For the purpose of this RFP, a 36 month timeframe shall be used to complete the Work Plan. Proposer is required to complete a Work Plan for each fiscal year (e.g., FY 2012-2013, FY 2013 -2014, FY 2014-2015).

The Work Plan must include sufficient detail to enable the evaluation committee and County, SAPC to understand the scope of the proposed services. Over the 36 month period, the Work Plan must reflect a logical progression to achieve the goals and objectives and thus cannot just repeat the previous fiscal year's activities.

Using the format provided (Attachment 5), please follow the instructions as described below.

1. Goals – represent the vision of a project: the hoped-for outcome. They clearly show direction, they are not always specific enough to be measurable. Progress toward a goal should be measurable with time but many specific activities/strategies will have to occur before a goal is actually achieved. State your project's overall goal.
2. Objectives – are the milestones along the way to the goal. Identify Objective(s) you will be working toward achieving.
  - a. Each Objective should reflect the change you hope to achieve as a result of the activities you conduct.
  - b. Each Objective should be SMART:
    - § Specific
    - § Measurable
    - § Achievable
    - § Realistic
    - § Time-specific
  - c. Each objective should be numbered consecutively (i.e., 1,2,3)
3. Activities – are those events such as mobilizing and organizing, coordinating meetings, assessing, planning, conducting educational community sessions, outreach, and other strategies that work together, and enable one to achieve specific goals and objectives. The Activities section describes specific steps that will be taken to accomplish each Objective. They should follow a logical sequence of events with specific steps that will be taken to accomplish each objective.
5. Timeline - A timeline should be created to specify the timeframe in which each activity is planned to be started and ended for each fiscal year (General fiscal year timeline such as 07/01/11-06/30/12 will not be accepted). Timeframes should correlate to activities by being labeled with corresponding lower-case letters (i.e., a,b,c).
6. Expected Outcomes – While the Objective describes the change you hope will occur as a result of your collective efforts, the Expected Outcomes section is an opportunity for you to describe the change you expect as a result of the process along the way to achieving your Objective.

## EXHIBIT II

### INSTRUCTIONS FOR PREPARING WORK PLAN

Evaluation – works to discover the strengths and weaknesses of project activities it allows programs to use resources more efficiently in the future. Evaluation does not have to be expensive or complicated to be useful.

Evaluation measures are not necessary for every activity, but should be carefully considered in the planning process. The Evaluation section should include documentation of activities as well as true evaluation measures and is used for evaluating the effectiveness of individual steps along the way as well as your overall program and for auditing verification purposes.

- a. Examples of documentation include, but are not limited to, flyers, agendas, photos, meeting reports, attendance rosters, pre-/post-test materials, etc. Evaluation measures include, but are not limited to, CalOMS Pv, pre-/post-test results, police call-for-service data analysis, service utilization, etc.
- b. Evaluation measures should correlate to activities by being labeled with corresponding lower-case letters (i.e., a, b, c).

\* \* \* \* \*

## EXHIBIT III

### INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

The following information is provided for reference purposes only. Actual figures will depend on the agency's proposed program design, expenses, and revenue.

#### I. GENERAL REQUIREMENTS

- A. Budget should include all costs related to the proposed project.
- B. Line items for all budget categories should include a description and justification for each item.
- C. Category totals should equal the total amount requested in the proposal.

#### II. PROGRAM EXPENSES

##### A. Salaries and Employee Benefits

- 1. Salaries: Include all line, supervisory, and other staff positions who provide direct services. To determine the TOTAL SALARY COSTS for a position, use the following formula: Monthly salary times [x] number of months budgeted on project times [x] percent of time on project equals [=] TOTAL SALARY COSTS

*Example A: Full-time employee working 70% of time on project*

$$\$2,000 \times 12 \times 70\% = \$16,800$$

*Example B: Half-time employee working 50% of time on project*

$$\$1,000 \times 12 \times 50\% = \$6,000$$

*Total Salaries: \$16,800 plus [+] \$6,000 = \$22,800*

- 2. Employee Benefits: This is calculated percentage of each employee's total salary costs; based on such expenses as FICA, SUI, Medical/Dental, Workmen's Compensation, or other benefits.

*Example:*

*FICA @ 7.65% + SUI @ 4.25% + Medical/Dental @ 6.0%  
+ Workers' Comp @ 3.25% = 21.15% percentage of all paid employee benefits.*

### EXHIBIT III

## INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

To determine TOTAL EMPLOYEE BENEFITS for each position, use the following formula:

*TOTAL SALARY COSTS (\$22,800) x percentage of all paid employee benefits (21.15%) = TOTAL EMPLOYEE BENEFITS*

Example A:

*Full-time employee working 70% of time on project, \$16,800 x 21.15% = \$3,553.20*

Example B:

*Half-time employee working 50% of time on project, \$6,000 x 21.15% = \$1,269.00*

*Total Employee Benefits: \$3,553.20 + \$1,269.00 = \$4,822.20*

3. Total Salaries and Employee Benefits:  $\$22,800 + \$4,822.20 = \underline{\underline{\$27,622.20}}$

B. Facility Rent/Lease Expenses

The total amount of FACILITY RENT OR LEASE EXPENSES charged to this project are based on the following formula: Total monthly rental or lease amount, divided by [/] total gross square footage = cost per square foot x total square footage used for this project x number of months project is budgeted = TOTAL FACILITY RENT OR LEASE EXPENSES

Example:  $\$2,000 / 2,000 \text{ sq.ft} \times 1,000 \text{ sq.ft} \times 12 \text{ months} = \$12,000$

C. Equipment and/or Other Assets Expenses

Equipment and/or other assets expenses should be determined by calculating the amount of time the leased equipment or other assets will be used exclusively on this project.

Example: *One (1) copier rental with tone and paper supplies at \$500 per month x 10% usage on project = \$50.00 per month x 12 months = \$600*

Example: *One (1) computer at \$5000 x 100% usage on project ÷ 5 years depreciation = 1,400*

## EXHIBIT III

### INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

#### D. Services, Supplies, and Equipment Depreciation

Indicate expenditures for any of the following items: Audit fees, bookkeeping fees, books and publications, facility maintenance, insurance, license/permit fees, mileage, office machine maintenance/repairs, office supplies, postage, printing, janitorial and other maintenance supplies, telephone, training, utilities, interest expenses, and consultants. **Note:** Minimum of five (5) percent shall be budgeted for an evaluator.

<i>Example:</i>	
<i>audit fees</i>	\$200.00
<i>bookkeeping fees</i>	\$300.00
<i>books and publications</i>	\$150.00
<i>facility maintenance</i>	\$500.00
<i>insurance</i>	\$900.00
<i>license/permit fees</i>	\$50.00
<i>mileage</i>	\$400.00
<i>office machine maintenance/repairs</i>	\$200.00
<i>office supplies</i>	\$1,000.00
<i>postage</i>	\$30.00
<i>printing</i>	\$30.00
<i>janitorial/other maintenance supplies</i>	\$35.00
<i>telephone</i>	\$750.00
<i>training</i>	\$150.00
<i>utilities</i>	\$100.00
<i>interest expense</i>	\$100.00
<i>consultants</i>	\$100.00
<i>other</i>	\$0.00
<b><i>total</i></b>	<b><u>\$4,995.00</u></b>

#### E. Administrative Overhead

An administrative overhead rate may be applied to project costs, based upon acceptable accounting and budgeting procedures. An administrative overhead rate over 20% needs additional justification of how rate was determined. Project size, other available resources, number and type of concurrent projects undertaken by agency, etc. are all examples of different factors to consider in determining if or to what extent an administrative overhead rate may be applied. Any and all supporting

### EXHIBIT III

## INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

documentation showing how the administrative overhead rate was calculated must be appended to the budget.

#### F. Total Gross Cost of Program

The total gross cost is determined by adding all program expenses calculated for the budget

<u>Example:</u>	<u>Program Expenses</u>	
	Salaries and Employee Benefits	\$27,622.00
	Facility Rent/Lease	\$12,000.00
	Equipment and/or Other Assets	\$2,000.00
	Services and Supplies	\$4,995.00
	Administrative Overhead	<u>\$5,524.00</u>
	<b>Total Gross Cost of Program</b>	<b>\$52,141.00</b>

### III. INCOME/REVENUE

#### A. Projected County Allocation

State your projected County allocation for the contract period.

Example: \$50,000 (for the period July 1, 2011 to June 30, 2012)

#### B. Private Funding and/or Other Revenue

State any projected private funding, client revenue, and other revenue for the proposed project for the contract period.

Example: \$ 2,141.00 (private donations)

#### C. Total Income/Revenue

The total income/revenue should equal the total gross program cost.

Example: Projected County allocation of \$50,000 + Private Funding of \$2,141.00  
= \$52,141.00

The total Income/Revenue of program is \$52,141.00.

## EXHIBIT III

### INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

#### IV. BUDGET NARRATIVE (DETAILED DESCRIPTION AND JUSTIFICATION OF EACH LINE ITEM BUDGET CATEGORY)

##### A. Description

Explain how salaries and employee benefit costs were calculated. Provide a brief description of each requested item, the corresponding cost, and a brief justification statement. Explain how each line item expense relates to your written proposal.

*Example: (Under EQUIPMENT AND/OR OTHER ASSETS category)  
1 printer @ \$1,500*

*Description: - This printer is compatible with the agency's IBM computer.*

##### B. Justification

Provide sufficient reason for the importance and need of each line item requested in the budget, as it relates to (1) strategies/program elements and activities of the written program proposal, and (2) any administrative services or requirements.

*Example: Justification: Staff assigned exclusively to this project will be using the printer to develop program reports and other documents in a timely manner.*

**EXHIBIT IV**  
**SAMPLE RFP CONTRACT**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR'S NAME)**

**FOR**

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT  
SERVICES**

The provisions of this document are typically found in County health services contracts. However, not all of these provisions will necessarily be incorporated in the final contract form(s) executed as a result of this RFP process, and other contract provisions may be included in that final instrument.

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**STANDARD EXHIBITS**

- |   |   |  |
|---|---|--|
| A | COMMUNITY CENTERED EMERGENCY ROOM PROJECT SERVICE EXHIBIT |  |
| B | CONTRACTOR'S EEO CERTIFICATION                            |  |
| C | CONTRACTOR ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT    |  |
| D | CONTRACTOR EMPLOYEE JURY SERVICE                          |  |
| E | SAFELY SURRENDERED BABY LAW                               |  |

**UNIQUE EXHIBITS (IF APPLICABLE)**

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

- |   |  |  |
|---|--|--|
| F | CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH) |  |
|---|--|--|

**SB 1262 – NONPROFIT INTEGRITY ACT OF 2004**

- |   |  |  |
|---|--|--|
| G | CHARITABLE CONTRIBUTIONS CERTIFICATION |  |
|---|--|--|

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
(CONTRACTOR'S NAME)  
FOR THE PROVISION OF  
COMMUNITY CENTERED EMERGENCY ROOM PROJECT  
SERVICES**

This Agreement (i.e., Contract), consisting of Exhibits, Schedules and/or other Attachments is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the County of Los Angeles, (hereafter referred to as County) and \_\_\_\_\_, (hereafter referred to as Contractor)..

**RECITALS**

WHEREAS, County may elect to contract with private firms, or provider agencies, for the provision of Community Centered Emergency Room Project Services when certain requirements are met; and

WHEREAS, Contractor is a private firm, or provider agency, duly licensed and certified under the laws of the State of California to engage in specializing in the business of providing Community Centered Emergency Room Project Services, which possess the competence, expertise, and personnel, required to provide such services as described hereunder; and

WEREAS, County has determined that it is legal, feasible, and cost effective, to contract with Contractor to provide Community Centered Emergency Room Project Services; and

WHEREAS, County is therefore authorized under Section 44.7 of the Los Angeles County Charter and the Los Angeles County Code Section 2.121.250 to issue a competitive selection document (e.g., Request for Proposal [RFP]) to seek independent provider agencies that can more economically or feasibly perform the Community Centered Emergency Room Project Services described herein under contract; and

WHEREAS, County's Board of Supervisors (Board) has delegated the authority and responsibility for managing the services provided by Contractor to County's Director of Public Health (DPH), or his authorized designee (hereafter jointly referred to as Director); and

WHEREAS, this Contract requires no Proposition A authorization, since the services to be provided are highly specialized and temporary in nature and as such will not reduce or eliminate the job functions performed by any County worker; and

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F and G are attached to and form part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving

precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Service Exhibit
- 1.2 EXHIBIT B - Contractor's EEO Certification
- 1.3 EXHIBIT C - Contractor Acknowledgement and Confidentiality Agreement
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law

**Unique Exhibits:**

**Health Insurance Portability AND Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement**

- 1.6 EXHIBIT F - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

**SB 1262 - Nonprofit Integrity Act of 2004**

- 1.7 EXHIBIT G - Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

**2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** An Agreement executed between County and Contractor consisting of Exhibits, Schedules and/or Attachments, which sets forth the terms and conditions for the provision of services between the parties. For purposes of this sample contract, the terms “contract” and “agreement” are used interchangeably.
- 2.2 **Contractor:** The private firm (e.g., sole proprietor, partnership, or corporation), or provider agency, that has entered into a contract with County to perform or execute the work as described but not limited to, the Contract’s Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** The person delegated by the Director with the responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspection of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** The person designated by Director with the authority to determine contractual or administrative matters relating to this Contract that cannot be resolved by the County’s Project Manager.
- 2.6 **County Project Manager:** Person designated by Director’s County’s Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** refers to County’s Fiscal year (FY) or the twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.9 **Substance Abuse Prevention and Control (SAPC):** The Division in County's DPH responsible for managing the Community Centered Emergency Room Project Services program.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, goods, services, or other work as set forth in herein.
- 3.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to \_\_\_\_\_ additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of \_\_\_\_\_ years and \_\_\_\_\_ months. Each such option and extension shall be exercised at the sole discretion of the Board of Supervisors or the DPH, or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify the DPH when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DPH at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

- 5.1 The estimated contract cost is Two Hundred Thousand Dollars (\$200,000) per year, or Six Hundred Thousand Dollars (\$600,000) for the entire three (3) year term of the contract.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the DPH at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

### 5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Service Exhibit and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be

paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall contain the information set forth in Exhibit A - Service Exhibit describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.3 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

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5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.5.7 **Local Small Business Enterprises – Prompt Payment Program** (if applicable)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

## **6.1 County's Project Director**

Responsibilities of the County's Project Director include:

- § ensuring that the objectives of this Contract are met; and
- § providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## **6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

- § meeting with the Contractor's Project Manager on a regular basis; and
- § inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **6.3 County's Contract Project Monitor**

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

# **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor's Project Manager**

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

## **7.2 Approval of Contractor's Staff**

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

## **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

## **7.4 Background and Security Investigations**

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole 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 reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the DPH or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by DPH or his designee.
- 8.1.3 The (Department Head or his/her designee or Board of Supervisors), may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPH or his designee.

### **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of

Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within \_\_\_\_\_ business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within \_\_\_\_ business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within \_\_\_\_ business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within \_\_\_\_ business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or

professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole 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 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.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of

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

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

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor

from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **8.12.3 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.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to

the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract 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.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department

Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the 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.

#### **8.16 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.17 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile

representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.18 FAIR LABOR STANDARDS**

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

#### **8.19 FORCE MAJEURE**

8.19.1 Neither party shall 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 sub-paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall 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 shall 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 sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 *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.*

## **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 INDEPENDENT CONTRACTOR STATUS**

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

## **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.23 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 shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.23.1 Evidence of Coverage and Notice to County**

- § Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- § Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- § Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each

insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles Department of Public Health  
Substance Abuse Prevention and Control  
1000 South Fremont Avenue  
Alhambra, California 91803

Attention: Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.23.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or

omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.23.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.23.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.23.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.23.8 Sub-Contractor Insurance Coverage Requirements**

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

#### **8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.23.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the

effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.23.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.23.12 Separation of Insureds**

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

#### **8.23.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.23.14 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.

### **8.24 INSURANCE COVERAGE**

**8.24.1 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:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence:

\$1 million

8.24.2 **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 shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 8.24.4 **Unique Insurance Coverage**

##### § **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

##### § **Professional Liability/Errors and Omissions (if applicable)**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such

coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **8.25 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the 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 shall be immediately extended to the County.

## **8.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall 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.

8.26.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.26.3 The Contractor shall 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 shall 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.

8.26.4 The 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.

8.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the

end that no person shall, 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.

8.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.26.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall 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 shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, 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.

## **8.27 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.28 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party

shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.29 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the DPH or his designee shall resolve it.

#### **8.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

**THE CONTRACTOR SHALL NOTIFY ITS EMPLOYEES**, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

**The Contractor shall notify and provide** to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.32 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.34 PUBLIC RECORDS ACT**

8.34.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.35 PUBLICITY**

8.35.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this

Contract within the following conditions:

- § The Contractor shall develop all publicity material in a professional manner; and
- § During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

### **8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the

Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.37 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.38 SUBCONTRACTING**

8.38.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- 8.38.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- § A description of the work to be performed by the Subcontractor;
  - § A draft copy of the proposed subcontract; and
  - § Other pertinent information and/or certifications requested by the County.
- 8.38.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.38.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.38.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.38.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.38.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.38.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles Department of Public Health  
Substance Abuse Prevention and Control  
1000 South Fremont Avenue  
Alhambra, California 91803

Attention: Director

before any Subcontractor employee may perform any work hereunder.

**8.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.40 TERMINATION FOR CONVENIENCE**

8.40.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the 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 shall be no less than ten (10) days after the notice is sent.

8.40.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

§ Stop work under this Contract on the date and to the extent specified in such notice, and

§ Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

#### **8.41 TERMINATION FOR DEFAULT**

- 8.41.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- § Contractor has materially breached this Contract; or
- § Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- § 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 (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.41.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, 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. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.41.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.41.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.41.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.42.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the 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 the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.42.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper

consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.43 TERMINATION FOR INSOLVENCY**

- 8.43.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

§ Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (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 the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

§ The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

§ The appointment of a Receiver or Trustee for the Contractor; or

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

- 8.43.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County

may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.45 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.46 VALIDITY**

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

#### **8.47 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.48 WARRANTY AGAINST CONTINGENT FEES**

8.48.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.48.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.49 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.

**8.50 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor

therefore agree to the terms of Exhibit N, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

## **9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

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

### **9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.4.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (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 shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

\_\_\_\_\_  
Contractor

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

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

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

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

Andrea Sheridan Ordin  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**EXHIBIT A**

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT  
SERVICE EXHIBIT**

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**AGENCY NAME**

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

1. **DEFINITION:** The Community Centered Emergency Room Project (hereafter "CCERP") bridges the gap among health, public health, mental health services, and community prevention. Research indicates that the well being of individuals depends on both quality coordinated health care services and community conditions that support health and safety. A successful, equitable health system will fuse these two areas, merging efficient, accessible, and culturally appropriate comprehensive efforts to prevent illness and injury by improving community environments that contribute to alcohol and other drug (AOD) risk factors. The CCERP collaborates with the Needs Special Attention (NSA) Population interdepartmental team, provides educational strategies that can prevent health disparities and chronic diseases by promoting healthy living, and use evidence-based environmental prevention strategies that prevent/reduce community risk factors.

The CCERP is based on the Community-Centered Health Home Model, an evidence-based concept, which includes the following elements: 1) Coordinate activity with community partners, 2) Advocate for community health, 3) Mobilize patient populations, (4) Strengthen partnerships with local health care organizations, and 5) Establish model organizational practices.

The CCERP uses the Public Health Model as the conceptual basis for implementing prevention strategies afflicting the targeted area. It works to educate, empower local community residents and stakeholders to address community risk factors which have a

fundamental influence on health and safety. These risk factors also contribute to the overuse of LAC+USC Medical Center (hereafter "LAC+USC MC) Emergency Department (ED) by Needs Special Assistance (NSA) populations. Many of the frequent ED patients were identified as NSA populations with multiple co-occurring disorder (COD) medical, mental health, and substance use disorders (SUD).

NSA patients often are homeless and reside on or near the LAC+USC MC and are using the ED to address their health needs as well as their need for socialization and support. This situation has contributed to overuse of the ED, increased costs to the county, and NSA patients frequently are coming back to the ED unable to resolve their underlying disorders.

The CCERP meets the provisions of the ACA/Health Care Reform (HCR) and federal funding which include addressing the root causes of health disparities and engaging community members to devise solutions that improve quality of life. The CCERP shall collaborate with the NSA interdepartmental work group and community stakeholders to implement education and outreach components aimed at addressing the cultural diversity among NSA populations, health disparities, and equity issues in the community.

2. **PERSONS TO BE SERVED:** populations to be served include, but are not limited to, youth, adults, NSA individuals, residents, and families within the targeted community of LAC+USC MC, local businesses interested in assisting with addressing AOD contributing risk factors within the targeted community of Los Angeles County.

Unless a specific population(s) is identified immediately below, services shall be made available to males and females of all ages, and to all population groups within the target area.

3. **TARGETED GEOGRAPHIC AREA:** LAC+USC MC and surrounding communities within the following zip codes: 90033, 90032, and 90031 as defined by the contractor and approved by the Substance Abuse Prevention and Control (SAPC) Director, or his designee, (all hereafter "SAPC Director"). Services shall be conducted within the targeted area and boundaries of Los Angeles County.

The boundaries for these services, as defined by Contractor and approved by Director, are as follows:

.....

.....

4. **SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION:** Contractor's facility(ies) and the days and hours of operation where community prevention services are planned, conducted, and project documentation is maintained as follows:

Facility 1 is located at \_\_\_\_\_.

Contractor's facility telephone number is (\_\_\_\_)\_\_\_\_\_, facsimile/FAX number is

(\_\_\_\_)\_\_\_\_\_, and electronic-mail ("email") address for the contract manager is

\_\_\_\_\_ Contractor's facility days and hours of operation are \_\_\_\_\_

Facility 2 is located at \_\_\_\_\_.

Contractor's facility telephone number is (\_\_\_\_)\_\_\_\_\_, facsimile/FAX number is

( ) \_\_\_\_\_, and contract manager's email address is \_\_\_\_\_.

Contractor's facility days and hours of operation are \_\_\_\_\_.

Contractor shall obtain prior written approval from the SAPC Director or his/her designee at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, facsimile/FAX number, e-mail address, or wheelchair access of Contractor's facility(ies), are changed in any manner, Contractor shall inform the SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof.

**5. MAXIMUM ALLOCATION:**

- A. During the period of Board approval through June 30, 2013 that portion of the maximum obligation of County, which is allocated under this Exhibit for community prevention services is Two Hundred Thousand Dollars (\$200,000 ). Other financial information for this Exhibit is contained in the Schedule(s), and/or budget, attached hereto and incorporated herein by reference.
- B. During the period of July 1, 2013 through June 30, 2014 that portion of the maximum obligation of County, which is allocated under this Exhibit for community prevention services, is Two Hundred Thousand Dollars (\$200,000 ). Other financial information for this Exhibit is contained in the Schedule(s), and/or budget, attached hereto and incorporated herein by reference.
- C. During the period of July 1, 2014 through June 30, 2015 that portion of the maximum obligation of County, which is allocated under this Exhibit for community prevention services, is Two Hundred Thousand Dollars (\$200,000 ). Other financial information for

this Exhibit is contained in the Schedule(s), and/or budget, attached hereto and incorporated herein by reference.

6. **REIMBURSEMENT**: County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in this Exhibit in accordance with the dollar amounts listed in the Schedule(s) and detailed in the Budget(s) referred to above, and attached hereto, as such costs are reflected in Contractor's billing statements. The definition of "services" for the purpose of this Paragraph shall include time spent performing any service activities designated in this Exhibit and any time spent on the preparation for such service activities.
  
7. **STATEMENT OF WORK AND EVALUATION OF SERVICES**: Contractor agrees to provide services/activities that are focused on enhancing community protective factors and reverse or reduce risk factors that contribute to AOD related problems among the NSA populations within the geographic targeted community as described and as summarized in Contractor's "Statement of Work" form, which is attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for the Director's, or his designee's, review and approval before the commencement of any services hereunder.

Contractor shall submit a statement of work that provides a clear description of the overall program goals and objectives which will be known as the CCERP Work Plan ("Work Plan") attached hereto and incorporated herein by reference. The Work Plan shall set forth all proposed activities that will be achieved by the Contractor in the provision of services in accordance with the terms of this Agreement. The Work Plan shall list and describe Contractor's goals, objectives, activities, expected outcomes, and proposed time lines. All start and completion dates shall encompass the full contract period and any extensions to

the Agreement. In any event, all completion dates listed by Contractor shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days prior to the execution of this Agreement for approval by Director or his designee.

Contractor agrees to permit the County to use the CCERP Work Plan for future program planning purposes, to evaluate the effectiveness of the CCERP services and outcomes provided by the Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's expected outcomes (when services are directed towards individual participants) to enhance services received under this Agreement.

As a result of federal, State, and local emphasis on better documenting and assessing program effectiveness, the County may, at its sole discretion, request Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable Federal and State laws with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

8. **REPORTING REQUIREMENTS:** Subject to the reporting requirements of the "Additional Provisions" of this Agreement, incorporated herein, Contractor shall submit the following annual activity reports: Annual Work Plan/Work Plan Amendments, Year-End Reports,

quarterly progress reports; attend monthly NSA Work Group meetings as well as SAPC and NSA Work Group sponsored training related to addressing NSA population needs.

Contractor shall submit a weekly report on its community-based prevention service activities using the California Outcome Measures Service for Prevention (CalOMS Pv) data system in compliance with the California State Department of Alcohol and Drug Programs' Substance Abuse Prevention and Treatment (SAPT) funding block grant requirements. The CalOMS Pv data system categorizes populations using the Institute of Medicine (IOM) classification and activities using the six (6) Center for Substance Abuse Prevention (CSAP) strategies for documenting services/activities.

A. Contractor shall identify the populations that are being served by using the IOM population categories as outlined on the CalOMS Pv data system:

- 1) Universal: Preventive interventions are activities targeting the general public or a whole population group that has not been identified on the basis of individual risk.
- 2) Selected: Preventive interventions are activities targeting individuals or a subgroup of the population whose risk of developing a disorder is significantly higher than average.
- 3) Indicated: Preventive interventions are activities targeting individuals in high-risk environments, identified as having minimal but detectable signs or symptoms foreshadowing disorder or having biological markers indicating predisposition for disorder but not yet meeting diagnostic levels.

B. In addition Contractor shall report services using the following six (6) CSAP strategies:

- 1) Prevention Education - is distinguished from merely disseminating information by the fact that it is based on an interaction between the educator and the participants.
- 2) Alternative Activities: provides for the participation of the target populations in activities that exclude drug use.

- 3) Community-Based Processes - aims to enhance the ability of the community to more effectively prevention and treatment services for drug abuse disorders.
- 4) Environmental Approaches - establish or change community standards, codes and attitudes, thereby influencing the incidence and Prevalence of drug abuse in the general population.
- 5) Problem Identification and Referral - identifies those who have indulged in the illegal use of drugs in order to assess if their behavior can be reversed through education.
- 6) Information Dissemination – provides information about the nature of drug use, abuse, addiction and the effects on individuals, families, and communities. It also provides information of available prevention programs and services.

The above prevention strategies shall not be used in isolation, they are not all equally strong. The use of all strategies is more effective when used in conjunction with others. Using multiple strategies in multiple settings, working toward a few common goals, offers the best chance to reduce community risk factors. However, for CalOMS Pv documentation purpose, the activities shall be reported by Contractor using the six (6) categories above.

9. **STAFFING CONTRACT REQUIREMENTS:** Contractor shall comply with the following requirements:
  - A. Sobriety: Contractor shall establish and maintain a written policy regarding AOD use by its employees.
  - B. Minimum Full-Time Equivalent (“FTE”): As outlined in the **Additional Provisions, Paragraph 4, Staffing** of this Agreement, Contractor shall employ at least one (1) individual (i.e., FTE position) specifically assigned to work full time on this CCERP Agreement. Contractor shall operate continuously throughout the term of this

Agreement with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs.

C. Minimum Qualifications: The following minimum qualifications shall apply to all staff and management employed in-full or in-part under this Agreement, including employees directly involved in the administration, supervision, and/or provision of services:

- 1) Minimum one (1) year experience providing alcohol, and other drug (AOD) related services; education may be substituted for experience where coursework is directly related to the AOD or Public Health fields.
- 2) Knowledge and understanding of substance abuse prevention planning including community-based and environmental prevention;
- 3) Knowledge and understanding of the Strategic Prevention Framework (SPF) and its integral role in program planning, development, and evaluation;
- 4) Ability to plan, implement, and evaluate prevention service activities;
- 5) Knowledge of evidence-based strategies and prevention concepts for addressing NSA contributing factors;
- 6) Ability to coordinate and facilitate coalition meetings comprised of NSA interdepartmental work group members, stakeholders, regional network providers, and community members within the targeted area.
- 7) Ability to document activities;
- 8) Competency to work with the various ethnic/cultural groups in the community;  
and
- 9) Ability to train program staff on required contracted services, CalOMS Pv data entry and other required reporting.

- D. Contractor's Director or Program Administrator: Contractor shall delegate the responsibility for overall administration of the CCERP to one specific person functioning as Contractor's program administrator. Such person shall have a minimum of two (2) years professional experience in the areas of budgeting, community relations, facility operation, fiscal management, fund raising, personnel, program planning, report writing, service documentation, evaluation, volunteer supervision, and knowledge of State and County laws, regulations, policies, and procedures regarding human service management and service delivery.
- E. Project Coordinator: Contractor may delegate certain aspects of the project responsibilities to one or more subordinate staff functioning as project coordinator or project specialist. At least one (1) full-time person with project administration responsibility must be devoted solely to this project.
- F. Staff Approval: Contractor shall inform the SAPC, Director of staff to be hired for the CCERP contract. Director approval shall be obtained before contractor hires the project coordinator. Contract shall provide director with a 30 day approval notice and resume prior to hiring a coordinator.
- G. Language Skills: Contractor is encouraged to recruit and hire staff in service positions that are fluent in American Sign Language and the primary language of any special population group being served.
- H. Licenses and Certifications: Contractor shall insure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4, Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of SAPC, a list of persons by name, title, professional degree, salary and experience who are providing community-based prevention services hereunder. If an Executive Director, Program Director, Assistant Director or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the SAPC Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

- I. Supervision and Training: Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable federal, State and County laws, regulations, guidelines, directives, and administrative procedures. Contractor shall provide each administrative (i.e., management) and service employees (i.e., prevention/treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Agreement period. For treatment staff, training received through State Department of Alcohol and Drug Program (SDADP) - approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. For prevention staff, training on the Strategic Prevention Framework, CalOMS Prevention, environmental prevention strategies, and other evidence-based prevention strategies that can enhance the quality of prevention services shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Agreement period of less than a full fiscal year. All training received during the term of this Agreement shall be included in the personnel file of all administrative and service staff employed by Contractor.
  
- J. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the

provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

- (1) All staff employed by Contractor and subcontractor(s), if applicable, shall not be on active probation or parole within the last three (3) years, and must have a Live Scan fingerprint check for criminal history background through the Department of Justice and Federal Bureau of Investigation prior to employment. Contractor shall not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (i.e., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by the County's Probation Department and the Department of Public Health. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any such person. Contractor must monitor for subsequent notifications from the Department of Justice regarding employee convictions or arrests to maintain compliance with the aforementioned fingerprint requirements.
- (2) Employees working with youth shall have at least two (2) years prior experience in a youth program or two (2) years prior experience working with youth.
- (3) Counselors working with youth in treatment shall be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8, Counselor Certification Regulations.
- (4) Employees working with youth shall receive at least eight (8) total hours of annual training in the fields of alcohol and other drugs, child development and normal

adolescent growth and development, the dynamics of adolescent recovery, and related fields.

(5) All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.

- K. Sexual Harassment and Sexual Contact: Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.
- L. Disability Access Coordinator: Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall

comply with any additional staffing requirements which may be included in the Exhibit(s) incorporated herein.

## **10. BOARD OF DIRECTORS AND ADVISORY BOARD**

- A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities.

Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

- B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e.,

service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

**11. SPECIFIC SERVICES/STRATEGIES TO BE CONDUCTED:**

A. The CCERP is based on the Community-Centered Health Home Model, an evidence-based concept, which include the following elements:

- 1) Coordinate activity with community stakeholders/partners,
- 2) Advocate for community health,
- 3) Mobilize patient populations,
- 4) Strengthen partnerships with local health care organizations, and
- 5) Establish model organizational practices.

The CPT uses the Public Health Model as the conceptual basis for implementing prevention strategies to reduce AOD related problems afflicting the targeted area.

B. This will be accomplished through mobilizing/organizing and thereby empowering residents and other stakeholders to identify specific contributing community risk factors, outlined in the environmental scan that contribute to the overuse of the LAC+USC MC ED, develop and implement strategies to enforce current policies in place at LAC+USC MC, and establish policies regulations within the surrounding community.

- C. Contractor shall establish formalized linkages/coordinated services and collaboration with other service systems to ensure access and delivery of multi-disciplinary services and a continuum of services to address the NSA population needs.
- D. Contractor shall engage members of the SAPC sponsored Regional Service Network of prevention, treatment, and recovery providers that are operating a coordinated continuum of care aimed specifically at NSA populations.
- E. Contractor shall further assess community contributing risk factors as identified in the NSA environmental scan. Environmental scanning is a widely used qualitative data collection method with the purpose of identifying community needs and assessments. The scan was commissioned to identify environmental factors that contribute to the increased presence of NSA patients in the LAC+USC MC ED.
- F. Build capacity mobilize/organize and/or build capacity to address needs. This involves mobilization of resources within the geographic area to address assessed needs. Readiness, cultural competency, and leadership capacity are addressed and strengthened through education and training.
- G. Develop a Plan that applies assessment results and includes Community Centered Health Home Model evidence-based concept. The plan shall use the 5 step SPF process and shall address issues/problems and priorities identified as well as resources required. The plan shall include goals, objectives, measurements and performance targets as well as logic models.
- H. Implement an action plan (Work Plan). This involves taking actions guided by practices proven to be effective and culturally appropriate. The work plan shall include process evaluation and describe the collection of process measure data.

- I. Evaluation (Monitor, evaluate, sustain and improve or replace those that fail). Contractor shall describe within the plan ongoing measuring of process and outcome data of the implemented programs, policies, and practices for effectiveness and sustainability.
- J. Activities shall include a diverse range of evidence-based strategies and interventions in order to create population-level change and help individuals make healthy choices, lasting behavioral change requires a focus on community systems, policies and local conditions to affect the environment in which Substance abuse occurs.

11. **ANNUAL WORK PLAN:** Contractor shall develop an annual Work Plan (using the work plan attachment) that ensures the Contractor's goals and objectives, as supported by the assessment (SPF Step 1), will impact the NSA CCERP project objectives listed below. The Work Plan must include all key steps and activities necessary to successfully demonstrate community change. The Work Plan must include key target completion dates by quarter for the fiscal year (e.g. start date of July 1, 2011 and end date of June 30, 2011 are not permitted). The SAPC approved Work Plan must be completed in full and on-time; approved work plans may be amended if justified in writing within 30 days.

CCERP Objectives:

- A. Reduce and eliminate community environments that contribute to alcohol and other drug associated problems within the target area.
- B. Engage community residents, business operators, law enforcement personnel, public health inspectors, alcoholic beverage control officers, and others to reduce community risk factors by cleaning up the area and eliminating physical and social conditions, thereby reducing illegal drug activities as well as problem alcohol consumption and

inebriation; and making it more difficult for persons to congregate in the area to engage in such behaviors.

- C. Mobilize and organize community stakeholders to enforce policies and establish policies that can improve the physical conditions that contribute to NSA emergency department frequent visits and unsafe neighborhood environments.
- D. Implement evidence-based approaches that support the LAC+USC MC's NSA work group to effectively communicate with NSA populations and track referrals to ensure substance abuse and mental health services are available when needed.
- E. Reduce and eliminate community environments that contribute to alcohol and other drug associated problems within the target area.
- F. Engage community residents, business operators, law enforcement personnel, public health inspectors, alcoholic beverage control officers, and others to reduce community risk factors by cleaning up the area and eliminating physical and social conditions, thereby reducing illegal drug activities as well as problem alcohol consumption and inebriation; and making it more difficult for persons to congregate in the area to engage in such behaviors.
- G. Mobilize and organize community stakeholders to enforce policies and establish policies that can improve the physical conditions that contribute to NSA emergency department frequent visits and unsafe neighborhood environments.
- H. Implement evidence-based approaches that support the LAC+USC MC's NSA work group to effectively communicate with NSA populations and track referrals to ensure substance abuse and mental health services are available when needed.

12. **PUBLIC ANNOUNCEMENT, LITERATURE AND OUTREACH:** Subject to the requirements of the PUBLIC ANNOUNCEMENTS, LITERATURE , AND OUTREACH PARAGRAPH of the ADDITIONAL PROVISIONS of this Agreement, Contractor shall submit all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable cost for review and approval by SAPC Director or his designee prior to publication, printing, duplication, and implementation for this Agreement. All such materials, public announcements, literature, audiovisuals, printed materials, community assessment surveys distributed by Contractor, materials describing services provided hereunder, shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was “made possible by the County of Los Angeles, Department of Public Health, Substance Abuse Prevention Control”. Submission forms shall be provided by SAPC and used by Contractor to obtain the necessary review and approval from SAPC for all material as described herein, prior to publication and/or use.

13. **PERFORMANCE EVALUATION:** Pursuant to the County’s Quality Assurance Plan Paragraph of the “ADDITIONAL PROVISIONS” of this Agreement, incorporated herein, Contractor’s performance will be measured by SAPC to determine the adequacy of Contractor’s performance and to develop recommendations for continuation of funding for the Community Centered Emergency Room Project services for successive fiscal years. Review of the approved comprehensive strategic plan, completion of the approved Work Plan, CalOMS Pv submissions, quarterly progress reports, results of the on-site audit reports, and others may be considered in this determination.

Program audits will take place twice during the initial fiscal year and once thereafter in order to determine compliance with this contract including, but not limited to, Contractor’s Work Plans.

AGENCY NAME

SCHEDULE \_

COMMUNITY TRANSFORMATION DEMONSTRATION PROJECT

	Board Approval through 06/30/13	07/01/13- 06/30/14	07/01/14- 06/30/15
Maximum Allocation.....	\$ _____	\$ _____	\$ _____
Projected Revenue.....	\$ _____	\$ _____	\$ _____
Gross Program Allocation.....	\$ _____	\$ _____	\$ _____
Maximum Monthly Amount/ Allocation (Item 1 divided by the number of months in the period).....	\$ _____	\$ _____	\$ _____

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement and ADDITIONAL PROVISIONS.

(COST/1YR)

BUDGET \_\_

COMMUNITY TRANSFORMATION DEMONSTRATION PROJECT

	Board Approval through 06/30/13	07/01/13- 06/30/14	07/01/14- 06/30/15
Salaries.....	\$ _____	\$ _____	\$ _____
Facility Rent/Lease.....	\$ _____	\$ _____	\$ _____
Equipment Leases.....	\$ _____	\$ _____	\$ _____
Services and Supplies.....	\$ _____	\$ _____	\$ _____
Administrative Overhead.....	\$ _____	\$ _____	\$ _____
Gross Budget*.....	\$ _____	\$ _____	\$ _____

\* Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, Director or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, subparagraph A, subsection (5) and Paragraph 14, subparagraph H, of the ADDITIONAL PROVISIONS.

AGENCY NAME

STATEMENT OF WORK

COMMUNITY CENTERED EMERGENCY ROOM PROJECT

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

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Attached is a detailed Work Plan which describes services to be provided and the program goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted by Contractor within thirty (30) calendar days prior to the execution of this Agreement for approval by Director.

Revised 120211

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes  No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes  No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes  No
- 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  No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

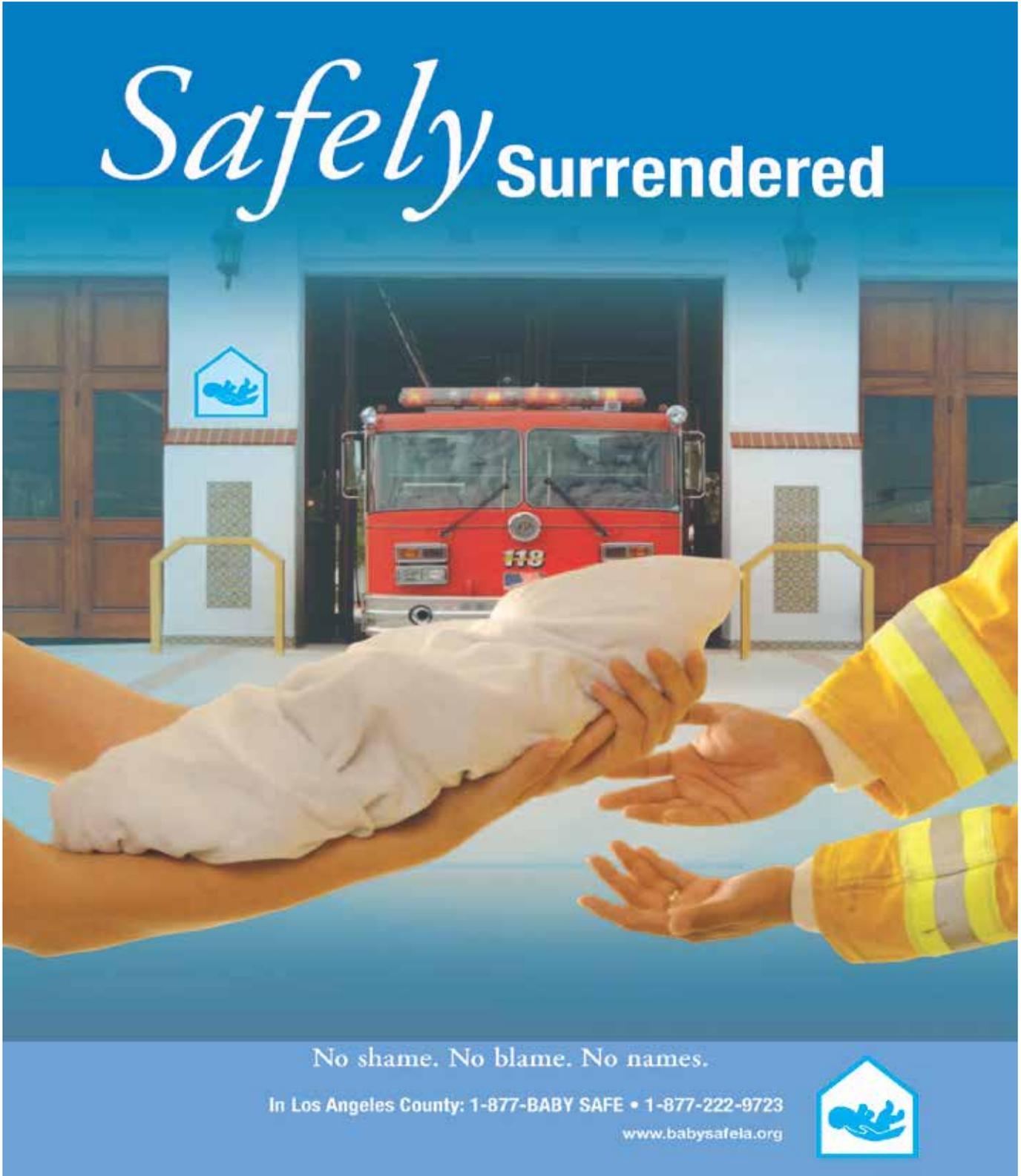
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



No shame. No blame. No names.

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

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



## SAFELY SURRENDERED BABY LAW

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

www.babysafeia.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

### How does it work?

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

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

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

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

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

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

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

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

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

### What happens to the baby?

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

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

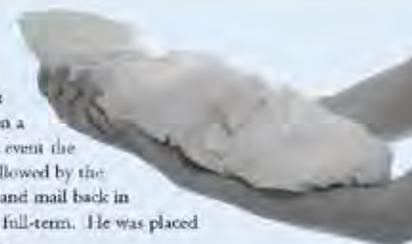
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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

## A baby's story

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



SAFELY SURRENDERED BABY LAW

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



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

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

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



## SAFELY SURRENDERED BABY LAW

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www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



**CONTRACTOR’S OBLIGATIONS AS A “BUSINESS ASSOCIATE”  
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE  
HEALTH CARE INFORMATION TECHNOLOGY  
FOR ECONOMIC AND CLINICAL HEALTH ACT  
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor (“Business Associate”) provides services (“Services”) to County (“Covered Entity”) and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (“Privacy Regulations”) and the Health Insurance Reform: Security Standards (“the Security Regulations”) at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the “Privacy and Security Regulations”). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate (“Business Associate Agreement”) in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA’s Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 **“Breach”** has the same meaning as the term “breach” in 45 C.F.R. § 164.402.
- 1.2 **“Disclose”** and **“Disclosure”** mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.
- 1.3 **“Electronic Health Record”** has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 **“Electronic Media”** has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in

electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

- 1.15 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

#### **OBLIGATIONS OF BUSINESS ASSOCIATE**

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
  - (b) shall Disclose Protected Health Information to Covered Entity upon request;
  - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
    - (i) Use Protected Health Information; and
    - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

- 2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
  - (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
  - (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.
- 2.3 Adequate Safeguards for Protected Health Information. Business Associate:
- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation’s minimum necessary standard as in effect or as amended.
  - (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308,

164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

**2.4.3 Request for Delay by Law Enforcement.** Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

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

**2.6 Breach Notification.** Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
- (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to

permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

*[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]*

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

## **EXHIBIT V**

### **LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

## EXHIBIT VI

### IRS NOTICE 1015

(Obtain latest version from IRS website)

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



## Department of the Treasury Internal Revenue Service

### Notice 1015

(Rev. December 2007)

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

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##### **What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

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

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

**Note.** You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

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

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

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

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

##### **How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

## EXHIBIT VII

### Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

#### 2.203.010. Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

#### 2.203.020. Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

## EXHIBIT VII

### Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.030. Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040. Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.050. Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

## EXHIBIT VII

### Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.060. Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## EXHIBIT VIII

### BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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

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

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

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

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

### RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.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://ag.gov/charities/statutes.php/>

## EXHIBIT VIII

### 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*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

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

## EXHIBIT IX

### Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010	Findings and declarations
2.206.020	Definitions
2.206.030	Applicability
2.206.040	Required solicitation and contract language
2.206.050	Administration and compliance certification
2.206.060	Exclusions/Exemptions
2.206.070	Enforcement and remedies
2.206.080	Severability

#### **2.206.010. Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.020. Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

## EXHIBIT IX

### Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.030. Applicability.**

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

#### **2.206.040. Required solicitation and contract language.**

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

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

#### **2.206.050. Administration and compliance certification.**

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

#### **2.206.060. Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:

## **EXHIBIT IX**

### **Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

## EXHIBIT IX

### Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070. Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.080. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## **ATTACHMENTS**

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL**

**MANDATORY INTENT TO APPLY**

**REQUEST FOR PROPOSALS  
FOR  
COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

This is to provide notification of our intention to submit a proposal(s) in response to the Los Angeles County Substance Abuse Prevention and Control's Request for Proposals for Community Centered Emergency Room Project issued on May 22, 2012.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

---

**THIS FORM MUST BE RECEIVED BY SAPC NO LATER THAN 4:30 PM ON  
JULY 17, 2012. IT MAY BE MAILED TO THE ADDRESS BELOW OR SENT BY FAX TO  
(626) 299-7226.**

Mr. Gary Izumi, Chief  
Grants Management and Resolicitations Division  
Substance Abuse Prevention and Control  
3rd Floor, Building A-9 East  
1000 S. Fremont Ave.,  
Alhambra, California 91803

**REQUEST FOR PROPOSALS  
FOR COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

**RFP # SAPC-2012-01**

**MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE**

Interested and qualified organizations must meet **all** of the Minimum Mandatory Requirements to Participate, as outlined in RFP Section III. Failure of the proposer to comply with any of the Minimum Mandatory Requirements to Participate in addition to providing the required information may cause their proposal to be deemed non-responsive and disqualified from further consideration.

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

Minimum Mandatory RFP Requirement	Yes	No
<p>1. Proposer has a minimum of five (5) years experience, within the last seven (7) years, providing community-based prevention services to homeless populations with mental health and SUD within the targeted community.</p> <p>If yes, please specify the location (section, page number, and paragraph) in the proposal where this information can be found.</p> <p>Location: _____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Proposer can demonstrate that they have formed and has had in place a successful SUD prevention community coalition for at least three (3) years, within the last seven (7) years, and is it experienced at mobilizing and organizing community residents and stakeholders to address alcohol and other drug problems and minimize if not eliminate unhealthy community conditions?</p> <p>If yes, please specify the section, page number, and paragraph in the proposal where this information can be found.</p> <p>Location: _____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Proposer can demonstrate that it has successfully implemented SUD environmental strategies that resulted in policy development?</p> <p>If yes, please specify the section, page number, and paragraph in the proposal where this information can be found.</p> <p>Location: _____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Proposer can demonstrated that it has enforced current policies that changed community conditions leading to a decrease in alcohol and other drug problems within the target area and surrounding neighborhoods, including nuisance abatement policies to reduce or eliminate community risk factors?</p> <p>If yes, please specify the location (section, page number, and paragraph) in the proposal where this information can be found.</p> <p>Location: _____</p>	<input type="checkbox"/>	<input type="checkbox"/>

**REQUEST FOR PROPOSALS  
FOR COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

**RFP # SAPC-2012-01**

**PROPOSER ELIGIBILITY - MINIMUM REQUIREMENTS TO PARTICIPATE**

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

Minimum Mandatory RFP Requirement	Yes	No
<p>5. Proposer has existing collaborative partnerships with the Department of Mental Health, SAPC contracted prevention and treatment providers, and other service agencies within the LAC+USC MC and surrounding communities? Such partnerships must include a continuum of substance abuse prevention, treatment, and recovery services that can strengthen client cross referrals for NSA populations.</p> <p>If yes, please specify the section, page number, and paragraph in the proposal where this information can be found.</p> <p>Location:</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6. Proposer can demonstrate ability to begin providing services within thirty (30) days of the contract award?</p> <p>If yes, please specify the section, page number, and paragraph in the proposal where this information can be found.</p> <p>Location:</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>7. Proposer is in compliance with the provisions of Los Angeles County Board Policy 5.065 on Nonprofit Contractor Requirements, is a tax-exempt, public or incorporated private non-profit 501(c) organization (registered with the State of California) or agency of a municipal government?</p> <p>If yes, please specify the location (section, page number, and paragraph) in the proposal where this information can be found.</p> <p>Location:</p> <p>NOTE: Other government agencies, local educational agencies, institutions of higher education, and for-profit organizations, are not eligible to apply.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>8. Proposer can demonstrate that it has or will have a business office in operation within the target area by the time of contract award?</p> <p>If yes, please specify the section, page number, and paragraph in the proposal where this information can be found.</p> <p>Location:</p>	<input type="checkbox"/>	<input type="checkbox"/>

REQUEST FOR PROPOSALS  
FOR COMMUNITY CENTERED EMERGENCY ROOM PROJECT

RFP # SAPC-2012-01

PROPOSER ELIGIBILITY - MINIMUM REQUIREMENTS TO PARTICIPATE

PROPOSER: \_\_\_\_\_

Minimum Mandatory RFP Requirement	Yes	No
<p>9. Proposer has submitted as attachments to its proposal, all of the following required forms? <input type="checkbox"/> <input type="checkbox"/></p> <p>If yes, please specify the location (section, page number, and paragraph) in the proposal where each of these attachments can be found:</p> <p>a. <b>Attachment 5: Proposer's Organization Questionnaire/Affidavit</b> Location: _____</p> <p>b. <b>Attachment 8: Acceptance of Terms and Conditions Affirmation</b> Location: _____</p> <p>c. <b>Attachment 9A: Certification of No Conflict of Interest</b> Location: _____</p> <p>d. <b>Attachment 9B: Attestation of Willingness to Consider GAIN/GROW Participants for Employment</b> Location: _____</p> <p>e. <b>Attachment 9C: Familiarity with the County Lobbyist Ordinance Certification</b> Location: _____</p> <p>f. <b>Attachment 9D: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (if applicable)</b> Location: _____</p> <p>g. <b>Attachment 9E: Contractor Employee Jury Service Program Certification Form and Application for Exception</b> Location: _____</p> <p>h. <b>Attachment 9F: Charitable Contributions Certification</b> Location: _____</p>		

REQUEST FOR PROPOSALS  
FOR COMMUNITY CENTERED EMERGENCY ROOM PROJECT

RFP # SAPC-2012-01

PROPOSER ELIGIBILITY - MINIMUM REQUIREMENTS TO PARTICIPATE

PROPOSER: \_\_\_\_\_

Minimum Mandatory RFP Requirement	Yes	No
i. <b>Attachment 9G: Transitional Job Opportunities Preference Application (if applicable)</b> Location: _____		
j. <b>Attachment 9H: Certification of Compliance with the County's Defaulted Property Tax Reduction Program</b> Location: _____		
k. <b>Attachment 9I: Proposer's EEO Certification</b> Location: _____		

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL

COMMUNITY CENTERED EMERGENCY ROOM PROJECT  
WORK PLAN – FISCAL YEAR \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

Goal: \_\_\_\_\_

Proposer Objectives	Activities/ Strategies	Expected Outcomes	Evaluation	Proposed Timelines

COMMUNITY CENTERED EMERGENCY ROOM PROJECT

PROPOSED BUDGET SUMMARY

PROPOSER:

SERVICE TO BE PROVIDED:

For each item below, summarize the amounts budgeted for the entire number of months of the proposed program. PROGRAM EXPENSES should reflect the total cost to operate a program, including any costs that may not be covered by the proposed County allocation. INCOME/REVENUE should reflect all funding sources that will be dedicated to the project to cover all program expenses.

ITEM	Budget for 07/01/12 - 06/30/13	Budget for 07/01/13 - 06/30/14	Budget for 07/01/14 - 06/30/15	Total Budget for 07/01/12 - 06/30/15
<b>PROGRAM EXPENSES</b>				
Salaries and Employee Benefits				\$ -
Facility Rent/Lease				\$ -
Equipment and/or Other Assets Leases				\$ -
Services, Supplies, and Equipment Depreciation				\$ -
Community Meetings				\$ -
Other				\$ -
Administrative Overhead				\$ -
<b>TOTAL PROGRAM EXPENSES</b>	\$ -	\$ -	\$ -	\$ -
<b>INCOME/ REVENUE</b>				
Projected County Allocation				\$ -
Private Funding Monies and/or Other Revenue				\$ -
<b>TOTAL INCOME/ REVENUE</b>	\$ -	\$ -	\$ -	\$ -

COMMUNITY CENTERED EMERGENCY ROOM PROJECT

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

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

Name State Year Inc.

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

\_\_\_\_\_

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

Name County of Registration Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? Yes No

If yes, please provide the following information:

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

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

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

Name Year of Name Change

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

\_\_\_\_\_

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

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

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

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

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

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

On behalf of: \_\_\_\_\_ (Proposer's name)

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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

**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 Proposer 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. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer 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,” “proposal,” 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 proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall 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. Proposer further agrees by submitting this proposal 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 Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer 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. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall 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 Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall 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 Request for Proposals.

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

Proposer 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.

Dated: \_\_\_\_\_

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

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

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

COMMUNITY CENTERED EMERGENCY ROOM PROJECT  
PROSPECTIVE CONTRACTOR LIST OF REFERENCES

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

List Five (5) References where the same or similar scope of services was provided in order to meet the Minimum Requirements stated in this RFP.

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

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT  
PROSPECTIVE CONTRACTOR'S LIST OF CONTRACTS**

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

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

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

COMMUNITY CENTERED EMERGENCY ROOM PROJECT  
PROSPECTIVE CONTRACTOR'S LIST OF TERMINATED CONTRACTS

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

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	Reason for Termination:			
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	Reason for Termination:			
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	Reason for Termination:			
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	Reason for Termination:			
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	Reason for Termination:			

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

Proposer \_\_\_\_\_ hereby affirms that it understands and  
(Proposer's Legal Entity Name)

agrees that a submission of a bid response/ proposal to this Request for Proposals (RFP) constitutes acknowledgement and acceptance of, and a willingness to comply with all the terms and conditions and criteria contained in the referenced RFP and any addenda thereto.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Position Title

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

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Proposer Name

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Proposer Official Title

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Official's Signature

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

**ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by County)  NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES  NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES  NO  N/A (Program not available)

Proposer Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Tel.#: \_\_\_\_\_ Fax#: \_\_\_\_\_

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT  
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATE**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
  
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
  
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

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

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: \_\_\_\_\_  
COUNTY VENDOR NUMBER: \_\_\_\_\_

- As a Local SBE, certified by the County of Los Angeles Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

Print Authorized Name	Authorized Signature	Title	Date
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## COMMUNITY CENTERED EMERGENCY ROOM PROJECT

### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation: <b>RFP for COMMUNITY CENTERED EMERGENCY ROOM PROJECT (RFP # SAPC 2012-01)</b>		

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

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

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

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

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

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

**OR**

#### **Part II: Certification of Compliance**

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

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

Print Name:	Title:
Signature:	Date:

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

---

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.**

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

**OR**

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

---

Signature

---

Date

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Name and Title of Signer (please print)

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT  
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For: <b>Community Centered Emergency Room Project, RFP # SAPC 2012-01</b>		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

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

COMMUNITY CENTERED EMERGENCY ROOM PROJECT

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION

YES

NO

- 1. Proposer has written policy statement prohibiting discrimination in all phases of employment.
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.

Signature

Date

Name and Title of Signer (Please print)

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

**IDENTIFICATION OF PERSON WRITING PROPOSAL**

---

Proposer's Name

---

Proposer's Business Address

---

Name of Person Writing Proposal

---

Writer's Business Address

---

Signature of Authorized Representative of  
Proposing Entity

---

Print Name

---

Date

**REQUEST FOR PROPOSALS  
FOR  
COMMUNITY CENTERED EMERGENCY ROOM PROJECT**

**TRANSMITTAL FORM TO REQUEST  
A SOLICITATION REQUIREMENTS REVIEW**

**This Request for a Solicitation Requirements Review must be received by County of Los Angeles on or before June 5, 2012.**

Proposer Name:	Date of Request:
Project Title: <b>RFP for COMMUNITY CENTERED EMERGENCY ROOM PROJECT</b>	Project No. <b>RFP # SAPC 2012-01</b>

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

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

The Proposer understands that this request must be received by the County on or before **June 5, 2012**.

For each area contested, following are the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

---

*(Name)* *(Title)*

<b>For County use only</b>	
Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments:	
Date Response sent to Proposer: _____	

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**  
**REQUIRED RFP DOCUMENTATION CHECKLIST**

NAME OF PROPOSER: \_\_\_\_\_

**This form is provided as a guide to facilitate the preparation of the proposal. If there are inconsistencies between the RFP and this checklist-guide, the RFP should take precedence. Proposer shall assume responsibility for all documentation required by the RFP.**

**INCLUDED/  
DONE? (Ü)**

**DOCUMENTATION**

**GENERAL FORMAT REQUIREMENTS**

- Machine printed in black type of at least 10 pt Arial
- Double-spaced, with at least 1 inch for top, bottom, left, right margins
- Single sided on 8½" x 11" standard size white bond (or similar color and texture) paper
- Organized by paragraph sections, alphabetized and titled sections, with each section separated by dividers which have labeled, extended tabs
- Pages numbered sequentially from beginning to end of proposal
- One original, four (4) hard copies of proposal in separate, individual three-ring binders with a maximum binder size of 4 inches.
- One PDF copy of proposal in CD or flash disk/ memory stick
- All hard copies (including original) and CD/memory stick are clearly labeled with the RFP Title, "COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH SUBSTANCE ABUSE PREVENTION AND CONTROL REQUEST FOR PROPOSALS FOR COMMUNITY CENTERED EMERGENCY ROOM PROJECT"
- Where appropriate, hard copies including original, may be identified as "TRADE SECRETS", "CONFIDENTIAL" or "PROPRIETARY".
- Cover Letter**, maximum of two pages, that includes:
  - Full legal agency name and DBA, address, telephone and fax numbers
  - Service Planning Areas (SPAs) where proposer's headquarters will be located
  - Location, SPAs, and Supervisorial Districts (SDs) where the services proposed will be provided
  - Name, telephone number and fax number of the proposer's contact person for this RFP
  - Signature of the proposer's Executive Director, Chief Executive Officer, or other authorized designee in blue ink

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**  
**REQUIRED RFP DOCUMENTATION CHECKLIST**

NAME OF PROPOSER: \_\_\_\_\_

**This form is provided as a guide to facilitate the preparation of the proposal. If there are inconsistencies between the RFP and this checklist-guide, the RFP should take precedence. Proposer shall assume responsibility for all documentation required by the RFP.**

**INCLUDED/  
DONE? (Ü)**

**DOCUMENTATION**

- Addressed to Mr. Gary Izumi at SAPC

- Table of Contents** that includes a detailed and complete outline of material included in the proposal, identified by section, alphabetized paragraphs, and continuous page numbering from beginning to end.

**SECTION 1 PROPOSER ELIGIBILITY – MINIMUM REQUIREMENTS TO PARTICIPATE**

- Form: RFP Attachment 2, Minimum Mandatory Requirements to Participate
- Document(s): Proposer's 501(c)(3) exempt status letter, if applicable

**SECTION 2 PROPOSER'S CAPABILITIES AND PROJECT NARRATIVE  
(MAXIMUM: 16 DOUBLE-SPACED PAGES)**

- Narrative: Abstract/Executive Summary, Statement of Work, Program Design- Steps 1 through 5
- Forms: RFP Attachment 3, Work Plan; RFP Attachment 4, Proposed Budget
- Document(s): One Budget Narrative Per Fiscal Year

**SECTION 3 FORM OF BUSINESS ORGANIZATION AND FINANCIAL INFORMATION**

**a. Form of Business Organization**

- Narrative: Description of business organization of proposer
- Form: RFP Attachment 5, Proposer's Organizational Questionnaire/ Affidavit
- Document(s): Articles of Incorporation and amendments, if applicable
- Document(s): Detailed Statement on legal status (totally or substantially owned by another business organization)

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**  
**REQUIRED RFP DOCUMENTATION CHECKLIST**

NAME OF PROPOSER: \_\_\_\_\_

**This form is provided as a guide to facilitate the preparation of the proposal. If there are inconsistencies between the RFP and this checklist-guide, the RFP should take precedence. Proposer shall assume responsibility for all documentation required by the RFP.**

**INCLUDED/  
DONE? (Ü)**

**DOCUMENTATION**

Document(s): Board minutes on authority of representative

**b. Financial Status**

Document(s): Fiscal Year 2010-11 - Audited (if available) or Unaudited Statement of Assets and Liabilities and Net Worth

Document(s): FY2010-11 Balance Sheet or Statement of Financial Position

Document(s): FY 2010-11 Profit and Loss Statement or Income Statement

Document(s): FY 2008-11 Statement of Cash Flow

Document(s): Declaration of Current Good Standing with Federal, State, County, City and other contracts

**SECTION 4 PENDING LITIGATIONS AND JUDGMENTS**

Document(s): Signed and dated Declaration on Pending Litigations and Judgments for past five (5) years, including a description of size and scope of litigation

**SECTION 5 DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER TRANSACTIONS (45 C.F.R. PART 76)**

Form: RFP Attachment 6, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Transactions (45 C.F.R. Part 76)

**SECTION 6 CONTRACT REFERENCES**

Form: RFP Attachment 7A, Prospective Contractor List of References

Form: RFP Attachment 7B, Prospective Contractor List of Contracts

**COMMUNITY CENTERED EMERGENCY ROOM PROJECT**  
**REQUIRED RFP DOCUMENTATION CHECKLIST**

NAME OF PROPOSER: \_\_\_\_\_

**This form is provided as a guide to facilitate the preparation of the proposal. If there are inconsistencies between the RFP and this checklist-guide, the RFP should take precedence. Proposer shall assume responsibility for all documentation required by the RFP.**

**INCLUDED/  
DONE? (Ü)**

**DOCUMENTATION**

- Form: RFP Attachment 7C, Prospective Contractor List of Terminated Contracts

**SECTION 7 ACCEPTANCE OF TERMS AND CONDITIONS**

- Form: RFP Attachment 8, Acceptance of Terms and Conditions Affirmation

**SECTION 8 OTHER REQUIRED FORMS**

- Form: RFP Attachment 9A, Certification of No Conflict of Interest
- Form: RFP Attachment 9B, Attestation of Willingness to Consider GAIN/GROW Participants
- Form: RFP Attachment 9C, Familiarity with County Lobbyist Ordinance Certificate
- Form: RFP Attachment 9D, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information (**if appropriate/applicable**)
- Form: RFP Attachment 9E, County of LA Contractor Employee Jury Service Program Certification and Application for Exception
- Form: RFP Attachment 9F, Charitable Contributions Certification
- Form: RFP Attachment 9G, Transitional Job Opportunities Preference Application (if applicable)
- Form: RFP Attachment 9H, Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Form: RFP Attachment 9I, Proposer's EEO Certification

COMMUNITY CENTERED EMERGENCY ROOM PROJECT  
REQUIRED RFP DOCUMENTATION CHECKLIST

NAME OF PROPOSER: \_\_\_\_\_

This form is provided as a guide to facilitate the preparation of the proposal. If there are inconsistencies between the RFP and this checklist-guide, the RFP should take precedence. Proposer shall assume responsibility for all documentation required by the RFP.

INCLUDED/  
DONE? (Ü)

DOCUMENTATION

**SECTION 9    ADDITIONAL INFORMATION**

Document: Additional Information

**SECTION 10    IDENTIFICATION OF PERSON WRITING PROPOSAL**

Form: RFP Attachment 10, Identification of Person Writing Proposal

A proposal is incomplete unless all of the required documentation is included and all of the general format requirements are met. Proposers shall submit one ORIGINAL proposal, four (4) hard copies, and one PDF copy of the proposal on CD or on flash disk/ memory stick, all contained in boxes. Hard copies should be in three-ring binders and both hard copies and CD/ memory stick should be clearly labeled. The box that contains the ORIGINAL proposal must be properly identified. **ALL PROPOSALS MUST BE RECEIVED BY SAPC BY 3:00 PM, August 2, 2012, PACIFIC STANDARD TIME.**