

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CITY OF LOS ANGELES

FOR

PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE SERVICES

DEPARTMENT OF PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE SERVICES CONTRACT

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UNIQUE EXHIBITS	
Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)	

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Contract I	N o.

DEPARTMENT OF PUBLIC HEALTH SERVICES CONTRACT

THIS CONTRACT "Contract"	is made and entered into this
day of, 2015,	
by and between	COUNTY OF LOS ANGELES (hereafter "County")
and	CITY OF LOS ANGELES (hereafter "Contractor").

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

WHEREAS, California Health and Safety Code Section 101000 requires

County's Board to appoint a County Health Officer, who is also the Director of County's

Department of Public Health ("DPH" or "Department"), to provide services directed

toward the prevention or mitigation of communicable and infectious diseases within the

jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Interim Director of DPH, or her duly authorized designee; (hereafter jointly referred to as "Director"); and

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

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number 93.074 and 93.069 for Public Health Emergency Preparedness of which a

portion of these funds has been designated to upgrade local public health jurisdictional preparedness efforts in order to respond to acts of bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies; and

WHEREAS, County has limited staff with the expertise to perform and complete this work within the required time line of this Agreement; and

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

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

1. APPLICABLE DOCUMENTS:

Exhibits B, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work – (Intentionally Omitted)

Exhibit B - Scopes of Work

Exhibit C - Budgets

Exhibit D - Contractor's EEO Certification

Exhibit E - Contractor Acknowledgement and Confidentiality Agreement

Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit G – Charitable Contributions Certification

2. **DEFINITIONS**:

- A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Scope of Work, Exhibit B.
- B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

- A. Contractor shall provide services in the manner described in Exhibits B and B-1 (Scopes of Work) attached hereto and incorporated herein by reference.
- B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.
- C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon date of execution and shall continue in full force and effect through June 30, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify Emergency Preparedness and Response

Program Office 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 Emergency Preparedness and

Response Program at the address herein provided in Paragraph 20 NOTICES.

5. MAXIMUM OBLIGATION OF COUNTY:

- A. Effective upon date of execution through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fifty-Two Thousand, Two Hundred Sixty-Five Dollars (\$152,265), as set forth in Exhibit C, attached hereto and incorporated herein by reference.
- B. Effective July 1, 2016 through June 30, 2017, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fifty-Six Thousand, Four Hundred Sixty-Five Dollars (\$156,465), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.
- C. 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 person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason

whatsoever, shall not occur except with the County's express prior written approval.

D. 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 sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 20, NOTICES.

E. 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.

6. INVOICES AND PAYMENT:

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

- B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.
- C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.
- D. Billings shall be submitted directly to Emergency Preparedness and Response Program, 600 South Commonwealth Avenue, Suite 700; Los Angeles, California, 90005.
- E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date.

The report shall be submitted within thirty (30) calendar days after such termination date.

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

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

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

G. Withholding Payment:

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

or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

- (2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.
- (3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.
- (4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time,

 Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.
- (5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the

County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

- (6) Director may withhold any payment to Contractor if

 Contractor, in the judgment of the County is in material breach of this

 Contract or has failed to fulfill its obligations under this Contract until

 Contractor has cured said breaches and/or failures. Director will provide

 written notice of its intention to withhold payment specifying said breaches
 and/or failure to Contractor.
- H. <u>Fiscal Viability</u>: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this contract.

7. ALTERATION OF TERMS/AMENDMENTS:

- A. The body of this Contract and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.
- B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract

during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

8. CONFIDENTIALITY:

- A. 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.
- B. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- C. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.
- 9. <u>INDEMNIFICATION</u>: Each of the parties to this Contract is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to a Contract as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization

contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Contract, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Contract.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

- 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 this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract. The Contractor, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self- insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to County after execution of this Agreement at County's request.
 - A. Evidence of Coverage and Notice to County: A 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 the 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 ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves

the right to obtain complete, certified copies of any required Contractor and/or 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 Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), 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
Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

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.

- B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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 Provisions herein.
- C. 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.

- D. <u>Failure to Maintain Insurance</u>: 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.
- E. <u>Insurer Financial Ratings</u>: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. <u>Contractor's Insurance Shall Be Primary</u>: 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.
- G. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right 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.

- H. <u>Compensation for County Costs</u>: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- I. <u>Sub-Contractor Insurance Coverage Requirements</u>: 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.
- J. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: 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 to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such

bond shall be executed by a corporate surety licensed to transact business in the State of California.

- K. <u>Claims Made Coverage</u>: 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.
- L. <u>Application of Excess Liability Coverage</u>: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- M. <u>Separation of Insureds</u>: 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.
- N. <u>Alternative Risk Financing Programs</u>: 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.
- O. <u>County Review and Approval of Insurance Requirements</u>: The County reserves the right to review and adjust the Required Insurance

provisions, conditioned upon County's determination of changes in risk exposures.

11. INSURANCE COVERAGE REQUIREMENTS:

A. <u>Commercial General Liability</u> insurance (providing scope of coverage equivalent to Insurance Services Office ["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

- B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) 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.
- C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) 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 shall be arranged to satisfy the
requirements of any federal workers or workmen's compensation law or any
federal occupational disease law.

D. <u>Property Coverage</u>: Contractors given exclusive use of County owned or leased property shall carry coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

12. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

- A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.
- B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items

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

- C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed

under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 2015 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

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

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

14. RECORD RETENTION AND AUDITS:

- A. <u>Service Records:</u> Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.
- B. <u>Financial Records</u>: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet

at http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdmin
<a href="http://publichealth.lacounty.gov/cg/docs/AuditorcontrollerControllerControllercontrollercontrollercontrollercontrollercontrollercontrollercontrollercontrollercontro

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

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
 - (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget.

 Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"], upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

- C. <u>Preservation of Records</u>: If following termination of this Contract
 Contractor's facility is closed or if ownership of Contractor changes, within fortyeight (48) hours thereafter, the Director is to be notified thereof by Contractor in
 writing and arrangements are to be made by Contractor for preservation of the
 client/patient and financial records referred to hereinabove.
- D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).
- E. <u>Independent Audit</u>: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the

Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any

subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

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

Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of

County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to

adduce proof of performance and/or receipt of the actual net cost for any service.

- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.
- (4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

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

15. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

- A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by 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.
- B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.
- 16A. <u>CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE</u>: 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 G, 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)

16B. <u>CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A</u> FEDERALLY FUNDED PROGRAM:

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

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

16C. CERTIFICATION REGARDING DEBARMENT. SUSPENSION. INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

16D. WHISTLEBLOWER PROTECTIONS:

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

- B. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statue, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.
- C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing-of-the-employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee."

16E. 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.

16F. LIQUIDATED DAMAGES:

- A. If, in the judgment of the Director, or her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or her designee, at her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or her designee, in a written notice describing the reasons for said action.
- B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree

that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

16G. <u>DATA DESTRUCTION</u>:

A. Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or

expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-
Rev.%201)

- B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.
- C. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.
- 16H. <u>COST OF LIVING ADJUSTMENTS (COLA's)</u>: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion

of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

- 17. <u>CONSTRUCTION</u>: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.
- 18. <u>CONFLICT OF TERMS</u>: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s),

Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

- 19. <u>CONTRACTOR'S OFFICES</u>: Contractor's office is located at 200 North Spring Street, #1533, Los Angeles, California 90012. Contractor's business telephone number is (213) 978-0540, facsimile (FAX) number is (213) 978-0517, and electronic Mail (e-mail) address is bruce.aoki@lacity.org. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.
- 20. <u>NOTICES</u>: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.
 - A. Notices to County shall be addressed as follows:
 - (1) Department of Public Health
 Emergency Preparedness and Response Program
 Division
 600 Commonwealth Ave.
 Los Angeles, CA 90005

Attention: Program Director

(2) Department of Public Health Contracts and Grants Division 1000 S. Fremont Avenue Building A-9 East, 3rd Floor Alhambra, California 91803

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

> (1) City of Los Angeles 200 N. Spring St. #1533

Los Angeles, CA 90012

(213) 978-0540

bruce.aoki@lacity.org

Attention: Bruce Aoki

21. ADMINISTRATION OF CONTRACT:

Α. County's Interim Director of Public Health or her authorized

designee(s) (hereafter collectively "Director") shall have the authority to

administer this Contract on behalf of County. Contractor agrees to extend to

Director the right to review and monitor Contractor's programs, policies,

procedures, and financial and/or other records, and to inspect its facilities for

contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to

approve or disapprove all of 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.

Contractor's Staff Identification: All of Contractor's employees C.

assigned to County facilities are required to have a County Identification (ID)

badge on their person and visible at all times. Contractor bears all expense

related to the badges.

D. <u>Background and Security Investigations</u>: 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 must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the criminal history review.

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

22. ASSIGNMENT AND DELEGATION:

- A. 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 County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- B. 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 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.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any

person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, 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.

- 23. <u>AUTHORIZATION WARRANTY</u>: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 24. <u>BUDGET REDUCTIONS</u>: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to 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, Contractor shall continue to provide all of the services set forth in this Contract.

25. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

- 26. <u>COMPLAINTS</u>: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.
 - A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
 - B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.
 - C. The client and/or his/her authorized representative shall receive a copy of the procedure.
 - D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.
 - E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

- F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.
- H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- I. Copies of all written responses shall be sent to the County's Project

 Manager within three (3) business days of mailing to the complainant.

27. COMPLIANCE WITH APPLICABLE LAW:

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. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

28. <u>COMPLIANCE WITH CIVIL RIGHTS LAW</u>: 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.

29. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. <u>Jury Service Program</u>: 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 available on the internet at http://publichealth.lacounty.gov/cg/index.htm

B. 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 Contract.

(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, at 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.

30. CONFLICT OF INTEREST:

- A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, 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.
- B. 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.

31. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

- A. 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. Contractors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

- B. <u>Chapter 2.202 of the County Code</u>: 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 (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- D. <u>Contractor Hearing Board</u>: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative 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.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.
- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the

- following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
- I. 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.

- J. <u>Subcontractors of Contractor</u>: These terms shall also apply to Subcontractors of County Contractors.
- 33. 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
- 34. <u>CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD</u>
 SUPPORT COMPLIANCE PROGRAM:
 - A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
 - B. As required by the County's Child Support Compliance Program

 (County Code Chapter 2.200) and without limiting the Contractor's duty under this

 Contract to comply with all applicable provisions of law, the Contractor warrants

 that it is now in compliance and 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).

assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the 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 this Contract or impose other penalties as specified in this Contract.

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.

36. <u>SERVICE DELIVERY SITE - MAINTENANCE STANDARDS</u>: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances,

and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

37. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations.

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

38. <u>DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:</u>

- A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

39. EMPLOYMENT ELIGIBILITY VERIFICATION:

- A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor 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.
- 40. <u>FACSIMILE REPRESENTATIONS</u>: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five working days.
- 41. <u>FAIR LABOR STANDARDS</u>: 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.

- DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.
- 43. 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.

44. INDEPENDENT CONTRACTOR STATUS:

A. 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.

- B. 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.
- C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor 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.
- D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.
- 45. <u>LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND</u>

 <u>CERTIFICATES</u>: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of

services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

46. NONDISCRIMINATION IN SERVICES:

Α. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons

must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

47. NONDISCRIMINATION IN EMPLOYMENT:

- Α. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.
- B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion,

national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

- C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.
- D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.
- E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.
- F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract.

 While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a

determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

- G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.
- 48. <u>NON-EXCLUSIVITY</u>: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.
- 49. <u>NOTICE OF DELAYS</u>: 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.
- 50. 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 Director shall resolve it.

- 51. 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.
- 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 for printing purposes.
- 53. 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.
- 54. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE

 UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

55. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the 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.

56. PURCHASES:

- A. <u>Purchase Practices</u>: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.
- B. <u>Proprietary Interest of County</u>: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for

use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filling, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

- C. <u>Inventory Records, Controls, and Reports</u>: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.
- D. <u>Protection of Property in Contractor's Custody</u>: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire,

burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

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

57. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.
- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or

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

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

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

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

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

- 58. <u>REPORTS</u>: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.
- 59. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.
- 60. <u>SOLICITATION OF BIDS OR PROPOSALS</u>: Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no

greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

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

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

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall

develop and institute a plan for an annual evaluation of such training/staff development program.

62. <u>SUBCONTRACTING</u>:

- A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:
 - (1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
 - (2) A detailed description of the services to be provided by the subcontract.
 - (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
 - (4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
 - (5) Any other information and/or certification(s) requested by Director.

- B. Director shall review Contractor's request to subcontract and shall determine, in her sole discretion, whether or not to consent to such a request on a case-by-case basis.
- C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.
- D. In the event that Director consents to any subcontracting,

 Contractor shall be solely liable and responsible for any and all payments or
 other compensation to all subcontractors, and their officers, employees, and
 agents.
- E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.
- F. The County's consent to subcontract 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.

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

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

- H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.
- I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

- J. 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.
- COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 34, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, 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, Paragraph 65, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.
- onder this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest.

 Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

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

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

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

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with Paragraph 14, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

- 65. <u>TERMINATION FOR DEFAULT</u>: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:
 - A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or
 - B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove,
County may procure, upon such terms and in such manner as County may deem
appropriate, services similar to those so terminated, and Contractor shall be liable to
County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 64, TERMINATION FOR CONVENIENCE.

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

66. TERMINATION FOR GRATUITIES AND/OR IMPROPER

CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

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

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

67. <u>TERMINATION FOR INSOLVENCY</u>: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
 - C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

68. 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.

- 69. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.
- 70. <u>TIME OFF FOR VOTING</u>: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.
- 71. <u>UNLAWFUL SOLICITATION</u>: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

 Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

- 72. <u>VALIDITY</u>: 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.
- 73. 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 sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. WARRANTY AGAINST CONTINGENT FEES:

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

75. 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.

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 75, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, 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 ten (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.

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

By _______Cynthia A. Harding, M.P.H. Interim Director Contractor By _______Signature Printed Name Title ______(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY WICKHAM
Interim County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

#03317

Зу	
Patricia Gibson, Chief	
Contracts and Grants Division	

CONTRACTOR NAME: City of Los Angeles

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Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
Goal 1: Community Preparedness			
1 – 1. Coordinate community engagement in preparedness efforts	1 – 1. Facilitate the City of LA participation in community meetings, workshops and health fairs related to emergency and disaster public health preparedness.	At least 2 events by June 30, 2016	1 – 1. Submit monthly statement of activities performed. Include evidence of activities and events as applicable (e.g., flyers, agendas, IAPs, or other related documentation)
Goal 2: Emergency Operations Coordinate	ation	<u> </u>	
2 - 1. In coordination with LACDPH EPRP, conduct preliminary assessment to determine need for public activation	2 - 1. Work with LA City and LACDPH EPRP (e.g., other agency representatives; elected or appointed leadership officials; epidemiology, laboratory, surveillance, medical, and chemical, biological, and radiological subject matter experts; and emergency operations leadership) to analyze data, assess emergency conditions and communicate to LAC EMD on public health response activities based on the complexity of the event or incident.	Ongoing through June 30, 2016	2 – 1. Submit monthly statement of activities performed. Include evidence of activities and events as applicable (e.g., flyers, agendas, IAPs, or other related other documentation)
2 - 2. Assist with delineating public health participation in city incident command and emergency management structure for a health event or incident	2 - 2. During an emergency or disaster facilitate communication and planning with LA City and DPH officials so that appropriate level of public health participation can be achieved.	Ongoing through June 30, 2016	2 – 2. Submit monthly statement of activities performed When incidents require Public Health participation, include copies of the elements of IAP's or EAP's annotating DPH participation if they are produced for the incident or

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Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
			event.
2 - 3. Coordinate with LACDPH EPRP to activate public health emergency operations for City of LA	2 - 3a. Coordinate with LACDPH EPRP to identify and develop incident command and emergency management functions within the emergency management structure of the City of Los Angeles for which public health has primary responsibility or acts as an assisting agency.		2 - 3a. Copy of City Emergency Incident Command Organization charts detailing public health roles
	2 - 3b. Work with LACDPH to develop checklists and/or operating guides for public health personnel operating within the City of Los Angeles emergency		2 - 3b. Copy of checklist and/or operating guides
	structure 2 - 3c. Coordinate with LACDPH EPRP to identify DPH staff that can participate and fulfill required incident command and emergency management roles within the	Ongoing through June 30, 2016	2 - 3c. Listing of DPH roles and personnel trained to operate within the City of Los Angeles structure.
	City of Los Angeles emergency structure. 2 - 3d. Create within the City of Los Angeles Mass Notification System a process for notifying personnel assigned to serve with the City of Los Angeles emergency management structure;		2 - 3d. Copy of written notification processes and documentation of notification drills conducted – two completed by June 30, 2016 2 - 3a. – 2 - 3c. Submit monthly statement of activities performed
	conduct two notification drills during each fiscal year		
2 - 4. Coordinate with City of LA to include LACDPH EPRP in developing incident	2 - 4a. Coordinate with LAC EMD to include LACDPH EPRP in incident action	Ongoing through June 30, 2016	2 - 4a 2 – 4d. Submit monthly statement of activities performed
response strategies for public health related	or event action planning for public health	2010	including meeting minutes,

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Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
events	related events. 2 - 4b. In coordination with EPRP, participate in jurisdictional, operational area, regional, and statewide drills and exercises as related to public health emergencies. 2 - 4c. Work with EPRP and LAC EMD to include the roles and responsibilities of public health in City emergency management related training programs as appropriate. 2- 4d. Coordinate participation by a subject matter expert from LACDPH when LA City emergency management structure engages in public health planning efforts.		summary notes, multi-year training plans, agendas, exercise materials, etc. 2 - 4a. When incidents require Public Health participation include copies of the elements of IAP's or EAP's annotating DPH participation if they are produced for the incident or event.
Goal 3: Information Sharing			
3 - 1. Identify City of LA stakeholders to be included in information flow with LACDPH EPRP	 3 - 1a. Develop a codified method detailing how key LA City Staff will be notified when DPH issues a notification. 3 - 1b. Identify issues and challenges in public health coordination functions within the City of Los Angeles and develop recommended exercises, orientation and awareness training programs to address such issues in coordination with LACDPH EPRP. 	Ongoing through June 30, 2016	3 - 1a. – 3 - 1c. Submit monthly statement of activities performed including written engagement processes, directory of key LA City staff, written recommendations, meeting minutes, summary notes, etc.

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TERM: July 1, 2015 through June 30, 2016

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	3 – 1c. In coordination with LACDPH identify issues and challenges in the coordination of public health functions within the City of Los Angeles and develop exercises, and orientation and awareness training programs to address such issues.		
Goal 4: Responder Safety and Health			
4 - 1. Develop plans and processes to ensure that City employees who are participating in a Public Health event receive the appropriate medical countermeasures needed to respond to a public health event.	 4 - 1a. Within the Chemical, Biological, Radiological and Nuclear Annex to the City of Los Angeles Emergency Operations Plan, assure that the protocols and processes to provide medical countermeasures to the City of Los Angeles staff and public during a mass medical countermeasures emergency are current and reflect best practices. 4 - 1b. Determine the level of cache medical countermeasures necessary to support city operations and work with DPH personnel to ensure a sufficient quantity is available. Maintain a listing of available MCM caches held within the City of Los Angeles. 	Ongoing through June 30, 2016	 4 - 1a. Copy of written protocols and processes for emergency medical countermeasures of City staff. 4 - 1b. Spreadsheet or database detailing the amount of medical countermeasures necessary for LA City personnel to use during an incident.
Goal 5: Medical Countermeasure Dispensing (MCM)			
5 – 1. Coordinate the City's participation in planning for the provision of medical countermeasures to the affected population in an emergency in accordance with public health guidelines and/or recommendations	5 - 1a. Within the Chemical, Biological, Radiological and Nuclear Annex to the City of Los Angeles Emergency Operations Plan, assure that the medical countermeasure (MCM) dispensing	Ongoing through June 30, 2016	5 - 1a. Copy of documentation in which this strategy is incorporated [City's EOP (CBRN Annex), and M-POD process documentation or other related documents.]

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Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	strategies for Medical Point of Dispensing (M-PODs) are consistent with LACDPH EPRP strategies.		
	5 - 1b. Coordinate with LACDPH EPRP to determine if additional M-PODs sites are needed. If additional sites are needed, LAC EMD will follow its establish M-POD process for developing site plans and the Event Action Plan for each additional site in accordance with the M-POD plans, procedures, and protocols developed by LACDPH EPRP.	Ongoing through June 30, 2016	5 - 1b. Updated LA City POD sites and site plans
	5 - 1c. In collaboration with EPRP, identify POD positions to be staffed by City personnel.	October 30, 2015	5 - 1c. POD organization chart with LA City personnel positions identified
	5 - 1d. Assist LACDPH EPRP in preparing reports on the City of Los Angeles MCM capabilities, and will participate in the annual CDC Site Visit/Review of MCM capability.	Annual CDC Site Visit	5 - 1d. Submit monthly statement of activities performed, agendas and sign-in sheets
	5 – 1e. Identify additional medical point of dispensing (POD) sites, draft site plans to support medical countermeasures (oral and vaccination), EAP to support medical countermeasures (oral and vaccination) following the new medical POD models and provide electronic plans to EPRP. 5 – 1f. Per identified medical	Ongoing through June 30, 2016 Ongoing through June 30,	5 – 1e. Submit monthly statement of activities performed including POD site plans and EAP

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Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	countermeasure dispensing strategy, develop procedures aligned with LAC DPH for receiving, storage, handling, and dispensing of medical countermeasure inventory based on the agreed upon responsibilities of City of LA.	2016	5 – 1f. Submit monthly statement of activities performed including copy of written procedures for receiving, storing, handling and dispensing medical countermeasure inventory
	5 – 1g. Develop procedures for activating dispensing strategies and city personnel needed to respond to MCM response.	Ongoing through June 30, 2016	5 – 1g. Submit monthly statement of activities performed including copy of written activation dispensing procedures
	5 – 1h. Develop process for ensuring that the population served is informed of dispensing operations prior to and during MCM response.	Ongoing through June 30, 2016	5 – 1h. Submit monthly statement of activities performed including copy of written communication process
	5 – 1i. Prepare City of LA personnel to fill required response roles for each identified medical countermeasure dispensing strategy planned in collaboration with DPH.	Ongoing through June 30, 2016	5 – 1i. Submit monthly statement of activities performed including copy of training and exercise plan; documentation of completed trainings, i.e. certificate, sign-in
	5 – 1j. Develop and implement agreements between City of LA and DPH on the defined role and responsibilities of each agency in MCM response.	Ongoing through June 30, 2016	sheets, agenda, training materials, etc. 5 – 1j. Submit monthly statement of activities performed including copy
	F. O. Assistit AODRILERDD is all		of signed agreement
5 – 2. Coordinate the activation of medical countermeasure dispensing strategies	5 - 2. Assist LACDPH EPRP in planning and implementation of tabletop, functional and full scale M-POD exercise to test the County and City's respective medical	November 30, 2015	5 - 2. Submit monthly statement of activities performed including copy of exercise plan and after action reports

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Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	countermeasure capabilities.		
Goal 6: Medical Materiel Management &	Distribution		
6 – 1. Coordinate with LACDPH EPRP to activate medical materiel management and distribution	*Understanding that Los Angeles County is responsible for delivering MCM to M-PODs, the PHC will coordinate with LACDPH EPRP in developing a MCM distribution system within the City of Los Angeles to include: 6 1a. Working with DPH logistics planners to align the processes noted in the LACDPH EPRP MCM Distribution Plan with the City's Resources Distribution Plan and ensure capability to track assets is addressed. 6 - 1b. In coordination with LACDPH EPRP, develop a City MCM distribution Concept of Operations. 6 - 1c. Identify potential LA City receiving sites for responses of varying sizes and durations. 6 - 1d. Develop the processes and coordination procedures for transportation of assets. 6 - 1e. Develop or procure a City of LA transportation asset list. The list will reflect assets which can assist in the MCM	Ongoing through June 30, 2016	 6 - 1a 6 - 1e. Submit monthly statement of activities performed including copy of the City's Resources Distribution Plan, meeting minutes, summary notes, agenda, sign-in sheets, copy of written concept of operations, list of receiving sites, copy of written processes and procedures for transportation assets, copy of written asset list, etc. 6 - 1b. Submit a project plan by March 15, 2016. 6 - 1e. Working with City resources demonstrate a list has been developed by July 30, 2016 6 - 1f 1j. Submit monthly statement of activities performed including copy of written processes, procedures and methodologies; update these processes, procedures and methodologies as needed and submit to DPH for review.

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Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	distribution effort in the City of LA. 6 - 1f. In coordination with LACDPH EPRP, establish the process for requesting medical materials when needed to support LA City operations. 6 - 1g. In coordination with LACDPH EPRP, establish and identify a process for staffing City of LA receiving sites. This will include all personnel necessary to manage the operation as well as security elements. 6 - 1h. In coordination with LACDPH EPRP, establish the operational site material availability and stock reporting procedures for MCM operations. 6 - 1i. In coordination with LACDPH EPRP, develop processes for the activation of the MCM material receiving sites. 6 - 1j. Develop, in conjunction with the City logistics planner, a methodology for selecting the transportation methods to be utilized in the event medical materials require intra-City distribution.		
6 – 2. Coordinate with LACDPH EPRP in the acquisition of medical materiel	6 - 2. In coordination with LACDPH EPRP, develop processes to request and receive medical materials in alignment with the	Ongoing through June 30, 2016	6 – 2. Submit monthly statement of activities performed including copy of the City's MCM Resources

CONTRACTOR NAME: City of Los Angeles

CONTRACT NUMBER:

EXHIBIT: B

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	State Emergency Management System (SEMS).		Distribution Plan. The elements in this objective will be detailed in the document noted in activity 6 - 1b.
6 – 3. In coordination with LACDPH EPRP, ensure an updated inventory management and reporting system when medical materiel management and distribution is activated.	 6 - 3a. Develop or align existing resource tracking systems to track and maintain data on received and distributed medical materials. 6 - 3b. Develop or align the processes for conducting initial inventory as agreed upon with LACDPH EPRP. 6 - 3c. Develop processes for recovery of medical material and for the return of said material to LACDPH EPRP. 	Ongoing through June 30, 2016	 6 - 3a. – 6 - 3c. Submit monthly statement of activities performed including copy of the City's MCM Resources Distribution Plan inventory process; documentation of completed inventory; written processes for medical material recovery and return. 6 - 3a. Evaluate the ability of the City to make use of the CDC IMATS system to track medical materials. A report is due by March 1, 2016. 6 - 3c. The elements in this objective will be detailed in the document noted in activity 1b.
6 – 4. In coordination with LACDPH EPRP, establish security for the management and distribution of medical materiel	Working with City of LA Law Enforcement, develop a Security CONOPS for the management and distribution of medical materiel including: 6 - 4a. Coordinate a security review of candidate receiving sites in collaboration with LACDPH EPRP and LA City Law Enforcement.	Ongoing through June 30, 2016	6 - 4a. – 6 - 4d. Submit monthly statement of activities performed including meeting minutes, summary notes, agendas, sign-in sheets, copy of LA City Distribution Security Concept of Operations, documentation of completed security reviews, copy of written processes for determining security levels, activation of receiving sites

CONTRACTOR NAME: City of Los Angeles

CONTRACT NUMBER:

EXHIBIT: B

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	6 - 4b. Working with LA Law Enforcement, establish a process for determining security levels.		security and law enforcement notification regarding security of assets in transit.
	6 - 4c. Working with LA Law Enforcement, establish develop a process for the activation of security elements at receiving sites.		6 - 4a – 6 - 4d. Submit a security CONOPS by March 15, 2016.
	6 - 4d. Working with LA Law Enforcement, establish ensure law enforcement is aware of and has a process for determining the need for security of assets in transit.		
6 - 5. Coordinate with LACDPH EPRP to distribute medical materials to City of LA	6 - 5a. Ensure LA City is advised, aware of and an active participant in the overall distribution strategy, including delivery locations, routes and delivery schedule/frequency based on incident needs.	Ongoing through June 30, 2016	6 - 5a. – 6 - 5b. Submit monthly statement of activities performed including clear documentation of the inclusion of the City in the distribution of medical materials, i.e. meeting minutes, written protocol, signed acknowledgement; copy of
	6 - 5b. Ensure storage and acquisition procedures align with manufacturer specifications when it's applicable (cold storage or specific shipping, storage and transport requirements).		written procedure regarding storage and acquisition of medical materials The elements in this objective will be detailed in the document noted in activity 6 - 1b.
6 – 6. Coordinate with LACDPH EPRP to recover medical material from City of LA	 6 - 6a. Assist in the development of processes for the recovery of material and equipment according to jurisdictional policies and federal regulations. 6 - 6b. Coordinate and align the processes 	Ongoing through June 30, 2016	6 - 6a. – 6 - 6b. Submit monthly statement of activities performed including a demobilization chapter outlining processes developed in the City's MCM Resources 6 – 6a. – 6 – 6b. Distribution Plan;

CONTRACTOR NAME: City of Los Angeles

CONTRACT NUMBER:

EXHIBIT: B

TERM: July 1, 2015 through June 30, 2016

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	for the disposal of biomedical waste materials generated by medical materiel management operations.		copy of written processes for the disposal of biomedical waste materials
			6 - 6a – 6 - 6b. The elements in this objective will be detailed in the document noted in activity 6 - 1b.
Goal 7: Volunteer Management			
7 – 1. Coordinate four (4) recruitment opportunities with community-based volunteer groups or faith-based organizations	7 - 1. Assist LACDPH EPRP with the identification of potential resources of public health emergency volunteers, community-based volunteer groups, and faith-based organizations and advocate for registering as a Public Health Emergency (PHEV) Network partner to assist during public health emergencies.	Ongoing through June 30, 2016 At least 2 recruitment presentations by June 30, 2016.	7 – 1. Submit monthly statement of activities performed including contact lists: name of organization, contact person, address, phone number, email address, date contacted, method of contact and response; copy of presentation agenda, materials, meeting notes, etc.
7 – 2. Connect medical, health, mental health and other licensed professionals to the Medical Reserve Corps (MRC) Los Angeles	7 - 2. Assist the public health MRC coordinator in promoting the registration of individuals with the Medical Reserve Corps (MRC) Los Angeles within the City of LA.	Ongoing through June 30, 2016	7 - 2. Submit monthly statement of activities performed including documentation of event attendance, i.e. flyer, pictures, etc.

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CONTRACTOR NAME: City of Los Angeles

CONTRACT NUMBER:

EXHIBIT: B-1

TERM: July 1, 2016 through June 30, 2017

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
Goal 1: Community Preparedness			
1 – 1. Coordinate community engagement in preparedness efforts	1 – 1. Facilitate the City of LA participation in community meetings, workshops and health fairs related to emergency and disaster public health preparedness.	At least 2 events by June 30, 2017	1 – 1. Submit monthly statement of activities performed. Include evidence of activities and events as applicable (e.g., flyers, agendas, IAPs, or other related documentation)
Goal 2: Emergency Operations Coordinate			
2 - 1. In coordination with LACDPH EPRP, conduct preliminary assessment to determine need for public activation	2 - 1. Work with LA City and LACDPH EPRP (e.g., other agency representatives; elected or appointed leadership officials; epidemiology, laboratory, surveillance, medical, and chemical, biological, and radiological subject matter experts; and emergency operations leadership) to analyze data, assess emergency conditions and communicate to LAC EMD on public health response activities based on the complexity of the event or incident.	Ongoing through June 30, 2017	2 – 1. Submit monthly statement of activities performed. Include evidence of activities and events as applicable (e.g., flyers, agendas, IAPs, or other related other documentation)
2 - 2. Assist with delineating public health participation in city incident command and emergency management structure for a health event or incident	2 - 2. During an emergency or disaster facilitate communication and planning with LA City and DPH officials so that appropriate level of public health participation can be achieved.	Ongoing through June 30, 2017	2 – 2. Submit monthly statement of activities performed When incidents require Public Health participation, include copies of the elements of IAP's or EAP's annotating DPH participation if they are produced for the incident or

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Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	2 - 3a. Coordinate with LACDPH EPRP to identify and develop incident command	(remain) completes 237	event. 2 - 3a. Copy of City Emergency Incident Command Organization
2 - 3. Coordinate with LACDPH EPRP to activate public health emergency operations for City of LA	and emergency management functions within the emergency management structure of the City of Los Angeles for which public health has primary responsibility or acts as an assisting agency.		charts detailing public health roles with documentation of annual review.
	2 - 3b. Work with LACDPH to develop checklists and/or operating guides for public health personnel operating within the City of Los Angeles emergency structure	Ongoing through June 30, 2017	2 - 3b. Copy of checklist and/or operating guides
	2 - 3c. Coordinate with LACDPH EPRP to identify DPH staff that can participate and fulfill required incident command and emergency management roles within the City of Los Angeles emergency structure.		2 - 3c. Listing of DPH roles and personnel trained to operate within the City of Los Angeles structure with documentation of annual review.
	2 - 3d. Create within the City of Los Angeles Mass Notification System a process for notifying personnel assigned to serve with the City of Los Angeles emergency management structure;		2 - 3d. Copy of written notification processes and documentation of notification drills conducted –two completed June 30, 2017
	conduct two notification drills during each fiscal year 2 - 4a. Coordinate with LAC EMD to	Ongoing through June 30,	2 - 3a. – 2 - 3c. Submit monthly statement of activities performed 2 - 4a 2 – 4d. Submit monthly

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EXHIBIT: B-1

TERM: July 1, 2016 through June 30, 2017

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
LACDPH EPRP in developing incident response strategies for public health related events	include LACDPH EPRP in incident action or event action planning for public health related events. 2 - 4b. In coordination with EPRP, participate in jurisdictional, operational area, regional, and statewide drills and exercises as related to public health emergencies. 2 - 4c. Work with EPRP and LAC EMD to include the roles and responsibilities of public health in City emergency management related training programs as appropriate. 2 - 4d. Coordinate participation by a subject matter expert from LACDPH when LA City emergency management structure engages in public health planning efforts.	2017	statement of activities performed including meeting minutes, summary notes, multi-year training plans, agendas, exercise materials, etc. 2 - 4a. When incidents require Public Health participation include copies of the elements of IAP's or EAP's annotating DPH participation if they are produced for the incident or event.
Goal 3: Information Sharing			
3 - 1. Identify City of LA stakeholders to be included in information flow with LACDPH EPRP	 3 -1a. Develop a codified method detailing how key LA City Staff will be notified when DPH issues a notification. 3 - 1b. Identify issues and challenges in public health coordination functions within the City of Los Angeles and develop recommended exercises, orientation and awareness training programs to address such issues in coordination with LACDPH 	Ongoing through June 30, 2017	3 - 1a. – 3 - 1c. Submit monthly statement of activities performed including written engagement processes, directory of key LA City staff, written recommendations, meeting minutes, summary notes, etc.

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CONTRACTOR NAME: City of Los Angeles

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EXHIBIT: B-1

TERM: July 1, 2016 through June 30, 2017

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
Cool 4. Door and an Cofety and Hoolth	EPRP. 3 – 1c. In coordination with LACDPH identify issues and challenges in the coordination of public health functions within the City of Los Angeles and develop exercises, and orientation and awareness training programs to address such issues.		
Goal 4: Responder Safety and Health	T		
4 - 1. Develop plans and processes to ensure that City employees who are participating in a Public Health event receive the appropriate medical countermeasures needed to respond to a public health event.	 4 - 1a. Within the Chemical, Biological, Radiological and Nuclear Annex to the City of Los Angeles Emergency Operations Plan, assure that the protocols and processes to provide medical countermeasures to the City of Los Angeles staff and public during a mass medical countermeasures emergency are current and reflect best practices. 4 - 1b. Determine the level of cache medical countermeasures necessary to support city operations and work with DPH personnel to ensure a sufficient quantity is available. Maintain a listing of available MCM caches held within the City of Los Angeles. 	Ongoing through June 30, 2017	 4 - 1a. Copy of written protocols and processes for emergency medical countermeasures of City staff. 4 - 1b. Spreadsheet or database detailing the amount of medical countermeasures necessary for LA City personnel to use during an incident.
Goal 5: Medical Countermeasure Disper	nsing (MCM)		
5 – 1. Coordinate the City's participation in planning for the provision of medical countermeasures to the affected population in an emergency in accordance with public	5 – 1a. Assist LACDPH EPRP in preparing reports on the City of Los Angeles MCM capabilities, and will participate in the annual CDC Site	Annual CDC Site Visit	5 – 1a. Submit monthly statement of activities performed, agendas and sign-in sheets

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CONTRACTOR NAME: City of Los Angeles

CONTRACT NUMBER:

EXHIBIT: B-1

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
health guidelines and/or recommendations	Visit/Review of MCM capability. 5 – 1b. Identify additional medical point of dispensing (POD) sites, draft site plans to support medical countermeasures (oral	Ongoing through June 30, 2017	5 – 1b. Submit monthly statement of activities performed including POD site plans and EAP
	and vaccination), EAP to support medical countermeasures (oral and vaccination) following the new medical POD models and provide electronic plans to EPRP		T OB Site plans and Ext
	5 – 1c. Per identified medical countermeasure dispensing strategy, develop procedures aligned with LAC DPH for receiving, storage, handling, and dispensing of medical countermeasure inventory based on the agreed upon responsibilities of City of LA.	Ongoing through June 30, 2017	5 – 1c. Submit monthly statement of activities performed including copy of written procedures for receiving, storing, handling and dispensing medical countermeasure inventory
	5 – 1d. Develop procedures for activating dispensing strategies and city personnel needed to respond to MCM response.	Ongoing through June 30, 2017	5 – 1d. Submit monthly statement of activities performed including copy of written activation dispensing procedures
	5 – 1e. Develop process for ensuring that the population served is informed of dispensing operations prior to and during MCM response.	Ongoing through June 30, 2017	5 – 1e. Submit monthly statement of activities performed including copy of written communication process
	5 – 1f. Prepare City of LA personnel to fill required response roles for each identified medical countermeasure dispensing strategy planned in collaboration with DPH.	Ongoing through June 30, 2017	5 – 1f. Submit monthly statement of activities performed including copy of training and exercise plan; documentation of completed

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TERM: July 1, 2016 through June 30, 2017

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	5 – 1g. Develop and implement agreements between City of LA and DPH on the defined role and responsibilities of each agency in MCM response.	Ongoing through June 30, 2017	trainings, i.e. certificate, sign-in sheets, agenda, training materials, etc. 5 – 1g. Submit monthly statement of activities performed including copy of signed agreement
5 – 2. Coordinate the activation of medical countermeasure dispensing strategies	5 - 2. Assist LACDPH EPRP in planning and implementation of tabletop, functional and full scale M-POD exercise to test the County and City's respective medical countermeasure capabilities.	Fall of 2016 (date to be determined)	5 - 2. Submit monthly statement of activities performed including copy of exercise plan and after action reports
Goal 6: Medical Materiel Management &	Distribution		
6 – 1. Coordinate with LACDPH EPRP to activate medical materiel management and distribution	*Understanding that Los Angeles County is responsible for delivering MCM to M-PODs, the PHC will coordinate with LACDPH EPRP in developing a MCM distribution system within the City of Los Angeles to include: 6 1a. Working with DPH logistics planners to align the processes noted in the LACDPH EPRP MCM Distribution Plan with the City's Resources Distribution Plan and ensure capability to track assets is addressed. 6 - 1b. In coordination with LACDPH EPRP, develop a City MCM distribution Concept of Operations.	Ongoing through June 30, 2017	6 - 1a 6 - 1e. Submit monthly statement of activities performed including copy of the City's Resources Distribution Plan, meeting minutes, summary notes, agenda, sign-in sheets, copy of written concept of operations, list of receiving sites, copy of written processes and procedures for transportation assets, copy of written asset list, etc. 6 - 1b Submit a final document by March 15, 2017. 6 - 1e. Working with City resources demonstrate a list has been

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EXHIBIT: B-1

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	 6 - 1c. Identify potential LA City receiving sites for responses of varying sizes and durations. 6 - 1d. Develop the processes and coordination procedures for transportation of assets. 6 - 1e. Develop or procure a City of LA transportation asset list. The list will reflect assets which can assist in the MCM distribution effort in the City of LA. 6 - 1f. In coordination with LACDPH EPRP, establish the process for requesting medical materials when needed to support LA City operations. 6 - 1g. In coordination with LACDPH EPRP, establish and identify a process for staffing City of LA receiving sites. This will include all personnel necessary to manage the operation as well as security elements. 6 - 1h. In coordination with LACDPH EPRP, establish the operational site material availability and stock reporting procedures for MCM operations. 6 - 1i. In coordination with LACDPH EPRP, develop processes for the 		developed by July 30, 2016 6 - 1f. – 1j. Submit monthly statement of activities performed including copy of written processes, procedures and methodologies; update these processes, procedures and methodologies as needed and submit to DPH for review.

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CONTRACT NUMBER:

EXHIBIT: B-1

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	activation of the MCM material receiving sites. 6 - 1j. Develop, in conjunction with the City logistics planner, a methodology for selecting the transportation methods to be utilized in the event medical materials require intra-City distribution.		
6 – 2. Coordinate with LACDPH EPRP in the acquisition of medical materiel	6 - 2. In coordination with LACDPH EPRP, develop processes to request and receive medical materials in alignment with the State Emergency Management System (SEMS).	Ongoing through June 30, 2017	6 – 2. Submit monthly statement of activities performed including copy of the City's MCM Resources Distribution Plan. The elements in this objective will be detailed in the document noted in activity 6 - 1b.
6 – 3. In coordination with LACDPH EPRP, ensure an updated inventory management and reporting system when medical materiel management and distribution is activated.	 6 - 3a. Develop or align existing resource tracking systems to track and maintain data on received and distributed medical materials. 6 - 3b. Develop or align the processes for conducting initial inventory as agreed upon with LACDPH EPRP. 6 - 3c. Develop processes for recovery of medical material and for the return of said material to LACDPH EPRP. 	Ongoing through June 30, 2017	6 - 3a. – 6 - 3c. Submit monthly statement of activities performed including copy of the City's MCM Resources Distribution Plan inventory process; documentation of completed inventory; written processes for medical material recovery and return. 6 - 3a. Evaluate the ability of the City to make use of the CDC IMATS system to track medical materials. 6 - 3c. The elements in this objective will be detailed in the document noted in activity 6 - 1b.
6 – 4. In coordination with LACDPH EPRP,	Working with City of LA Law Enforcement,	Ongoing through June 30,	6 - 4a 6 - 4d. Submit monthly

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CONTRACT NUMBER:

EXHIBIT: B-1

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
establish security for the management and distribution of medical materiel	develop a Security CONOPS for the management and distribution of medical materiel including: 6 - 4a. Coordinate a security review of candidate receiving sites in collaboration with LACDPH EPRP and LA City Law Enforcement. 6 - 4b. Working with LA Law Enforcement, establish a process for determining security levels. 6 - 4c. Working with LA Law Enforcement, establish develop a process for the activation of security elements at receiving sites. 6 - 4d. Working with LA Law Enforcement, establish ensure law enforcement is aware of and has a process for determining the need for security of assets in transit.	2017	statement of activities performed including meeting minutes, summary notes, agendas, sign-in sheets, copy of LA City Distribution Security Concept of Operations, documentation of completed security reviews, copy of written processes for determining security levels, activation of receiving sites security and law enforcement notification regarding security of assets in transit.
6 - 5. Coordinate with LACDPH EPRP to distribute medical materials to City of LA	 6 - 5a. Ensure LA City is advised, aware of and an active participant in the overall distribution strategy, including delivery locations, routes and delivery schedule/frequency based on incident needs. 6 - 5b. Ensure storage and acquisition procedures align with manufacturer specifications when it's applicable (cold 	Ongoing through June 30, 2017	6 - 5a 6 - 5b. Submit monthly statement of activities performed including clear documentation of the inclusion of the City in the distribution of medical materials, i.e. meeting minutes, written protocol, signed acknowledgement; copy of written procedure regarding storage and acquisition of medical materials

CONTRACTOR NAME: City of Los Angeles

CONTRACT NUMBER:

EXHIBIT: B-1

TERM: July 1, 2016 through June 30, 2017

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
	storage or specific shipping, storage and transport requirements).		The elements in this objective will be detailed in the document noted in activity 6 - 1b.
6 – 6. Coordinate with LACDPH EPRP to recover medical material from City of LA	 6a. Assist in the development of processes for the recovery of material and equipment according to jurisdictional policies and federal regulations. 6b. Coordinate and align the processes for the disposal of biomedical waste materials generated by medical materiel management operations. 	Ongoing through June 30, 2017	6 - 6a. – 6 - 6b. Submit monthly statement of activities performed including a demobilization chapter outlining processes developed in the City's MCM Resources Distribution Plan; copy of written processes for the disposal of biomedical waste materials 6 - 6a – 6 - 6b. The elements in this objective will be detailed in the document noted in activity 6 - 1b.
Goal 7: Volunteer Management			
7 – 1. Coordinate four (4) recruitment opportunities with community-based volunteer groups or faith-based organizations	7 - 1. Assist LACDPH EPRP with the identification of potential resources of public health emergency volunteers, community-based volunteer groups, and faith-based organizations and advocate for registering as a Public Health Emergency (PHEV) Network partner to assist during public health emergencies.	Ongoing through June 30, 2017 Two recruitment presentations by June 30, 2017	7 - 1. Submit monthly statement of activities performed including contact lists: name of organization, contact person, address, phone number, email address, date contacted, method of contact and response; copy of presentation agenda, materials, meeting notes, etc.

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CONTRACTOR NAME: City of Los Angeles

CONTRACT NUMBER:

EXHIBIT: B-1

TERM: July 1, 2016 through June 30, 2017

Objectives	Activities	Timeline (Activity Completed By)	Documentation/Evaluation
7 – 2. Connect medical, health, mental health and other licensed professionals to the Medical Reserve Corps (MRC) Los Angeles	7 - 2. Assist the public health MRC coordinator in promoting the registration of individuals with the Medical Reserve Corps (MRC) Los Angeles within the City of LA.	Ongoing through June 30, 2017	7 - 2. Submit monthly statement of activities performed including documentation of event attendance, i.e. flyer, pictures, etc.

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CONTRACT BUDGET SUMMARY

CONTRACTOR/VENDOR NAME: City of Los Angeles EXHIBIT C

CONTRACT NUMBER:

SCHEDULE: C

BUDGET PERIOD: Date of Execution - June 30, 2016

FUNDING SOURCE: CDC Cities Readiness Initiative (CRI)

BUDGET SUMMARY			
BUDGET CATEGORY	,	AMOUNT	
Salaries	\$	91,788	
Employee Benefits	\$	40,616	
Travel	\$) <u>-</u>	
Equipment	\$	<u>-</u>	
Supplies	\$		
Consultant/Contractual	\$	-	
Other	\$	<u> </u>	
Indirect Costs*	\$	19,861	
TOTAL COST	\$	152,265	

Indirect Cost is limited to 15% of total Salaries and Employee Benefits.

LINE ITEM BUDGET FORMS Rev. 9/07

^{*}To request funds for indirect costs, agency must have one of the following: Federal Negotiated Indirect Cost Rate Agreement (NICRA)
Auditor Certified Indirect Cost Rate

CONTRACT BUDGET SUMMARY

CONTRACTOR/VENDOR NAME: City of Los Angeles EXHIBIT C-1

CONTRACT NUMBER:

SCHEDULE: C-1

BUDGET PERIOD: July 1, 2016 - June 30, 2017

FUNDING SOURCE: CDC Cities Readiness Initiative (CRI)

BUDGET SUMMARY			
BUDGET CATEGORY	AMOUNT		
Salaries	\$	94,320	
Employee Benefits	\$	41,737	
Travel	\$	¥	
Equipment	\$	-	
Supplies	\$	•	
Consultant/Contractual	\$	¥	
Other	\$	i i	
Indirect Costs*	\$	20,408	
TOTAL COST	\$	156,465	

Indirect Cost is limited to 15% of total Salaries and Employee Benefits.

LINE ITEM BUDGET FORMS Rev. 9/07

^{*}To request funds for indirect costs, agency must have one of the following: Federal Negotiated Indirect Cost Rate Agreement (NICRA)
Auditor Certified Indirect Cost Rate

CONTRACTOR'S EEO CERTIFICATION

Contractor Name				
Add	ress			
Inter	nal 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 CERTIFICATI	ONS		
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				
Auth	norized Official's Signature	 Date		

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NA	ME	Contract No	_	
GENERAL INFORM	MATION:			
		th the County of Los Angeles to provide certain servic- this Contractor Acknowledgement and Confidential		
CONTRACTOR AC	KNOWLEDGEMENT:			
contractors (Contract responsibility. Contract	or's Staff) that will provide services in the actor understands and agrees that Contra d any and all other benefits payable by virtu	ees, consultants, Outsourced Vendors and independe ne above referenced agreement are Contractor's so actor's Staff must rely exclusively upon Contractor f ue of Contractor's Staff's performance of work under the	le or	
purpose whatsoever a the County of Los Al understands and agree	and that Contractor's Staff do not have and ngeles by virtue of my performance of wo	not employees of the County of Los Angeles for a dwill not acquire any rights or benefits of any kind frowork under the above-referenced contract. Contract any rights or benefits from the County of Los Angeles County of Los Angeles.	m	
CONFIDENTIALITY	<u> AGREEMENT</u> :			
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.				
information obtained County of Los Angele	while performing work pursuant to the ab	I not divulge to any unauthorized person any data bove-referenced contract between Contractor and the te to forward all requests for the release of any data	ne	
data and information palgorithms, programs, produced, created, or and Contractor's Staff employees who have information supplied by	pertaining to persons and/or entities receiving formats, documentation, Contractor propried provided to Contractor and Contractor's Staffagree to protect these confidential material a need to know the information. Contractor	ealth, criminal, and welfare recipient records and all ng services from the County, design concepts, etary information and all other original materials raff under the above-referenced contract. Contractor als against disclosure to other than Contractor or Countrain and Contractor's Staff agree that if proprietary during this employment, Contractor and Contractor's	t y	
	actor's Staff agree to report any and all viola her person of whom Contractor and Contrac	lations of this agreement by Contractor and Contracto ctor's Staff become aware.	's	
Contractor and Contra Staff to civil and/or cri	actor's Staff acknowledge that violation of th minal action and that the County of Los Ang	this agreement may subject Contractor and Contracto geles may seek all possible legal redress.	's	
SIGNATURE:		DATE://	-	
PRINTED NAME:				
POSITION:				

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONTRACTOR'S OBLIGATION AS OTHER THAN BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it not its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Com	pany Name
Addr	ess
Interr	nal Revenue Service Employer Identification Number
Califo	ornia Registry of Charitable Trusts "CT" number (if applicable)
Supe	Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's ervision of Trustees and Fundraisers for Charitable Purposes Act which regulates be receiving and raising charitable contributions.
Chec	k 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 Propose 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 recentiling with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.
Signa	ature Date
Nam	e and Title of Signer (please print)