



**DEPARTMENT OF PUBLIC HEALTH  
REQUEST FOR PROPOSALS (RFP)**

**FOR**

**ALISO CANYON DISASTER HEALTH RESEARCH  
STUDY SERVICES**

**RFP No. 2022-003**

**January 2022**

**Prepared By  
County of Los Angeles  
Department of Public Health**

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### APPENDICES:

- A-1 Statement of Work:** Explains in detail the required services to be performed by the contractor.
- A-2 Scope of Work:** Implementation plan and management plan addressing the requirements.
- B Budget Instructions:** Provides informational guidelines to assist in the preparation of the budget forms that must be completed and included in the proposal.
- B-1 Proposer's Budget:** Objectives in the Scope of Work to be used to submit Proposer's Budget
- C Sample Contract:** Identifies the terms and conditions in the contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business with Small Business:** County Policy
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- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
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- J Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- K Defaulted Property Tax Reduction Program:** County Code
- L Determination of Contractor Non-Responsibility and Contractor Debarment:** County Code
- M Intent to Apply Form**

## **1.0 INTRODUCTION**

### **1.1 Purpose**

The County of Los Angeles (County) Department of Public Health (Public Health), Environmental Health Division is issuing this Request for Proposals (RFP) to solicit proposals from qualified organizations (Proposers) experienced in exposure and health outcomes assessments and community-based research to implement the Aliso Canyon Disaster Health Research Study (Health Study). The Health Study will be a multi-year study of health, quality of life and well-being outcomes in communities affected by the Aliso Canyon gas storage facility well blowout (Disaster) that occurred over the course of four months from October 2015 to February 2016.

#### **1.1.1 Mission of the Aliso Canyon Disaster Health Research Study**

To scientifically evaluate and understand the health impacts from the largest natural gas storage facility blowout (Disaster) in U.S. history and exposure to natural gas and its constituents, including but not limited to methane, from the Southern California Gas Company (SoCal Gas) Aliso Canyon Natural Gas Storage Facility in Los Angeles County, California.

### **1.2 Aliso Canyon Disaster Health Research Study Goals**

The overarching goal of the Health Study is to contribute to the understanding of the potential short-term and long-term physical, mental, behavioral, social, and community health impacts of exposure to the Aliso Canyon Disaster. For the purposes of the Health Study, the Aliso Canyon Disaster includes the incident, subsequent remediation efforts, ongoing facility operations and associated activities, and disturbances to the community.

Specific goals of the Health Study are to:

- Evaluate relationships between exposures to airborne chemicals and other potential toxicants during and/or following the disaster and adverse health impacts to the community, which could include, but is not limited to, physical and mental health;

- Assess the impact of stressors related to the Aliso Canyon Disaster on the quality of life, well-being, and functioning of residents in the impacted communities during and following the Disaster, and;
- Evaluate outcomes among vulnerable populations, such as children and older adults, in the impacted communities.

This RFP establishes the guidelines, criteria, and procedures for submitting proposals for required services.

Quick Reference*	
Background	Section 1.3
Sample Contract: County Terms and Conditions	Section 2.2
Proposer’s Minimum Mandatory Qualifications	Section 3.0
RFP Timetable	Section 7.2
Proposer’s Virtual Conference	Section 7.6
Proposal Format	Section 7.9
Proposal Submission	Section 7.12

**\*Please note that the table above is provided to assist Proposers in navigating the RFP. Public Health strongly encourages Proposers to review the entire RFP and not only the sections listed in the table above.**

### 1.3 Background

#### 1.3.1 Aliso Canyon Oil Field and Underground Gas Storage Facility

The Aliso Canyon gas storage field is an oil field and an underground gas storage (UGS) facility situated in Santa Susana Mountains north of San Fernando Valley neighborhoods in Los Angeles County, California. The Aliso Canyon UGS facility is the largest UGS facility in California and prior to the blowout, had a storage capacity of 86 billion cubic feet (Bcf) of natural gas. The facility consists of 114 storage injection wells which were drilled over a period of time that spans 1939 to 2014. Well SS-25, the incident well, is a gas storage well located in the Standard Sesnon lease of the Aliso Canyon field. It was originally drilled as an oil well in 1954 and was then converted into a gas storage well in 1973, after the oil was considered depleted. Natural gas is injected into the Sesnon-Frew zone of the sandstone reservoir formation at approximately 8,500 feet below ground surface for storage and withdrawn for transmission and sale in response to market conditions.

### 1.3.2 Aliso Canyon Disaster, Root Cause, and Response

On October 23, 2015, the largest gas well blowout (Disaster) in the history of the United States was discovered at Well Standard Sesnon 25 (SS-25) by the Southern California Gas Company (SoCal Gas), a subsidiary of Sempra Energy and the owner and operator of the Aliso Canyon UGS facility. An estimated total of 109,000 metric tons of methane (California Air Resources Board, 2016) and natural gas constituents flowed uncontrolled from Well SS-25 for nearly four months. The leak was exacerbated by seven top well-control attempts over the course of the first two months of the disaster. A relief well was drilled and intercepted the leaking well, stopping the flow of escaping gas on February 12, 2016. The well was subsequently cemented and sealed.<sup>1</sup>

An independent root cause analysis identified two direct causes of the well blowout: an axial rupture of the 7-inch production casing due to contact with groundwater and external microbial corrosion; and unsuccessful top well-control attempts because of insufficient fluids density and pump rate. Numerous root causes were also identified including: lack of detailed follow-up investigations, failure analyses, or root cause analyses of prior casing leaks, parted casings, or other prior failure events; lack of risk assessment focused on wellbore integrity management; and lack of internal policy and regulations that required production casing wall thickness inspections, among others. More information is available at the California Public Utilities Commission website at: <https://www.cpuc.ca.gov/aliso/>

Shortly after the gas leak began on October 23, 2015, SoCal Gas began daily air monitoring of chemicals of health concern including methane, sulfur odorants<sup>2</sup>, and Volatile Organic Compounds (VOCs). Additionally, an Expanded Air Monitoring Plan (EAMP) was implemented at the beginning of January 2016 which included more strategic community air monitoring locations, stricter laboratory

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<sup>1</sup> The California Public Utilities Commission (CPUC) and the Geologic Energy Management Division (GalGem) contracted Blade Energy Partners (Blade) to conduct an independent root cause analysis of the SS-25 well blowout. The final report and video provide detailed information on the root causes of the well failure and the well-kill attempts and can be found on the CPUC website: <https://www.cpuc.ca.gov/aliso/>.

<sup>2</sup> SoCal Gas uses an odorant called Scentinel® which contains two ingredients: tetrahydrothiophene (THT) and tert-butyl mercaptan.



reporting limits, and longer sample collection times.<sup>3</sup> In addition to SoCal Gas, other entities collected air samples in various locations within the facility and the surrounding communities. For example, South Coast Air Quality Management District (SCAQMD) and California Air Resource Board collected samples within the communities neighboring the Aliso Canyon gas storage facility and Los Angeles Unified School District (LAUSD) collected samples at various schools in the impacted communities.<sup>4</sup>

Neighborhoods closest to the facility include Porter Ranch, Granada Hills, Chatsworth, and Northridge. Approximately 232,200 residents live within a five-mile radius of the facility, 5% of which are under the age of 5 years and 6% of which are age 75 and older (California Council on Science and Technology, 2018).

During the Disaster, residents in the nearby communities experienced foul odors; oily mists; and a range of health symptoms including headaches/migraines, nausea, vomiting, stomach aches, diarrhea, respiratory symptoms, chest tightness, coughing, palpitations, dizziness/light-headedness, nose bleeds, irritations of the eyes/nose/throat and other mucous membranes, and skin rashes/irritations. While many of the symptoms reported by residents matched the symptom profile of exposure to natural gas odorants (i.e., mercaptans), the etiology of other symptoms such as nosebleeds is less clear. There were also several reports of animals and pets becoming ill during the time of the blowout (Public Health, 2016). On November 9, 2015, Public Health's Environmental Health Division began tracking health symptom reports and complaints potentially related to the Aliso Canyon Disaster from residents of communities near the Aliso Canyon facility. The likelihood of reported health symptoms was substantially greater for residents living at or within a three-mile radius of Well SS-25 (56% of complaints) compared with residents that lived over 5 miles from Well SS-25 (17%) (Public Health, 2016).

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<sup>3</sup> For more information on the Expanded Air Monitoring Plan (EAMP) and other air monitoring conducted during and following the blowout, please refer to the Los Angeles County Department of Public Health's January 31, 2015 report on Results from Expanded Air Monitoring, February 5, 2016 report on Results of Air Monitoring and Assessment of Health, and the February 13, 2016 and February 19, 2016 supplemental reports.

<sup>4</sup> More information on environmental data collection during and following the blowout is available on the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/hrs.htm>

On November 19, 2015, SoCal Gas was directed by Public Health to expedite efforts to stop the Disaster and in the interim, offer free, temporary relocation to any area residents affected by the Aliso Canyon gas storage facility. Over 8,000 households were relocated. In addition, on December 16, 2015, SoCal Gas was directed to assist the LAUSD in the temporary relocation of affected students and staff of Porter Ranch Community School and Castlebay Lane Charter School to alternate school facilities.

After Well SS-25 was sealed and outdoor air readings returned to background levels (SCAQMD, 2018), symptoms unexpectedly persisted. A Community Assessment for Public Health Emergency Response (CASPER) conducted by Public Health found that 63% of surveyed households reported health symptoms in the month after the well was sealed - only a modest improvement from the 81% of households that reported experiencing health symptoms during the blowout (Public Health, 2016). In addition, an indoor exposure evaluation, which involved the collection of household dust samples, found trace amounts of a consistent combination of metals that may have been released from Well SS-25 during unsuccessful well-kill attempts, and may have contributed to persistent symptoms reported by residents (Public Health, 2016). In response, SoCal Gas was directed by Public Health and ordered by the Los Angeles Superior Court to pay for professional, comprehensive cleaning of homes.

In addition to potential exposures to natural gas, odorants, constituents of crude oil and other combinations of chemical compounds, many nearby residents experienced economic hardship including business and income loss, disruptions of daily life from school and household relocations, and other substantial impacts of the disaster possibly leading to psychological distress. The combination of these stressors may have long-term adverse impacts on health, quality of life and well-being.

There is limited extant literature to predict potential health impacts of this UGS facility disaster, given its unprecedented scale and length. A few epidemiologic studies of populations living near oil and gas operations provide limited or mixed evidence of the possibility for harmful health effects (Public Health, 2018; Colorado Department of Public Health & Environment, 2017). However, other experimental, toxicological and epidemiological research suggests that chemicals

of potential concern<sup>5</sup> associated with the Aliso Canyon blowout and well-control operations may have harmful long-term health effects at specific doses and durations of exposure. Additionally, there is a growing body of research on the mental health and social consequences of human-made environmental disasters and their aftermath (Lidskog & Sjodin, 2018; McCormick, Tajeu, & Klapow, 2015; Finucane, Clark-Ginsberg, Parker, Becerra-Ornelas, & Clancy, 2020; Lowe, Bonumwezi, Valdespino-Hayden, & Galea, 2019; Hansel, Osofsky, Osofsky, & Speier, 2015). The Health Study is needed to advance the scientific body of knowledge on the adverse impacts to, health, quality of life and well-being that may result from human-made environmental disasters of this nature.

### **1.3.3 Consent Decree**

On February 29, 2019, the County of Los Angeles, County Counsel for the County of Los Angeles, the Los Angeles City Attorney, the California Attorney General, and the California Air Resources Board entered into a Consent Decree with SoCal Gas to resolve litigation against SoCal Gas regarding the Aliso Canyon Disaster. The Health Study is one of the six supplemental environmental projects (SEP) included in Appendix D of the Consent Decree<sup>6</sup>.

The Health Study will be overseen, guided, and evaluated by a Scientific Oversight Committee (SOC) for the length of the Health Study. The SOC is a panel of independent scientific experts and regulatory agency representatives mandated by the SEP agreement.<sup>7</sup> The Health Study will be a multi-year investigation of the impacts to health, quality of life and well-being in communities affected by the Aliso Canyon Disaster.

At the conclusion of the third year of the Health Study, the SOC will evaluate the merits of continuing the Health Study and estimate how many additional years are warranted by no later than 60 days into the fourth year of the Health Study. If the SOC concludes that the

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<sup>5</sup> Refer to the summary of existing data and information on the Health Study website for a summary of compounds and chemicals of potential concern.

<sup>6</sup> Full details of the People v. SoCalGas consent decree are available on the Health Study website: <https://oag.ca.gov/system/files/attachments/press-docs/notice-lodging-and-proposed-cd-full.pdf>

<sup>7</sup> For more information on the Health Study's Scientific Oversight Committee and the SOC's responsibilities please visit the Los Angeles County Department of Public Health website: <http://publichealth.lacounty.gov/eh/healthresearch/soc.htm>

Health Study should be continued, then it shall continue for another year. Following the initial evaluation, the SOC will conduct evaluations on an annual basis with a formal determination on whether to continue the Health Study to be made not more than 60 days into the next 12-month period of the Health Study, until the Health Study's completion. If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the Contract, not incur further expense, and return any unspent funds to the County.

Another notable SEP is the Enhanced Air Monitoring and Symptom Reporting which will establish a real-time air monitoring network and a symptom and incident reporting system in Porter Ranch. It is anticipated that the data collected as part of the Enhanced Air Monitoring and System Reporting SEP may inform research to be conducted as part of the Health Study.

#### **1.3.4 Health Study Scoping Phase and Community Engagement**

In the years leading up to the release of the RFP for Health Study services, Public Health engaged extensively with residents of the impacted communities and gathered a wealth of input on health concerns and priorities for the Health Study through numerous channels including but not limited to, Community Advisory Group and Neighborhood Council meetings, open houses, a virtual town hall, community opinion surveys<sup>8</sup>, and public comments on draft goals and priorities for the Health Study.<sup>9</sup> The feedback gathered was essential for informing goals and elements outlined in this RFP that reflect community concerns and priorities. The impacted communities will remain central to the Health Study program as it is implemented in the upcoming years.

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<sup>8</sup> Results of the Community Opinion Surveys, conducted by a third-party opinion research firm, are available on the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/cag.htm>

<sup>9</sup> During a six-week public comment period on the draft goals and priorities for the Health Study, 412 form letters, 17 unique emails, and 259 unique online form submissions were received. A report on the results and main themes of the feedback received is available on the Health Study website: <http://publichealth.lacounty.gov/eh/docs/healthresearch/public-feedback-draft-goals-priorities.pdf>

## References

1. **SCAQMD.** *Aliso Canyon Natural Gas Leak: Air Monitoring Results.* 2018.
2. **Los Angeles County Department of Public Health.** *Aliso Canyon Gas Leak Community Assessment for Public Health Emergency Response.* 2016.
3. *Environmental Conditions and Health Concerns in Proximity to Aliso Canyon Following Permanent Closure fo Well SS-25.* 2016.
4. **California Air Resources Board.** *Final Report on Total Methane Emissions from Aliso Canyon Natural Gas Leak.* 2016.
5. **Blade Energy Partners Limited.** *Root Cause Analysis of the Uncontrolled Hydrocarbon Release from Aliso Canyon SS-25.* 2019.
6. **California Air Resources Board.** *Determination of Total Methane Emissions from the Aliso Canyon Natural Gas Leak Incident.* 2016.
7. **California Council on Science and Technology.** *Long-Term Viability of Underground Natural Gas Storage in California: An Independent Review of Scientific and Technical Information.* 2018.
8. **Los Angeles County Department of Public Health.** *Aliso Canyon Gas Leak Results of Air Monitoring and Assessments of Health.* 2016.
9. *Aliso Canyon Gas Leak Results of Air Monitoring and Assessments of Health Second Supplemental Report.* Los Angeles : s.n., 2016.
10. **South Coast Air Quality Management District.** *Aliso Canyon Natural Gas Leak: Air Monitoring Results.* 2018.
11. **Los Angeles County Department of Public Health.** *Public Health and Safety Risks of Oil and Gas Facilities in Los Angeles County.* 2018.
12. **Colorado Department of Public Health & Environment.** *Assessment of Potential Public Health Effects from Oil and Gas Operations in Colorado.* Oil and Gas Health Information and Response Program. 2017.
13. *Unintended Consequences and Risk(y) Thinking: The Shaping of Consequences and Responsibilities in Relation to Environmental Disasters.* **Lidskog, Rolf and Sjodin, Daniel.** 2906, 2018, Sustainability, Vol. 10.
14. *Mental Health Consequences of Chemical and Radiologic Emergencies.* **McCormick, Lisa C., Tajeu, Gabriel S. and Klapow, Joshua.** 1, 2015, Emergency Medicine Clinics, Vol. 33, pp. 197-211.
15. *Building Community Resilience to Large Oil Spills.* **Finucane, Melissa L., et al.** 2020.

16. *Posttraumatic Stress and Depression in the Aftermath of Environmental Disasters: A Review of Quantitative Studies Published in 2018*. **Lowe, Sara L., et al.** 2019, *Current Environmental Health Reports*, Vol. 6, pp. 344-360.

17. *Longer-Term Mental and Behavioral Health Effects of the Deepwater Horizon Gulf Oil Spill*. **Hansel, Cross Tonya, et al.** 4, 2015, *Journal of Marine Science and Engineering*, Vol. 3, pp. 1260-1271.

#### **1.4 Availability of Funds**

The County anticipates funding one Contract in an estimated amount not to exceed \$21,000,000. In accordance with the *People vs. SoCal Gas* Consent Decree, funds that are not used or encumbered for their intended purpose by April 2029, will be returned to the Aliso Fund. Any encumbered funds that will be expended after April 2029 will require the approval of the Aliso Fund Committee, as described in Appendix D of the Consent Decree, and must be expended no later than ten years from the date that the Contract is entered. Any remaining amount will be returned to the Aliso Fund.

In addition, as described in Section 1.3.3. Consent Decree, above, funding is subject to and contingent upon the SOC's approval to continue the Health Study at the conclusion of the third year of the Health Study by no later than 60 days into the fourth year of the Health Study, and on an annual basis with a formal determination on whether to continue the Health Study to be made not more than 60 days into the next 12-month period of the Health Study, until the Health Study's completion.

If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the Contract, not incur further expense, and return any unspent funds to the County.

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

## **2.0 CONTRACT FOR ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES**

### **2.1 Statement of Work**

Contractor shall implement the requirements outlined in Appendix A-1 (Statement of Work) of this RFP.

### **2.2 Sample Contract: County Terms and Conditions**

Contractor shall implement the requirements outlined in Appendix C – Sample Contract, of this RFP.

#### **2.2.1 Anticipated Contract Term**

The contract term shall be effective upon execution and shall continue in full force and effect for up to five years, unless sooner terminated or extended, in whole or in part, as specified in Appendix C – Sample Contract. The contract term may be less than 5 years depending on the Health Study timeline proposed by the Contractor. The fourth year and fifth year of the contract are subject to and contingent upon the SOC's approval to continue the Health Study. SOC's determination to continue the Health Study for the fourth year and fifth year will occur no later than 60 days into the fourth year and no later than 60 days into the fifth year, respectively.

The County shall have the sole option to extend the Contract term for up to three additional one-year periods (i.e., years six through eight), depending on the project needs and subject to and contingent upon SOC's approval to continue the Health Study on an annual basis with a formal determination on whether to continue the Health Study to be made not more than 60 days into a 12-month period of the Health Study, until the Health Study's completion.

Each such option shall be exercised at the sole discretion of the Public Health Director or designee, as authorized by the Board of Supervisors, subject to Contractor's performance, availability of funds, and SOC's approval.

If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop

services under the Contract, not incur further expense, and return any unspent funds to the County.

### **2.2.2 Contract Rates (Intentionally Omitted)**

### **2.2.3 Days of Operation**

The Contractor shall provide services as described in Appendix A-1, Statement of Work, Section 6.0.

### **2.2.4 Indemnification and Insurance**

Contractor shall be required to comply with the provisions contained in Paragraph 11 (Indemnification) of Appendix C – Sample Contract. Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 12 (General Provisions for all Insurance Coverage) and Paragraph 13 (Insurance Coverage Requirements) of Appendix C – Sample Contract.

### **2.2.5 Health Insurance Portability and Accountability Act of 1996**

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit F (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)) of Appendix C – Sample Contract.

## **3.0 PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS (MMQ)**

Interested and qualified Proposers must meet each of the Minimum Mandatory Qualifications on the day the proposals are due. **Subcontractor(s) and/or consultant(s) may be used to meet 3.2, 3.3, and 3.4 of the Proposer’s Minimum Mandatory Qualifications.**

- 3.1** The proposing entity must have a minimum of five years of experience, within the last 10 years, conducting and/or overseeing and/or coordinating research on human health related to the physical environment (environmental health).



- 3.2** The Principal Investigator(s) must have a minimum of five years of experience, within the last 10 years, conducting research on human health, (i.e., physical and/or behavioral and/or mental health), related to the physical environment (environmental health).
- 3.3** The Principal Investigator(s) must have a doctoral degree (e.g., PhD, MD) from an accredited college or university.
- 3.4** The Principal Investigator(s) must have at least three first or last authored peer-reviewed publications related to environmental health.

**3.5 Unresolved Disallowed Costs**

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

**4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

**4.1 Representations Made Prior to Contract Execution**

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

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

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

**4.3 County's Option to Reject Proposals**

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter

into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. The County, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP's requirements.

#### **4.4 County's Right to Amend Request for Proposals**

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

Los Angeles County Department of Public Health  
Contracts and Grants Division  
<http://publichealth.lacounty.gov/cg/index.htm>

Los Angeles County – Doing Business With Us  
<http://chucamisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the Proposer's responsibility to check the above referenced websites regularly. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### **4.5 Background and Security Investigations**

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

#### **4.6 County's Quality Assurance Plan**

After contract award, the County or its agent will monitor the contractor's performance under the contract on a periodic basis. Such monitoring will include assessing contractor's compliance with all terms and conditions in the contract and performance standards identified in Appendix A-1

(Statement of Work) and Appendix A-2 (Scope of Work). Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

## **5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS**

### **5.1 Notice to Proposers Concerning the Public Records Act**

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) Public Health receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) Public Health releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

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

5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.

5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

## **5.2 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing via e-mail as follows:

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

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

## **5.3 Mandatory Requirement to Register on County's WebVen**

Prior to a contract award, all potential contractors must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at: <http://camisvr.co.la.ca.us/webven/>.

## **5.4 Protest Policy Review Process**

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 (Department Levels of Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

#### 5.4.3 Department Levels of Review

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

5.4.3.1 Solicitation Requirements Review (reference sub-section 7.3 in the Proposal Submission Requirements Section of this RFP)

5.4.3.2 Disqualification Review (reference sub-section 8.3 in the Selection Process and Evaluation Criteria Section of this RFP)

5.4.3.3 Department's Proposed Contractor Selection Review (reference sub-section 8.8 in the Selection Process and Evaluation Criteria Section of this RFP)

### **5.5 Injury and Illness Prevention Program**

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

### **5.6 Confidentiality and Independent Contractor Status**

As appropriate, contractor shall be required to comply with Paragraph 9 (Confidentiality) and Paragraph 53 (Independent Contractor Status), contained in Appendix C – Sample Contract.

### **5.7 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles

County Code as stated in Exhibit 7, Certification of No Conflict of Interest, of Appendix D – Required Forms.

## **5.8 Determination of Proposer Responsibility**

- 5.8.1 A responsible proposer is a proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible proposers.
- 5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge shall not be the basis of a determination that the proposer is not responsible.
- 5.8.3 The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked proposer may not be responsible, the Department shall notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. The Department shall provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based

on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer shall reside with the Board of Supervisors.

5.8.6 These terms shall also apply to proposed subcontractors of proposers on County contracts.

## **5.9 Proposer Debarment**

5.9.1 The proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer 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 proposer'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.

5.9.2 If there is evidence that the apparent highest ranked proposer may be subject to debarment, the Department shall notify the proposer in writing of the evidence which is the basis for the proposed debarment and shall advise the proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The proposer and/or proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the proposer should be debarred, and, if so, the appropriate length of time of the debarment. The proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other

recommendation of the Contractor Hearing Board shall be presented to the Board 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.

- 5.9.5 If a proposer has been debarred for a period longer than five years, that proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the proposer has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the proposer has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
- 5.9.7 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.
- 5.9.8 These terms shall also apply to proposed subcontractors of proposers on County contracts.
- 5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of



contractors that are currently on the Debarment List for Los Angeles County.

## **5.10 Adherence to County's Child Support Compliance Program**

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

## **5.11 Gratuities**

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

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

### **5.11.2 Proposer Notification to County**

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

### **5.11.3 Form of Improper Consideration**

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

### **5.12 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 8, Familiarity with the County Lobbyist Ordinance Certification, of Appendix D – Required Forms, as part of their proposal.

### **5.13 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 Appendix I (IRS Notice 1015).

### **5.14 Consideration of GAIN-GROW Participants for Employment**

As a threshold requirement for consideration for contract award, proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed Exhibit 11, Attestation of Willingness to Consider GAIN-GROW Participants, of Appendix D – Required Forms, along with their proposal.

## **5.15 Recycled Bond Paper**

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 68 (Recycled Content Bond Paper) of Appendix C – Sample Contract.

## **5.16 Safely Surrendered Baby Law (Intentionally Omitted)**

## **5.17 Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read Appendix G, Jury Service Ordinance, and Paragraph 31 (Compliance with the County's Jury Service Program) of Appendix C – Sample Contract, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

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

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

5.17.2 There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall

within the Jury Service Program’s definition of “Contractor”. The Jury Service Program defines “Contractor” to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12 month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) 10 or fewer employees; and, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than five hundred thousand dollars (\$500,000), and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 5.17.3 If a contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Exhibit 12, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception, of Appendix D – Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor’s application, the County will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

**5.18 Living Wage Program (Intentionally Omitted)**

**5.19 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the proposer in Exhibit 2, Proposer’s Organization Questionnaire/Affidavit and

CBE Information, of Appendix D – Required Forms. Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify the County and update any changes to its response in Exhibit 2 (Proposer’s Organization Questionnaire/Affidavit and CBE Information) during the solicitation.

## **5.20 Proposer’s Charitable Contributions Compliance**

5.20.1 California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix J (Background and Resources: California Charities Regulation). New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 13, Charitable Contributions Certification, in Appendix D – Required Forms. A completed Exhibit 13, Charitable Contributions Certification, is a required part of any agreement with the County.

5.20.3 In Exhibit 13, Charitable Contributions Certification, prospective contractors certify either that:

5.20.3.1 They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

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

5.20.4 Prospective County contractors that do not complete Exhibit 13 (Charitable Contributions Certification) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **5.21 Defaulted Property Tax Reduction Program**

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read Appendix K (Defaulted Tax Program Ordinance) and the pertinent provisions in Paragraph 84 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 85 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix C – Sample Contract, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 14, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, of Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

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

## **5.22 Time Off for Voting**

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 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.

### **5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

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

Contractors are required to complete Exhibit 15, Zero Tolerance Policy on Human Trafficking Certification, of Appendix D – Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 32 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix C – Sample Contract. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

### **5.25 Proposer Protection of Electronic County Information**

#### **5.25.1 Protection of Electronic County Personal Information (PI), Protected Health Information (PHI) and Medical Information (MI) — Data Encryption Standard**

5.25.1.1 The prospective contract is subject to the encryption requirements set forth below (collectively, the "Encryption Standards"). Vendors shall become familiar with the Encryption Standards and the pertinent provisions of the Sample Contract, Appendix C, Paragraph 45 (Data Encryption) both of which are incorporated by reference into and made a part of this solicitation.

5.25.1.2 Proposers shall be required to complete Exhibit 17, Proposer's Compliance with Encryption Requirements, of Appendix D – Required Forms, providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this

solicitation. Vendors that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.

5.25.1.3 Vendors use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be disclosed by Vendors in Exhibit 17, Proposer's Compliance with Encryption Requirements, as found in Appendix D – Required Forms, and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the Vendor to additional encryption requirements for such remote servers.

## 5.25.2 **Encryption Standards:**

### 5.25.2.1 **Stored Data:**

Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:

- a) Federal Information Processing Standard Publication (F/PS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3);
- c) N/ST Special Publication 800-5 7 Recommendation for Key Management – Part 2. Best Practices for Key Management Organization; a
- d) N/ST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

**Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.**

### 5.25.2.2 **Transmitted Data:**

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with:



- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) N/ST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

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

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

- 5.25.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.25.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.25.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.25.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **5.28 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Exhibit 16, Compliance with Fair Chance Employment Hiring Practices Certification, of Appendix D – Required Forms, certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract – Appendix C. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

## **5.29 COVID-19 Vaccinations of County Contractor Personnel**

Proposers are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Proposers are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a proposal to this solicitation. A completed Exhibit H, COVID-19 Vaccination Certification of Compliance, as found in Appendix C – Sample Contract, is a required part of any agreement with the County.

## **6.0 COUNTY'S PREFERENCE PROGRAMS**

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

6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation.

6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.

6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

**Note:** Cost is not a determining factor in this solicitation process; as such no preference will be applied. However, LSBE Proposer is encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program further identified in RFP sub-section 6.3, Local Small Business Enterprise Prompt Payment Program.

**6.2 Local Small Business Enterprise (LSBE) Preference Program (Intentionally Omitted)**

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

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**6.4 Social Enterprise (SE) Preference Program (Intentionally Omitted)**

**6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program (Intentionally Omitted)**

**7.0 PROPOSAL SUBMISSION REQUIREMENTS**

This section contains key project dates and activities as well as instructions to Proposer regarding preparation and submission of their proposal.

**7.1 Truth and Accuracy of Representations**

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

and final offers and may not be withdrawn for a period of 180 days following the final proposal submission date.

**7.2 RFP Timetable**

The timetable for this RFP is as follows:

<b>RFP TIMETABLE</b>	
<b>Release of RFP</b>	<b>January 18, 2022</b>
<b>Request for a Solicitation Requirements Review Due by 4:00 P.M. Pacific Time (PT)</b>	<b>February 1, 2022</b>
<b>Proposers’ Virtual Conference (Optional)</b>	<b>February 15, 2022</b>
<b>Proposer’s Written Questions Due by 4:00 P.M. PT (Optional)</b>	<b>February 18, 2022</b>
<b>Intent to Apply Due by 4:00 P.M. PT (Optional)</b>	<b>March 4, 2022</b>
<b>Release of Answers to Proposers’ Written Questions</b>	<b>March 10, 2022</b>
<b>Proposals are Due by 4:00 P.M. PT</b>	<del><b>April 10, 2022</b></del> <b>April 12, 2022</b>

All times as listed above and throughout this RFP are Pacific Time (PT).

**7.3 Solicitation Requirements Review**

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

1. The request is made by the date provided in Section 7.2, RFP Timetable, to the address and contact person identified in RFP, Section 5.2, Contact with County Personnel;
2. The request includes documentation e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;

3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed, and Public Health's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date. Upon response, the County's decision to the Solicitation Requirements Review shall be final. All requests for a Solicitation Requirements Review should be submitted by email transmission only, by the date and time indicated pursuant to RFP sub-section 7.2, RFP Timetable, to:

**Lucía Romero, Contract Analyst  
County of Los Angeles, Department of Public Health  
Contracts and Grants Division  
E-mail: LucRomero@ph.lacounty.gov**

#### **7.4 Proposers' Questions**

Proposers may only submit written questions regarding this RFP by e-mail to the individual identified below. All questions must be received by the due date and time pursuant to RFP sub-section 7.2, RFP Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions should be addressed to:

**Lucía Romero, Contract Analyst  
County of Los Angeles, Department of Public Health  
Contracts and Grants Division  
E-mail: LucRomero@ph.lacounty.gov**

## **7.5 Submission of Application for Exemption to Living Wage Program (Intentionally Omitted)**

## **7.6 Proposers' Virtual Conference**

A Proposer's Virtual Conference will be held to present a general overview of the RFP as it pertains to the Aliso Canyon Disaster Health Research Study and provide an opportunity for County staff to discuss common issues that may arise during the preparation and submission of Proposals. County staff will respond to questions from potential Proposers via written addendum to this RFP.

Proposers are **advised to register** for the Proposers' Conference. Proposers may register up to two representatives per organization to attend the Proposers' Conference. Substitutions can be made up to the day prior to the Proposers' Conference.

Proposers **registering** for the Proposers' Conference should do so via email to the County representative identified in RFP Section 5.2 (Contact with County Personnel). Email registrations must include the following:

- Subject Line: Proposer's Conference Registration for RFP #2022-003
- Proposer (Organization) Name
- Name and Title of each organization representative
- Email address of each organization representative
- Contact Number for each organization representative
- Proposer's subject matter expertise
- Whether the Proposer consents to releasing the Proposer Virtual Conference attendees' names, titles, and contact information of the organization representative(s) in an addendum of this RFP.
- Questions regarding preparation and submission of proposal

Organization names, and their representative names, titles, and contact information of the Virtual Proposer Conference attendees will be released in an addendum to this RFP for Proposers that have consented to releasing this information.

The Proposer's Virtual Conference is scheduled as follows:

**Date: February 15, 2022**

**Time: 10:00 A.M. PT**

**Location: Virtual.** Internet Link to Proposers' Virtual Conference will be provided after Organization registers with Public Health.

**Proposer is advised to have a copy of the complete RFP package available during the Proposer's Virtual Conference.**

## **7.7 Intent to Apply**

7.7.1 Interested and qualified Proposers are encouraged to submit a completed Appendix M (Intent to Apply Form).

7.7.2 Please submit the Appendix M (Intent to Apply Form) via **e-mail only** to the individual identified in RFP Section 7.7.4 by the date and time specified in RFP Section 7.2 (RFP Timetable).

7.7.3 The completed Appendix M (Intent to Apply Form) per each proposal should include all of the following information:

- a. The name of the organization that will be submitting a proposal;
- b. The name, title, email address, telephone number (including area code), and mailing address of the Proposer's contact person for the RFP; and
- c. The name, title, email address, telephone number (including area code), mailing address, and signature of the individual authorized to legally bind the organization, such as the Chief Executive Officer, and the date of signature.

7.7.4 Submission of the Appendix M (Intent to Apply Form): shall be submitted **by e-mail**, in PDF format only, to:

**Lucía Romero, Contract Analyst**  
**County of Los Angeles, Department of Public Health**  
**Contracts and Grants Division**  
**E-mail: LucRomero@ph.lacounty.gov**

## 7.8 Preparation of the Proposal

Proposal must be submitted electronically in the prescribed format outlined below. Any proposal that deviates from this format may be rejected without review at the County's sole discretion.

Proposers are required to submit by email, one electronic copy of the entire proposal in Adobe Acrobat or Portable Document Format (PDF), with no security provisions by the deadline identified in RFP, Section 7.2, RFP Timetable, to the person and e-mail address identified in RFP, Section 7.12, Proposal Submission. Proposals submitted to Public Health must be written in English. They are to be organized and assembled into one volume in the format and order described below.

1. Proposal must be typewritten, single spaced, with no less than a 11-point font on 8½" by 11" paper, with the 8½" ends of the paper as the top and bottom of the page, and 1" margins. Tables and figures may have no less than 9-point font. Header and footer margins shall be no less than 0.3". **Footer on each page must include Proposer's name.**
2. Proposal pages must be numbered sequentially including attachments, from beginning to end, and provide a complete Table of Contents for the proposal and its attachments, to ensure there are no duplicate or missing pages.
3. Proposal must be organized and tabbed by applicable parts and/or sections, with proper titles, and in the correct order as described herein. The narrative of the Proposal, where indicated, must not exceed the page limits identified in RFP Section 7.9, Proposal Format, below. **Any pages beyond the allotted page limits will not be read or scored.**
4. Proposal shall be clearly labeled with RFP title: "**COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH REQUEST FOR PROPOSALS FOR ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES, RFP #2022-003**", with the name of the proposer's organization on the front cover.
5. Other than the attachments specified in this RFP, no other exhibits or attachments should be submitted with the Proposal.

## 7.9 Proposal Format

Proposers are required to respond to all sections of the RFP, including each sub-section, if applicable.



**The content and sequence of the proposal must be as follows:**

1. Proposer's Title Page
2. Cover Letter
3. Table of Contents
4. Proposer's Qualifications (Section A)
  - a. Proposer's Organization Questionnaire/Affidavit and CBE Information and Required Support Documents for Corporations and Limited Liability Companies (Section A.1)
  - b. Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form (Section A.2)
  - c. Proposer's References (Section A.3)
  - d. Proposer's Pending Litigation and Judgements (Section A.4)
  - e. Financial Capability (Section A.5)
5. Proposer's Staffing Plan, Technical Abilities, and Organizational Capacity (Section B)
6. Proposer's Approach to Provide Required Services (Section C)
7. Proposer's Scope of Work (Section D)
8. Proposed Budget and Budget Justification (Section E)
9. Proposer's Quality Control Plan (Section F)
10. Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to (Section G)
11. Proposal Required Forms (Section H)

**7.9.1 Proposal Title Page and Cover Letter**

Proposer must create a title page to preface the submitted proposal. Additionally, a Cover Letter must follow the title page. The title page

and Cover Letter must include all the information provided in this Section.

1) Proposal Title Page

Proposal **must** include a Title Page, which bears the words: **“ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES, RFP #2022-003**. The Title Page must also include the Proposer’s legal name.

2) Cover Letter

Proposal **must** include a Cover Letter includes the following:

- a) A statement that the proposal submitted is in response to **“ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES, RFP #2022-003”**
- b) The proposal’s annual budget amount requested;
- c) A statement indicating whether or not the Proposer intends to perform the contract as a single Proposer or intends to use subcontractor(s)/consultant(s). If Proposer will utilize subcontractor(s)/consultant(s) to perform any of the services, Proposer must identify each proposed subcontractor(s)/consultant(s);
- d) A statement that the Proposer will bear sole and complete responsibility for all work required under this RFP;
- e) The name, telephone number, email address, and facsimile number of the Proposer’s representative/contact person for the submission; and
- f) The signature of the organization’s Chief Executive Officer, or other authorized designee.

**7.9.2 Table of Contents**

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and by section and paragraph reference numbers.

### **7.9.3 Proposer's Qualifications (Section A)**

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

#### **A. Organization Questionnaire/Affidavit and Community Business Enterprise Information (Section A.1)**

The proposer shall complete, sign and date Exhibit 2, Proposer's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information, of Appendix D – Required Forms. The person signing the form must be authorized to sign on behalf of the proposer and to bind the applicant in a contract.

Taking into account the structure of the proposer's organization, proposer shall determine which of the below referenced supporting documents the County requires. If the proposer's organization does not fit into one of these categories, upon receipt of the proposal or at some later time, the County may, in its discretion, request additional documentation regarding the proposer's business organization and authority of individuals to sign contracts.

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

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

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

The proposer must submit the following documentation with the proposal:

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

## **2. Limited Partnership:**

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

### **B. Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications (Section A.2)**

**Format:** Exhibit 3, Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form, as found in Appendix D – Required Forms.

**Page Limit:** Attach additional sheets if necessary

Proposer must submit a complete Exhibit 3, Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form, as found in Appendix D – Required Forms. The form and its applicable attachments must clearly demonstrate that the Proposer meets the minimum mandatory qualifications, pursuant to RFP Section 3.0, Proposer's Minimum Mandatory Qualifications.

### **C. Proposer's References (Section A.3)**

It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. Proposer cannot use Public Health's Division of Environmental Health staff or Scientific Oversight Committee members as references on Exhibit 4 (Prospective Contractor References).

The same references may be listed on both Exhibit 4, Prospective Contractor References, and Exhibit 5, Prospective Contractor List of Contracts, of Appendix D – Required Forms.

County may disqualify a proposer as non-responsive and/or non-responsible if:

- 1) references fail to substantiate proposer's description of the services provided; or
- 2) references fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel, or

- 3) Public Health is unable to reach the point of contact with reasonable effort. It is the proposer's responsibility to inform the point of contact that Public Health will attempt to contact them for a reference during normal working hours.

The proposer must complete and include the following Required Forms:

- 1) Exhibit 4, Prospective Contractor References, of Appendix D – Required Forms. Proposer must provide five references where the same or similar scope of services was provided.
- 2) Exhibit 5, Prospective Contractor List of Contracts, of Appendix D – Required Forms. The listing must include all non-profit, private, and public entities contracts for which the Contractor has provided the same or similar services within the last five years. Use additional sheets if necessary.
- 3) Exhibit 6, Prospective Contractor List of Terminated Contracts, of Appendix D – Required Forms. Listing must include contracts terminated (i.e., due to lack of funding, performance, etc.) prior to their expiration, within the past five years, and must include a reason for termination. Use additional sheets if necessary

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

Proposer is to complete and submit Exhibit 18, Prospective Contractor Pending Litigation and/or Judgments, of Appendix D – Required Forms, identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. If a Proposer has no pending litigation and/or judgments, provide a statement indicating so.

Additionally, the Proposer must disclose and explain any event over the past 20 years in which a work product or testimony of the Proposer was rendered inadmissible as evidence in a case: involving a challenge on the basis of Daubert and its progeny; involving a challenge under California's Frye rule; for any reason involving a challenge to the integrity of data or process;

for any reason involving failure to comply with a work plan, specification of deliverables, or legal evidentiary standards; or for any reason involving a matter of law.

If a Proposer has no pending litigation and/or judgments, provide a statement indicating so.

## **F. Financial Capability (Section A.5)**

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

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

### Balance Sheet Accounts

1. Current Assets
  - Cash
  - Short Term Investments\*
  - Accounts Receivable \*
2. Current Liabilities
3. Total Assets
4. Total Liabilities
5. Owner's/Shareholder's Equity

### Income Statement Accounts

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

**\*May be excluded if they do not apply to your company's operations**

It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of financial

statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

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

Do not submit Income Tax Returns to meet this requirement.

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

#### **7.9.4 Proposer's Staffing Plan, Technical Abilities, and Organizational Capacity (Section B)**

Provide a thorough description of Proposer's staffing plan, technical abilities, and organizational capacity in the sections outlined below.

Proposer **must** include/copy each of the RFP section requirements/questions listed below and provide a subsequent narrative response to each in its Section B. Proposers who are unable to provide a narrative response to each of the requirements/questions are still encouraged to submit a proposal.

**Format:** Narrative

**Page Limit:** 15 pages maximum (not including CVs, biographical sketches, and organizational chart)

1. Organizational structure: Attach an organizational chart indicating the level of each person to be assigned to this project, reporting relationships, staffing patterns, and job descriptions. Include Curriculum Vitae, or a brief biographical sketch of key project personnel including Principal Investigator(s), Project Manager(s), Project Manager's designated alternate as well as any co-investigators and support staff which demonstrates the staff's experience, training, accomplishments, and overall ability to provide the required services, as described in Section 5.3, Required Personnel of the Statement of Work (Appendix A-1). If the proposal involves multiple Principal Investigators, describe relevant relationships between their expertise and leadership approach as it pertains to the proposed research. If any subcontractors will be involved in this proposal, please

provide relevant background information and describe their experience.

2. Organizational capacity: Describe Proposer's capacity to support all programmatic work and administrative functions related to the Health Study as described in Section 5.0, Responsibilities, Contractor and Section 8.0, Specific Work Requirements of the Statement of Work (Appendix A-1) in the Proposer's own organization and/or in subcontractor(s) organizations. If applicable, describe the Proposer's capacity to manage multiple concurrent research studies over the proposed contract period.
3. Exposure assessment: Describe Proposer's technical skills and experience assessing potential toxic environmental exposures and using advanced exposure modeling to quantify toxic exposures. Describe the Proposer's experience studying and incorporating exposure pathways (for natural gas and other oil and gas pollutants, chemical mixtures, and/or other relevant exposures) into exposure assessments and accounting for confounding factors and other factors such as sources of emissions/air pollution, complex topography, and wind patterns.
4. Health, quality of life and well-being assessment(s): Describe the research team's technical skills and experience in the following:
  - a. Conducting human subjects research and using appropriate and validated primary and secondary data collection and analysis methods to assess the impacts of chemical exposures, non-chemical stressors, and/or disaster-related stressors on physical and/or behavioral and/or mental health.
  - b. Conducting epidemiological studies, clinical studies, and/or other types of studies to investigate potential relationships between current and/or past chemical exposures, non-chemical stressors, and/or disaster-related stressors and one or more of the following:
    - i. Risk or occurrences of cancer, respiratory disease, cardiovascular disease, neurologic dysfunction, immunologic disorders, adverse birth outcomes,



behavioral and/or mental health conditions, and/or other **health outcomes**.

- ii. Changes in healthcare/services utilization related to potential environmental exposures.
  - c. Studying associations between current and/or past chemical exposures, non-chemical stressors and/or disaster-related stressors and **quality of life** and **well-being**, psychological, behavioral, social, and/or community health impacts.
  - d. Conducting community-based research and soliciting input from community members to inform the development and implementation of research.
5. Vulnerable populations: Describe the Proposer's experience including vulnerable populations (e.g., children, older adults, diverse racial and ethnic groups/subgroups), in research studies as appropriate for the scientific goals of the research.
6. Data integration and management: Describe the Proposer's experience and technical skills with collating and integrating data in various formats and spatial and temporal scales, developing and/or implementing relational databases, and updating and maintaining data repositories for multiple users. Describe the Proposer's experience and capacity to implement quality control and data security measures, including the protection of personal identifying information and personal health information, and to provide technical support to database users for the length of the Health Study.
7. Community stakeholder communications: Describe the research team's experience with communicating risk and complex scientific concepts and research findings to diverse audiences – including interested members of the general public, residents of communities impacted by environmental exposures or disasters, elected officials and other policymakers, and media – using various methods and/or communication channels (such as presentations, press releases, and policy briefs among others).

### 7.9.5 Proposer's Approach to Provide Required Services (Section C)

Present a description of the methodology the proposer will use to complete specific work requirements as described in Statement of Work (Appendix A-1). Describe in detail how the services will be performed.

Proposer must propose a research hypothesis (or hypotheses) and design a comprehensive and detailed research implementation and management plan (Health Study Plan) while also addressing each of the requirements outlined in the Statement of Work (Appendix A-1, Section 8). The Health Study Plan shall include an exposure assessment plan (refer to Appendix A-1, Section 8.1.4), health, quality of life and well-being assessment(s) plan(s) (refer to Appendix A-1, Section 8.1.5), data integration and management plan (refer to Appendix A-1, Section 8.2) and a community stakeholder communications plan (refer to Appendix A-1, Section 8.3). The Health Study Plan must demonstrate the Proposer's capacity to successfully implement the Health Study and complete the Proposer's Scope of Work(s) (Appendix A-2).

Proposer **must** include/copy each of the RFP section requirements/questions listed below and provide a subsequent narrative response to each in Section C of the Proposal. Proposers who are unable to provide a narrative response to each of the requirements/questions are still encouraged to submit a proposal.

Proposer's responses should describe how the Proposer plans to perform the activities/tasks. Cite relevant existing literature as appropriate and provide a bibliography of the cited references.<sup>10</sup> If a service is to be provided by a subcontractor, the Proposer must provide all relevant details regarding subcontractor's capacity and ability to perform the required service(s).

**Format:** Narrative with Tables and Figures if applicable

**Page Limit:** 30 pages maximum (not including tables or figures)

1. Responsiveness to Health Study goals and research approach: Provide rationale for conducting one study or multiple studies of health outcomes including how the study(s) and the respective research hypothesis or hypotheses address one or more of the Health Study goals and priorities. Describe how the proposed research will take a social-

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<sup>10</sup> Each reference must include the names of all authors (in the same sequence in which they appear in the publication; you can use "et al." convention in place of listing all authors in a citation), the article and journal title, book title, volume number, page numbers, and year of publication.

ecological and multidisciplinary approach. If multiple studies are proposed, describe how the studies relate to each other and how collaboration and cross-disciplinary interactions will be facilitated among staff assigned to the studies.

2. Responsiveness to community concerns and scientific rigor: Describe how the proposed health outcomes study(s) are responsive to community concerns, (refer to RFP Section 1.3.4) and scientifically robust and evidence based. Provide rationale for the chosen health outcomes and cite relevant existing literature, reports, and/or other resources as appropriate.
3. Significance of the research: Describe the potential value of the proposed health outcomes study(s) (e.g., the importance of the knowledge to be gained or the degree to which the research would provide new information that is of scientific value) as well as the potential utility of the research findings to community members, regulatory agencies, policy makers, and other stakeholders as applicable. If applicable, describe the potential benefits of the health outcomes study(s) to the study subjects.
4. Exposure assessment plan: Propose an exposure assessment plan and timeline to quantify potential toxic exposures (chemical, radiologic or other) experienced by residents of impacted communities before, during, and after the Aliso Canyon Disaster with as much specificity as possible. The plan shall outline in detail, the methods and specific tasks. Refer to Section 8.1.4 of the Statement of Work (Appendix A-1).

The plan shall describe: 1) the methods that will be used to select, compile, and use pertinent existing and/or anticipated data sources, 2) how exposure pathways will be studied and incorporated into the exposure assessment, 3) the spatial and temporal resolution of exposure estimates and how uncertainty will be quantified, 4) anticipated confounding factors and other factors (such as sources of emissions/ air pollution, complex topography, and wind patterns) and how they will be controlled and/or accounted for, 5) strengths and limitations of the proposed assessment, 6) how and when the exposure estimates will be made publicly available, and 7) the methods and best practices that will be used to solicit input from a wide range of community stakeholders and how this input will be documented and used to support the development and implementation of the exposure assessment and health risk assessment (if conducted).

Provide rationale for including or excluding a health risk assessment in the proposed plan.

If applicable, the plan shall also describe: 1) the advanced exposure modeling techniques that will be used to produce exposure estimates, 2) the methods and tools that will be used to collect primary data and reasoning for how the data will support the exposure assessment, and 3) the methods and approach that will be used to conduct a health risk assessment of cancer and/or non-cancer health outcomes including the methods and rationale for selecting the study population.

5. Health, quality of life and well-being outcomes assessment(s) plan(s): Provide health, quality of life and well-being assessment(s) plan(s) and timeline(s) to evaluate the impacts of chemical exposures related to the blowout, gas storage facility operations, and/or disaster-related stressors on health, quality of life and well-being. The plan(s) shall outline in detail, the research question(s), hypothesis/hypotheses, methodologies, and specific tasks. Refer to Section 8.1.5 of the Statement of Work (Appendix A-1).

Specifically, the plan(s) shall describe: 1) the protocols, tools, and materials that will be used to collect primary data and how the protocols, tools, and materials will be developed and tested, 2) anticipated confounding factors and methods to control for these confounding factors, 3) the process by which the results of the exposure assessment (refer to Section 8.1.4 of the Statement of Work [Appendix A-1]) will inform the health outcomes assessment(s) and if applicable the quality of life and well-being assessment(s), 4) the qualitative and/or statistical analysis methods that will be used to assess relationships between exposures and/or disaster-related stressors and impacts on health, quality of life and well-being, 5) how the proposed assessment(s) meets statistical power criteria to detect the effect(s) being studied, 6) the strengths and limitations of the proposed assessment(s), and 7) the methods and best practices that will be used to solicit input from a wide range of community stakeholders and how this input will be documented and used to support the development and implementation of the research.

If applicable, the plan(s) shall also describe how pertinent existing and/or anticipated data will be selected, compiled and used.

6. Study population(s): Describe the methods that will be used to define the study population(s) including vulnerable populations and residents

with the highest likelihood of exposure to toxic substances during and/or following the disaster. Include information on demographics and other pertinent characteristics (e.g., age groups, pre-existing chronic conditions, etc.), provide rationale for the selection of the study population(s), and describe the anticipated generalizability of the research findings based on the chosen study population(s). Describe the sample size(s) needed to achieve statistical power.

If applicable, describe the strategies that will be used to recruit study participants and obtain informed consent, and the anticipated enrollment figures.

Protecting human subjects: If applicable, describe the potential risks to human subjects in the proposed health outcomes study(s) and the protections that will be implemented to guard against the research-related risks.

7. Data integration and management plan: Provide a data integration and management plan and timeline to implement, update and maintain a data repository for the duration of the Health Study that will allow Contractor, and subcontractor(s) if applicable, to upload, download, and edit data as needed. Refer to Section 8.2 of the Statement of Work (Appendix A-1). The plan shall include: 1) quality control and data security measures that will be implemented, including those that protect personal identifying information and personal health information, and 2) the provision of technical support to database users. Describe the approach and/or methods that will be used to integrate data from multiple sources and in various formats into the data repository to ensure comprehensive analyses.
8. Community stakeholder communications plan: Provide a plan and timeline for communicating progress updates and disseminating research findings to community stakeholders in accordance with the required deliverables outlined in the Statement of Work (Appendix A-1, Section 8.3). Describe best practices in risk and science communications and knowledge translation strategies that will be used to communicate updates and research findings. Describe how research findings related to community health and/or resilience will be transferred to the communities impacted, entities responsible for monitoring oil and gas facilities, and entities responsible for community preparedness, response, and recovery.

### 7.9.6 Proposer's Scope of Work (Section D)

1. Proposer must provide a completed Appendix A-2, Proposer's Scope of Work, for each of the components as outlined in paragraphs 8.1, 8.2, and 8.3 of Appendix A-1, Statement of Work with its proposal. Proposers who are unable to comprehensively address each of these components are still encouraged to submit a proposal.

The Scope of Works shall include the following factors:

- Objectives (Column A)
  - Specific Tasks (Column B)
  - Proposed Timeline (Column C)
  - Methods of Evaluation (Column D)
  - Party Responsible (Column E)
  - Documentation for Evaluation (Column F)
2. Proposer must demonstrate a comprehensive approach to the Specific, Tasks (Column B) associated with the proposed Specific, Measurable, Achievable, and Realistic "SMART" Objectives (Column A) and the Methods of Evaluation (Column D) must support each measurable objective.

### 7.9.7 Proposed Budget and Budget Justification (Section E)

Proposer must submit one budget and one corresponding budget justification for each proposed Fiscal Year of research (the contract period shall not exceed five years), depending on the proposed study design(s) and respective timeline(s), **Proposer shall refer to Appendix B, Budget instructions, to prepare budgets and budget justifications.**

**PROPOSERS RECOMMENDED FOR FUNDING MAY BE REQUIRED TO MODIFY PROPOSED BUDGET, BUDGET JUSTIFICATION, AND/OR SCOPE OF WORK.**

### 7.9.8 Proposer's Quality Control Plan (Section F)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A-1 – Statement of Work, Appendix A-2 – Scope of Work, and Appendix C – Sample Contract.

The following factors **must** be included in the plan to ensure compliance with all contract requirements:

- Activities to be monitored;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

**7.9.9 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to (Section G)**

- A. It is the duty of every Proposer to thoroughly review the Appendix C – Sample Contract, and Appendix A-1 – Statement of Work, to ensure compliance with all terms, conditions and requirements. It is the County expectation that in submitting a proposal, Proposers will accept, as stated, the County’s terms and conditions in the Sample Contract and the County’s requirements in the Statement of Work. However, Proposers are provided the opportunity to take exceptions to the County’s terms, conditions, and requirements.
- B. Section G of proposer’s response must include:
1. A complete and signed Exhibit 19, Acceptance of Terms and Conditions Affirmation, as found in Appendix D – Required Forms, acknowledging the Proposer’s acceptance of all terms and conditions listed in Appendix C – Sample Contract and applicable Statement of Work;

**-OR-**

2. A statement offering the Proposer’s acceptance of or exceptions to terms, conditions, and requirements listed in Appendix C – Sample Contract, and Appendix A-1 – Statement of Work.

For each exception, the Proposer shall provide:

- An explanation of the reason(s) for the exception;

- The proposed alternative language; and
- A description of the impact, if any, to the Proposer's price.

Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to make changes to the Sample Contract and its Appendices and Exhibits at its sole discretion.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

#### **7.9.10 Proposal Required Forms (Section H)**

Proposal shall include all completed, signed, and dated forms identified in Appendix D – Required Forms, in section H of the Proposal unless otherwise instructed.

- Exhibit 1 Proposer's Checklist
- Exhibit 7 Certification of No Conflict of Interest
- Exhibit 8 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 9 Request for Preference Consideration (**Intentionally Omitted**)
- Exhibit 10 Proposer's Equal Employment Opportunity (EEO) Certification
- Exhibit 11 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 12 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 13 Charitable Contributions Certification
- Exhibit 14 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 15 Zero Tolerance Policy on Human Trafficking Certification



Exhibit 16 Compliance with Fair Chance Employment Hiring Practices Certification

Exhibit 17 Proposer's Compliance with Encryption Requirements

### **7.10 Cost Proposal Format (Intentionally Omitted)**

### **7.11 Firm Offer-Withdrawal of Proposal**

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

### **7.12 Proposal Submission**

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Proposals are due on or before the date and time specified in Section 7.2, RFP Timetable, by **e-mail transmission** to the person identified in this RFP, Section 5.2, Contact with County Personnel.

- 7.12.1 Proposer shall submit one copy of the proposal in response to this RFP in the format prescribed herein and clearly marked "Proposal Submission for Aliso Canyon Disaster Health Research Study RFP #2022-003", in the subject line of the e-mail transmission.
- 7.12.2 All proposals must be submitted in the prescribed format and order. Any proposal that deviates from this format may be rejected without review at the Director of Public Health's sole discretion.
- 7.12.3 At the Director's sole discretion, late proposals received after the due date may be considered, in the order received, if a determination is made that there is a specific unmet need

## **8.0 SELECTION PROCESS AND EVALUATION CRITERIA**

### **8.1 Selection Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal pursuant to RFP sub-section 7.2, RFP Timetable.

Evaluation of the proposals will be made by an Evaluation Committee consisting of subject matter experts selected by Public Health. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

The evaluation process will be conducted in three Stages:

Stage 1: Adherence to Minimum Mandatory Qualifications (Pass/Fail)

Stage 2: Proposal Evaluation

Stage 3: Final Review and Selection

After a prospective contractor has been selected, the County and the prospective Contractor(s) will negotiate a contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

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

The County retains the right to select a proposal other than the proposal(s) receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and/or in the best interests of the County.

The County also reserve the right to waive any informality, minor irregularities, or immaterial defects in proposals as determined by the County if the sum and substance of the Proposal is present. Where the County waives informality, minor irregularities, or immaterial defects, such waiver shall in no way modify the RFP specifications, and other requirements, if Proposer is awarded a contract.

## **8.2 Stage 1 Review: Adherence to Minimum Mandatory Qualifications (Pass/Fail)**

Adherence to the Minimum Mandatory Qualifications will consist of a review of Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form, Exhibit 3, of Appendix D – Required Forms, to determine if the Proposer meets all of the Minimum Mandatory Qualifications as outlined in Section 3.0 of this RFP. This section of the evaluation is scored on a "Pass"

or “Fail” basis. Proposer must “Pass” each of the Minimum Mandatory Qualifications outlined in Section 3.0 of this RFP.

Proposals that are assigned a score of “Fail” in the Adherence to Minimum Mandatory Qualifications shall be deemed unresponsive and disqualified and shall not proceed to the next phase of the evaluation process.

Proposals that pass Stage 1 of the evaluation will proceed to Stage 2 as outlined in RFP Section 8.4.

### **8.3 Disqualification Review**

A proposal may be disqualified from consideration because a Public Health determined it was non-responsive at any time during the review/evaluation process. If a Public Health determines that a proposal is disqualified due to non-responsiveness, Public Health shall notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

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

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

Proposer can also be disqualified for sub-section 5.8, Determination of Proposer Responsibility.

### **8.4 Stage 2 Review: Proposal Evaluation and Criteria (1,376 Points)**

Proposals that pass Stage 1 will be evaluated as follows:

#### 8.4.1 Proposer's Qualifications – Proposal Section A (40 Points)

1. Proposer's References (40 Points)

Proposer will be evaluated on the verification of references provided on Appendix D – Required Forms, Exhibit 4, Prospective Contractor References. In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category.

2. Terminated Contracts (May Result in 28 Point Deduction of the Total Points Awarded in this Evaluation Category)

A review of terminated contracts will be conducted which may result in point deductions, based on the information provided on Appendix D – Required Forms, Exhibit 6, Prospective Contractor List of Terminated Contracts.

3. Proposer's Litigation and Judgments (May Result in 28 Point Deduction of the Total Points Awarded in this Evaluation Category)

A review will be conducted to determine the significance of any litigations or judgments pending against the Proposer as provided on Appendix D – Required Forms, Exhibit 18, Prospective Contractor Pending Litigations and/or Judgments. This review may result in a possible point deduction(s).

4. Financial Capability (May result in 30 Point Deduction of the Total Points Awarded in this Evaluation Category)

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

Financial statements that do not demonstrate financial strength or meet the 60-day requirement may result in a deduction of 30 points from the total points awarded in the Proposer's Qualifications evaluation category.

#### **8.4.2 Proposer's Staffing Plan, Technical Abilities, and Organizational Capacity – Proposal Section B (288 Points)**

The Proposer will be evaluated on the staffing plan, technical abilities, and organizational capacity based on information provided in sub-section 7.9.4 (Proposer's Staffing Plan, Technical Abilities, and Organizational Capacity) of the proposal.

#### **8.4.3 Proposer's Approach to Providing Required Services – Proposal Section C (836 Points)**

The proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in sub-section 7.9.5, (Proposer's Approach to Provide Required Services [Section C]) of the proposal.

#### **8.4.4 Proposer's Scope of Work Section – Proposal Section D (72 points)**

The Proposal will be evaluated on its description of the methods of evaluation and tasks it will conduct to achieve the proposed objectives outlined in the Proposer's Scope of Work(s) (Appendix A-2) of the proposal.

#### **8.4.5 Proposed Budget and Budget Justification – Proposal Section E (100 points)**

The Proposal will be evaluated based on the information provided in RFP Section 7.9.7, Section E (Proposer's Budget and Budget Justification). The Proposer's budgets and budget justifications will be evaluated based on the following criteria:

1. Budget does not exceed available funding (refer to Appendix B, Budget Instructions);
2. Budget utilizes the budget justification format provided and includes accurate calculations (refer to Appendix B, Budget Instructions);
3. Budget Justification is clear and in line with the line-item budget and explains how each of the costs fiscally supports the activities in Appendix A-1, Statement of Work, staffing requirements, organizational requirements, necessary supplies, and any one-time costs;

4. Budget is feasible and cost-effective for the required quantity and quality of activities in Appendix A-1, Statement of Work, and Appendix A-2, Scopes of Work;
5. Budget includes the following staff:
  - a) Principal Investigator(s)
  - b) Project Manager
6. Budget includes operating costs that are consistent with the quantity and type of activities to be performed and appropriate in terms of the scope of the project.

#### **8.4.6 Quality Control Plan – Proposal Section F (40 points)**

The proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system pursuant to sub-section 7.9.8 (Proposer's Quality Control Plan [Section F]) of the proposal.

#### **8.4.7 Terms and Conditions of Sample Contract and Requirements of the Statement of Work: Acceptance of/or Exceptions to – Proposal Section G**

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix C – Sample Contract, and the Requirements of the Statement of Work outlined in Appendix A-1 – Statement of Work, as stated in Section 7.9.9 (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to [Section G]) of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any proposer with whom the County cannot satisfactorily negotiate a contract.

#### **8.4.8 Proposal Required Forms – Proposal Section H**

The forms submitted pursuant to RFP Section 7.9.10 will be reviewed for accuracy and completeness.

## **8.5 Stage 3 Review: Final Review and Selection**

Each Proposal's final score will be calculated based on Proposal's Stage 2 composite score and proposals will be ranked from highest to lowest.

Note: The County retains the right to select a proposal other than the highest ranking, or more than one proposal, if County determines, in its sole discretion, another, or more than one, Proposal is qualified, cost-effective, responsive, responsible and/or in the best interests of the County.

## **8.6 Cost Proposal Evaluation Criteria (Intentionally Omitted)**

## **8.7 Labor Law-Payroll Violations (Living Wage Solicitations) (Intentionally Omitted)**

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

### **8.8.1 Departmental Debriefing Process**

Upon completion of the evaluation, Public Health shall notify the remaining proposers in writing that Public Health is entering negotiations with another proposer. Upon receipt of the letter, any non-selected proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in Public Health's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although Public Health may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, Public Health will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify Public Health of its intent to request a Proposed Contractor Selection Review (see sub-section 8.8.2, Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

### **8.8.2 Proposed Contractor Selection Review**

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in

in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by Public Health.

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

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



Upon completing the Proposed Contractor Selection Review, Public Health representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. See sub-section 8.9 (County Independent Review Process) below.

## **8.9 County Independent Review Process**

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

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

1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by Public Health); and
2. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in sub-section 8.8.2 (Proposed Contractor Selection Review) above.

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

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# STATEMENT OF WORK

## 1.0 INTRODUCTION

### 1.1 Mission of the Aliso Canyon Disaster Health Research Study

To scientifically evaluate and understand the health impacts from the largest natural gas storage facility blowout (Disaster) in U.S. history and exposure to natural gas and its constituents, including but not limited to methane, from the Southern California Gas Company (SoCal Gas) Aliso Canyon Natural Gas Storage Facility in Los Angeles County California.

### 1.2 Aliso Canyon Disaster Health Research Study Goals

The overarching goal of the Aliso Canyon Disaster Health Research Study (Health Study) is to contribute to the understanding of the potential short-term and long-term physical, mental, behavioral, social, and community health impacts of exposure to the Aliso Canyon Disaster. For the purposes of the Health Study, the Aliso Canyon Disaster includes the incident, subsequent remediation efforts, ongoing facility operations and associated activities, and disturbances to the community.

Specific goals of the Health Study are to:

- Evaluate relationships between exposures to airborne chemicals and other potential toxicants during and/or following the disaster and adverse health impacts to the community, which could include, but is not limited to, physical and mental health;
- Assess the impact of stressors related to the Aliso Canyon Disaster on the quality of life, well-being and functioning of residents in the impacted communities during and following the disaster, and;
- Evaluate outcomes among vulnerable populations, such as children and older adults, in the impacted communities.

### 1.3 Aliso Canyon Disaster Background

The Aliso Canyon natural gas storage facility is the largest underground gas storage (UGS) facility situated in Santa Susana Mountains north of San Fernando Valley neighborhoods in Los Angeles, California. Well SS-25 is one of the facility's

114 storage injection wells and was originally drilled as an oil well in 1954. Well SS-25 was converted into a gas storage well in 1973 after the oil was considered depleted. On October 23, 2015, Southern California Gas Company (SoCal Gas), a subsidiary of Sempra Energy and the owner and operator of the Aliso Canyon gas storage facility, discovered a leak at Well SS-25 which evolved into a conventional well blowout after two failed well-control attempts. Over the course of four months, there was a total of seven failed attempts to stop the uncontrolled flow of escaping gas. An estimated 109,000 metric tons of methane escaped into the atmosphere. A relief well was eventually drilled and intercepted the leaking well, stopping the flow gas on February 12, 2016. A formal third-party investigation found several direct and root causes for the uncontrolled release of natural gas and constituents including: a rupture in the well's production casing due to contact with groundwater and external microbial corrosion; insufficient fluid density and pump rate during top well-control attempts; and lack of internal policy and regulations that required production casing wall thickness inspections; among others. More information is available at the California Public Utilities Commission website at <https://www.cpuc.ca.gov/aliso/>

During the blowout, residents in the nearby communities experienced foul odors; oily mists; and a range of health symptoms. Additionally, over 8,000 households and two local schools were relocated. After the well was sealed, residents continued to report similar health symptoms. An indoor exposure evaluation found trace amounts of a consistent combination of metals that may have been released from Well SS-25 during unsuccessful well-kill attempts and which may have contributed to the persistent symptoms. More information is available at: <http://publichealth.lacounty.gov/media/docs/PublicHealthAssessment.pdf>

As a result, SoCal Gas was ordered to pay for professional, comprehensive cleaning of homes. On February 25, 2019, the Los Angeles Superior Court approved a consent decree with SoCal Gas which allocated funds to a Health Study of potential short-term and long-term health effects to be overseen by a panel of scientific and subject matter experts, the Scientific Oversight Committee (SOC). The People of the State of California v. Southern California Gas Company's Consent Decree settlement details are available at: <https://oag.ca.gov/system/files/attachments/press-docs/notice-lodging-and-proposed-cd-full.pdf>. Feedback gathered from the community was central to the development of this Statement of Work and will remain a key component of the Health Study as it advances. For more information on community engagement efforts and the feedback received, visit the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/cag.htm>.

## 2.0 TERMS, DEFINITIONS, AND ABBREVIATIONS

The following are terms, definitions, and abbreviations that are used throughout the Statement of Work and Scope of Work:

- 2.1 Aliso Canyon Disaster Health Research Study (Health Study):** a study described in Paragraph 8.0, Specific Work Requires and as required in the fifth Supplemental Environmental Project mandated by *The People of the State of California v. Southern California Gas Company's Consent Decree* approved by the Los Angeles Superior Court on February 25, 2019.
- 2.2 Aliso Canyon Disaster:** Aliso Canyon gas storage facility well blowout that occurred over the course of four months from October 2015 to February 2016.
- 2.3 Behavioral Health:** the connection between behaviors and health and well-being. Behaviors such as eating habits, substance use, and exercise can affect physical and/or mental health.
- 2.4 Child:** a person who is younger than 18 years of age.
- 2.5 Community Health:** the overall health status and functioning of a defined group of people with common characteristics and includes conditions and activities that promote, protect, and preserve health.
- 2.6 Community Resilience:** the sustained ability of people and communities to withstand, adapt to, and recover from adversity.
- 2.7 Consent Decree:** on February 29, 2019, the California Attorney General (AG) together with the California Air Resources Board (CARB), the Los Angeles City Attorney, the County of Los Angeles and the Los Angeles County Counsel (together, County) entered into a Consent Decree with the Southern California Gas Company (SoCal Gas) to resolve litigation regarding the Aliso Canyon Disaster. Under the Consent Decree, SoCal Gas is subject to injunctive terms and has paid \$119,500,00 in mitigation, supplemental environmental projects (SEPs), civil penalties, and costs.<sup>a</sup>
- 2.8 Enhanced Air Monitoring and Environmental Reporting:** the second Supplemental Environmental Project mandated by *The People of the State of California v. Southern California Gas Company's Consent Decree* by the Los Angeles Superior Court on February 25, 2019.
- 2.9 Exposures:** exposures that may have led to health impacts, including an increased risk for adverse health outcomes which include chemicals released during the Aliso Canyon Disaster and well-control attempts; potential exposures to chemicals released as part ongoing, current, and regular operations at the Aliso Canyon gas storage facility; and exposure to social and other stressors arising from the environmental disaster situation and remediation efforts.

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<sup>a</sup> To view the complete Consent Decree, please visit the State of California Department of Justice website: <https://oag.ca.gov/environment/aliso#fund>

- 2.10 Knowledge Translation:** a dynamic and iterative process that includes synthesis, dissemination, exchange and ethically-sound application of knowledge to improve the health of populations. (Canadian Institute of Health Research, 2016)
- 2.11 Older adult:** a person who is or is over 65 years of age.
- 2.12 Person with chronic disease:** a person who has been diagnosed by a health professional with a condition that has lasted one or more years that requires medical attention or limits activities of daily living or both.
- 2.13 Pregnant person:** a person who has an embryo, fetus, or unborn offspring developing within their uterus.
- 2.14 Scientific Oversight Committee (SOC):** an independent body of scientific experts mandated by the Consent Decree that will oversee, guide, and evaluate the Health Study.
- 2.15 Social-Ecological Model:** a framework that considers the complex interplay between various levels of influence on health and well-being. The various levels of influence include individual, relationship, community, and societal factors. (Centers for Disease Control and Prevention, 2021)
- 2.16 Social Health:** the ability to interact and form meaningful relationships and support networks with others. Relationships that are nurturing and supportive are especially important when recovering from stressful or traumatic situations such as environmental disasters.
- 2.17 Well Blowout:** the uncontrolled flow of well fluids and/or formation fluids from the well.

### 3.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met.
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 40, County's Quality Assurance Plan of the Additional Provisions.

### 4.1 Meetings

#### 4.1.1 Meetings with the SOC and Public Health Project Management

Contractor is required to schedule, coordinate, and initiate meetings with both the SOC and Department of Public Health (Public Health) Project Management to provide progress updates and solicit technical guidance and recommendations on research plans for the duration of the Health Study. The meetings shall occur on a quarterly basis with both the SOC and Public Health Project Management in attendance at each meeting. Additional meetings can be held on an as needed basis. The Contractor shall develop meeting agendas and provide meeting minutes that document specific items that need to be addressed.

### 4.2 County Observations

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

## 5.0 RESPONSIBILITIES

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

### COUNTY

#### 5.1 Personnel

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

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alteration of Terms/Amendments.
- 5.1.4 Public Health will work closely with Contractor on all administrative and contractual aspects of the Health Study.

## **5.2 Furnished Items**

The Contractor will be provided with environmental data collected by Public Health during and/or following the Aliso Canyon Disaster that the Contractor and/or subcontractor(s) determines is needed for the proposed research.

### **SCIENTIFIC OVERSIGHT COMMITTEE (SOC)**

## **5.3 Personnel**

The SOC will oversee the Health Study and provide technical guidance to the Contractor for the length of the Health Study. Specific duties include:

- 5.3.1 Providing direction and technical guidance to the Contractor on all programmatic aspects of the Health Study including research plans, methods, analyses, and interpretation of findings.
- 5.3.2 Evaluating research progress and merits of continuing the Health Study (refer to Section 8.4)
- 5.3.3 Providing feedback to Contractor on materials that require the SOC's review and approval within a reasonable amount of time, depending on the type and length of the materials to be reviewed.

### **CONTRACTOR**

Contractor shall assign a sufficient number of employees to perform all required work outlined below. Contractor shall be required to document and notify Public Health within five business days of any change in staffing.

## **5.4 Required Personnel**

### **5.4.1 Project Manager**

Contractor shall assign a full-time Project Manager to function as the central point of contact with the County and shall have the full authority to act on behalf of the Contractor on all matters relating to the daily operation of the Contract.

Contractor shall assign a designated alternate, with comparable experience to the Project Manager, to serve in the Project Manager's absence.

Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing. Contractor shall provide a telephone number where the Project Manager or the designated alternate may be reached on an eight hour per day basis.

Project Manager shall have a minimum of five years of full-time experience within the past eight years, coordinating research project(s) and/or programs preferably with multi-million-dollar budgets. The Project Manager



must possess a bachelor's degree or higher in the field of public health, social and behavioral science, economics, business administration and management, or other relevant of comparable fields.

Specific duties of the Project Manager include but are not limited to:

- Contract management and compliance throughout the duration of the Health Study program including managing of subcontractors;
- Reviewing and approving Contractor's monthly process progress reports (refer to Section 5.5.1) and coordinating with Public Health for invoicing and payment processing; monitoring program budgets and financials for the contract/subcontracts and contract/subcontract staff;
- Providing contract monitoring and regularly meeting with contract management to ensure that scopes of work are being met in a timely manner; supervising and directing the activities of contract staff and/or subcontractors;
- Developing and submitting monthly process progress reports (refer to Section 5.5.1) to the County Contract Project Monitor for documenting monitoring activities;
- Organizing and coordinating meetings between contract staff and/or subcontractors;
- Organizing and/or coordinating meetings with Public Health, the County, and the SOC; and
- Providing regular program updates to Public Health and the SOC through written reports and meetings.

#### **5.4.2 Principal Investigator(s)**

Contractor shall assign one or more Principal Investigator(s) to the Health Study components outlined in Paragraph 8.0, Specific Work Requirements. Principal Investigator(s) shall be responsible for the overall development, implementation, and management of the Health Study component(s) to which they are assigned.

The Principal Investigator(s) shall have a minimum of five years of experience within the last 10 years conducting research on human health related to the physical environment (environmental health), and a doctoral degree (e.g., Ph.D., M.D.) from an accredited college or university. The Principal Investigator(s) must have at least three first or last authored peer-reviewed publications related to environmental health.

It is expected that Principal Investigator(s) have experience serving as a Principal Investigator on large research studies. If multiple Principal Investigators are assigned, contractor must provide a clear leadership plan.

Duties of the Principal Investigator(s) include, but are not limited to:

- Providing direct supervision to a multidisciplinary team of contract staff and/or subcontractors;
- Developing work plans;
- Establishing performance/completion standards, tracking systems, and deadlines for contract staff and/or subcontractors;
- Leading strategic planning;
- Developing monthly process progress reports (refer to Section 5.5.1) to the County Contract Project Monitor;
- Monitoring the progress of the project and setting achievement goals and objectives;
- Leading the development of project deliverables;
- Managing the development and implementation of community involvement if applicable;
- Communicating technical scientific topics and disseminating research findings to diverse audiences; and
- Coordinating with Public Health to respond to public inquiries and provide periodic updates, briefings and/or presentations to various stakeholders including the SOC, legislative offices, regional and state agencies, and community groups and/or representatives.

The Principal Investigator(s) may designate project employees to conduct one or several of the above duties on their behalf.

## **5.5 Program Administration Core**

The Project Manager, Principal Investigator(s), and support staff, are required to form an Administrative Core which provides guidance in fulfilling the requirements of the Health Study. The Administrative Core oversees the organizational, budgeting, and reporting aspects of the program and provides leadership for the scientific and programmatic activities. To accomplish this, the Administrative Core infrastructure should promote collaboration and cross-disciplinary interactions among all Health Study staff including subcontractors, the Health Study components, and research activities. The structure of the Administrative Core shall provide the Project Manger, Principal Investigator(s), and support staff with a mechanism for:

### 5.5.1 Monitoring Program Implementation

Monitoring Program Implementation includes but is not limited to the following tasks:

- Preparing and submitting monthly process progress reports together with monthly invoice(s);
- Preparing and submitting an annual year-end narrative progress report that includes major accomplishments or milestones and identifies any barriers to complete the work by the proposed timeline and a description of any necessary modifications to the work plan going forward;
- Managing the quality of research and services performed by developing and implementing a quality control plan and attending regular meetings with the SOC to solicit scientific and technical guidance;
- Ensuring that research is guided by best practices and that staff have necessary and appropriate training;
- Coordinating research activities and integrating cross-disciplinary research via the Contractor and/or subcontractor(s) meetings to discuss research progress, solicit feedback, and provide recommendations as needed for the length of the Health Study;
- Coordinating with the SOC and Public Health;
- Ensuring annual performance evaluations are conducted on all staff budgeted and performing services under the Contract to ensure program staff are meeting job duties as required.

### 5.5.2 Completing Contractual and Fiscal Management Responsibilities

Completing contractual and fiscal management responsibilities includes but is not limited to submitting monthly invoices and maintaining backup expense documentation. The Contractor can make budget adjustments with Public Health's approval. All changes must be made in accordance with Contract, Paragraph 8, Alteration of Terms/Amendments. Upon request, complete contract review and audit by the Contract Monitoring Section (CMS), including preparation and maintenance of documents for fiscal audit. *(Note: agencies are randomly selected by Public Health and may not be required to participate)*

## **5.6 Materials, Supplies, Equipment, Professional Services, and/or Travel Expenses**

- 5.6.1 The purchase of all materials, supplies, and/or equipment to provide the needed services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment etc., must have been clearly identified in the program budget and budget justification and must have been approved in advance by the Public Health's Project Director or designee in order to be eligible for cost reimbursement.
- 5.6.2 Any and all materials and equipment purchased under the Contract are the property of the County and must be returned to the County in good working order at the end of the Term of the Contract.
- 5.6.3 Contractor shall provide Public Health, at least annually, and as requested in writing by Public Health, a list of equipment purchased with funding through this Contract. For the purpose of this Contract, equipment is defined as an item with a unit cost of five thousand dollars (\$5,000) or more.
- 5.6.4 Anticipated travel, mileage, and communication expenses should be included in the budget and budget justification to be approved by Public Health.
- 5.6.5 Anticipated professional services including but not limited to consulting, legal, graphic design, and meeting facilitation, shall be included in the budget and budget justification to be approved by Public Health.
- 5.6.6 In no event shall the County be liable or responsible for payment for materials, equipment, travel expenses, and professional services purchased absent the required prior written approval.

## **5.7 Training**

- 5.7.1 Contractor shall provide all staff with HIPAA training and refresher courses as applicable. All staff are also required to complete Institutional Review Board (IRB) or have a current IRB training certification.
- 5.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.
- 5.7.3 Contractor shall document training activities. Training documentation shall include, but are not limited to: date, time, and location of staff training; training topic(s); name of attendees and level of staff participation.

## 5.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call. If teleworking, the Contractor shall provide a mobile number in the company's name to receive and respond to inquiries between the hours of 8:00 a.m. to 5:00 p.m.

## 6.0 HOURS/DAY OF WORK

Contractor shall conduct services/activities five days a week during their proposed hours of operation. The Contractor shall be required to submit days and hours of operation to the County for approval prior to beginning services under the contract. The Contractor shall be required to submit and comply with the approved days and hours of operation and notify the County of all observed holidays (i.e., office closure dates). The Contractor is not required to provide services on County-recognized holidays. The County will provide a list of the County holidays to the contractor at the time the contract is approved, and annually, at the beginning of the calendar year.

## 7.0 WORK SCHEDULES

- 7.1 Contractor shall submit for review and approval a work schedule to the Public Health's Project Manager within 10 days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 7.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Public Health's Project Manager for review and approval within five (5) working days prior to scheduled time for work.

## 8.0 SPECIFIC WORK REQUIREMENTS

Contractor shall be responsible for providing the following services as outlined below. Approach to required services are expected to be scientifically robust and responsive to the Health Study goals. Additionally, the approach to required services are expected to address multiple potential health outcomes of concern related to the Aliso Canyon Disaster and other priorities identified by the impacted communities and SOC. Information on feedback received from the impacted communities is available on the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/index.htm>.

The Contractor and/or subcontractor(s) shall complete a research plan that consists of the following three components: the Health Study(s) that include exposure assessment, and health, quality of life and well-being assessment(s) as indicated in Paragraph 8.1, Health Study(s) Sub-Components; data integration and management as indicated in Paragraph 8.2, Data Core; and community stakeholder communications as indicated in Paragraph 8.3, Community Stakeholders Communications. The research plan shall be outlined in the Scope of Work (Appendix A-2) and include objectives, specific tasks, proposed timeline, method of evaluation, party responsible, and documentation for evaluation.

## **8.1 Health Study(s) Sub-Components**

Contractor and/or subcontractor(s) shall conduct a Health Study(s), to evaluate the impacts of chemical exposures related to the Aliso Canyon Disaster and other disaster-related stressors on: acute, intermediate, and/or chronic physical health outcomes, mental health outcomes, and quality of life and well-being, including behavioral health; social health, and community health and/or resilience.

Additionally, the Health Study(s) shall include both quantitative and qualitative research and shall take a social-ecological approach to the investigation of impacts to health, quality of life and well-being. It is anticipated that an interdisciplinary team approach incorporating interrelated projects will be better positioned to understand the interplay and impact of multiple stressors on human health and well-being and potential underlying mechanisms for detected impacts.

### **8.1.1 Data Sources and Collection**

- 8.1.1.1 Contractor and/or subcontractor(s) may use existing data sources – such as healthcare utilization and medical records-based data, cancer registry data, vital statistics data (e.g., birth and death certificates), exposure estimates derived from the exposure assessment (see Paragraph 8.4.1 Exposure Assessment), and air monitoring to be conducted as part of the Enhanced Air Monitoring and Environmental Reporting Supplemental Environmental Project (SEP) - in an appropriate study design(s) to evaluate the potential impacts of chemical exposures and disaster-related stressors on health outcomes. You can find existing data, reports and research related to the Aliso Canyon Disaster and Gas Storage Facility Operations at:  
<http://publichealth.lacounty.gov/eh/docs/healthresearch/existing-data-information.pdf>

8.1.1.2 Contractor and/or subcontractor(s) shall collect primary data to successfully achieve their aims. The Contractor and/or subcontractor(s) may use appropriate and validated clinical or physiological evaluations, appropriate and validated laboratory testing (using accepted and validated biomarkers), biospecimen repositories, appropriate and validated subject data collection methods (such as key informant interviews, questionnaires, and surveys), appropriate exposure assessment methods (such as soil vapor surveys, soil deposition or air dispersion modeling), and social and demographic data (such as population movement into and out of the area, demographic profile, and presence of vulnerable populations).

Data collection may include self-reported exposures (e.g., natural gas odors) and health outcomes or indicators (e.g., subclinical psychological disease states). "Appropriate" here means data-collection and testing modalities that are consistent with good scientific and laboratory practice, in common use by scientific investigators, and not novel or specially constructed for this Health Study alone. "Validated" here means that the test parameters of the method are generally known or well-quantified with respect to sensitivity, specificity, reliability (accuracy and precision), and limitations.

### **8.1.2 Study Populations**

The Health Study(s), should include one or more well-defined study populations. Since the consequences of toxicological exposures on human health are particularly pertinent to vulnerable populations, the Contractor is strongly encouraged to address these groups, such as children, older adults, pregnant and/or nursing persons, people with underlying chronic disease, and communities of people of color or lower socioeconomic status. Additionally, at least one study population should focus on vulnerable populations with the highest likelihood of adverse outcomes associated with exposure to toxic substances during and/or following the disaster. The Contractor and/or subcontractor(s) shall use appropriate methods to identify residents at greatest risk as determined by the exposure assessment (see Paragraph 8.1.4, Exposure Assessment) or other data sources.

### **8.1.3 Community Involvement**

Contractor and/or subcontractor(s) are strongly encouraged to review community input collected prior to the release of the RFP which can found on the Health Study website:

<http://publichealth.lacounty.gov/eh/healthresearch/cag.htm>. Additionally, the Contractor and/or subcontractor(s) shall solicit additional input from community stakeholders to support successful development and implementation of the proposed Health Study(s) and optimize the extent to which the research is meaningful to the impacted communities.

Input shall be solicited from a wide range of community stakeholders, either on an ongoing basis or at specific time points using best practices of community engagement. For example, community input can be used to inform the development of research plans, protocols, data collection tools and materials as appropriate and applicable to the proposed study design, to ensure research approaches that are acceptable to the impacted communities. Information on the lived experiences of community members who have been impacted by the Aliso Canyon Disaster can also be used at other time points throughout the health study(s) to support accurate knowledge production.

Community stakeholders are individuals who were impacted by the Aliso Canyon Disaster and/or by ongoing operations and may include, but are not limited to, residents of communities neighboring the Aliso Canyon gas storage facility, individuals who worked indoors or outdoors within the impacted communities during the blowout, and representatives of local schools, neighborhood councils and/or associations, businesses, social, cultural, and/or spiritual groups, and racial, ethnic, and linguistic minorities in the impacted area.

**The Health Study(s) shall include the following subcomponents, as applicable:**

#### **8.1.4 Exposure Assessment**

8.1.4.1 Contractor and/or subcontractor(s) shall assess potential toxic exposures (chemical, radiologic, or other) to residents in the communities neighboring the Aliso Canyon facility. The exposure assessment shall quantify toxic exposures experienced by residents of impacted communities before, during, and after the Disaster with as much specificity as possible. Using advanced exposure modeling to quantify toxic exposures is highly encouraged. The Contractor and/or subcontractor(s) may include environmental data collection, such as soil vapor surveys. An essential element of the exposure assessment is that the results shall be made readily available to the public. For example, model estimates can be made available via a user-friendly web portal



which allows users to query model results based on geographic location and/or other pertinent variables.

- 8.1.4.2 The exposure assessment shall incorporate the study of exposure pathways, such as the mechanism(s) by which gas historically and/or currently may be escaping from the facility, and control for confounding factors, such as proximity to freeways and other sources of natural gas and constituents.
- 8.1.4.3 Contractor and/or subcontractor(s) are encouraged to use exposure assessment results to conduct a human health risk assessment of cancer and non-cancer health outcomes. If conducted, the health risk assessment shall focus on populations with the highest likelihood for exposure to the pollutants, chemicals and other potential pollutants during and/or following the Disaster.
- 8.1.4.4 Exposure assessment implementation activities shall include but are not limited to:
- Obtaining approval from the SOC on the exposure assessment plan (and health risk assessment plan, if applicable). The plan shall include but is not limited to the following tasks: selecting and compiling all pertinent data collected before, during, and after the course of the Disaster and if needed, collecting additional primary data; and assessing exposure including quantity and duration of exposure.
  - If applicable, the health risk assessment plan shall include the use of exposure estimates to assess dose-response relationships of identified toxicants.
  - Securing IRB approval from all participating institutions' IRBs as needed.
  - Creating and uploading a data set of exposure estimates and other relevant measures to the data repository (refer to Paragraph 8.2) for use by contract staff and/or subcontractors.
  - Completing a thorough draft report on the methods used, the findings, and the conclusions and implications of the exposure modeling (and health risk assessment if applicable) and submitting the draft report for peer-review by a body of third-party independent experts.<sup>b</sup>

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<sup>b</sup> The peer-review panel will consist of subject matter experts who do not have financial or other special interests in the outcome of the review that could impair the objectivity of the review.

- Addressing peer-review comments, making necessary revisions and submitting the updated draft report to the SOC for final review and approval.
- Disseminating findings in accordance with the approved community stakeholder communications plan (refer to Paragraph 8.3) as well as providing public access to exposure assessment results.

### **8.1.5 Health, Quality of Life and Well-Being Assessment(s)**

Contractor and/or subcontractor(s) shall assess the health, quality of life and well-being of the residents of communities neighboring the Aliso Canyon gas storage facility. Communities within a five-mile radius south of the facility include Porter Ranch, Granada Hills, Chatsworth, and Northridge. Results of the exposure assessment (see Paragraph 8.1.4, Exposure Assessment) shall inform the health outcomes assessment(s) and may also be used to inform quality of life and well-being assessment(s).

8.1.5.1 Areas of research interest for consideration to assess health outcomes include but are not limited to:

- Associations between current and/or past Aliso Canyon Disaster exposures, including concurrent exposures, and increases in risk and/or occurrences of cancer, respiratory, immunologic, neurologic, cardiovascular and mental health conditions, adverse birth outcomes, and worsened pre-existing chronic conditions;
- Associations between current and/or past Aliso Canyon Disaster exposures, including concurrent exposures, and increases in risk and *changes* in individual health status or chronic pre-existing conditions (such as asthma, chronic obstructive pulmonary disease, cardiovascular disease; and behavioral and/or mental health) based on evaluation and/or tracking of clinical data;
- Impact of the disaster on self-reported health status and the health of animals and/or pets<sup>c</sup>; and
- Changes in healthcare or service utilization

8.1.5.2 Areas of research interest for consideration to assess quality of life and well-being include but are not limited to:

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<sup>c</sup>Animals and/or pets include service animals and household pets owned by residents of the communities surrounding the Aliso Canyon gas storage facility.

- Associations between disaster-related stressors (such as residential and school relocations), trauma, and/or economic impacts (such as such as job absenteeism, loss of income, and job loss) and behavioral health indicators such as physical activity level, sleep, substance use, self-care and chronic disease self-management; and
- The impact of the disaster on social health, community health, functioning, and resilience.

8.1.5.3 Health, quality of life and well-being assessment(s) implementation activities shall include but may not be limited to obtaining approval from the SOC on the health, quality of life and well-being assessment(s) plan(s). The plan(s) shall outline, in detail, the research question(s), methodologies, and specific tasks.

The plan(s) shall include but is not limited to the following tasks:

- Finalizing data collection protocols, tools, and materials with input the SOC and submitting to the SOC and IRBs for approval;
- Pilot testing data collection protocols, tools, and materials, and revising as necessary;
- Selecting and compiling pertinent existing data if applicable;
- Collecting primary data using the tested and approved data collection tools; and
- Using appropriate qualitative and/or statistical analysis methods to assess relationships between exposures and/or disaster-related stressors and impacts on health, quality of life and well-being.

8.1.5.4 Securing Institutional Review Board (IRB) approval from all participating institution's IRBs as needed.

8.1.5.5 Completing a thorough draft research report of the health, quality of life and well-being assessment(s), that includes but is not limited to an introduction/background section, research question(s), methodology/instruments/study design used, documentation of implementation decisions including changes to protocols, findings/results, conclusions, implications, and a bibliography and

submitting the report for peer-review by a body of third-party independent experts<sup>d</sup>.

8.1.5.6 Addressing peer-review comments, making necessary revisions, and submitting the updated draft research report to the SOC for final review and approval.

8.1.5.7 Disseminating findings in accordance with the approved community engagement and communications plan (see Paragraph 8.3, Community Stakeholder Communications).

## 8.2 Data Core

The Contractor and/or subcontractor(s) shall implement, update, and maintain a data repository for the duration of the Health Study. The data repository shall house all available data pertinent to and informative for the exposure assessment (see Paragraph 8.1.4, Exposure Assessment) and the health, quality of life and well-being assessment(s) (see Paragraph 8.1.5, Health, Quality of Life and Well-Being Assessment(s)) and may include air monitoring data.<sup>e</sup>

8.2.1 Contractor and/or subcontractor(s) shall access the repository to upload new data, download existing data, and edit data as needed. The data repository may also include a web portal that allows contractor's staff and/or subcontractors to query the data by multiple variables.

8.2.2 Data core implementation activities shall include but are not limited to:

Obtaining approval from the SOC on the proposed data integration and management plan. The data integration and management plan shall include quality control and data security measures to protect personal identifying information and personal health information for both qualitative and quantitative data and shall also include, but shall not be limited to, the following tasks: selecting, compiling, cleaning, and coding all pertinent data collected before, during, and after the course of the blowout; to the degree allowable, integrating the data into a secure relational database; and upon completion of the Health Study, submitting cleaned, de-identified dataset(s) and the respective codebook(s) to Public Health.

Additional tasks may include:

Developing a user-friendly web portal that allows data to be accessed by contract staff, and/or subcontractors, and developing informational

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<sup>d</sup> The peer-review panel will consist of subject matter experts who do not have financial or other special interests in the outcome of the review that could impair the objectivity of the review.

<sup>e</sup> Refer to a summary of existing data related to the Aliso Canyon Disaster and gas storage facility available on the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/hrs.htm>

resources to support the use of the database including a codebook, 'read me' file(s), a frequently asked questions webpage, etc.

8.2.3 Providing technical support to data repository, and web portal users if applicable, for the duration of the Health Study.

8.2.4 Updating the data repository with new data as available for the duration of the Health Study.

8.2.5 Maintaining the data repository, and web portal tools and resources if applicable, for the duration of the Health Study.

### **8.3 Community Stakeholder Communications**

Due to the community concerns about the Aliso Canyon Disaster and the potential for future disasters, the Contractor and/or subcontractor(s) shall develop and implement a community stakeholder communications plan that includes knowledge translation strategies to disseminate research findings to diverse audiences.

The community stakeholder communications plan must ensure that research findings related to community health and resilience are transferred to the communities impacted, entities responsible for monitoring oil and gas facilities, and entities responsible for community preparedness, response, and recovery.

The Contractor shall coordinate with Public Health program staff and the Public Health Office of Communications and Public Affairs to inform community stakeholders about the Health Study, respond to public inquiries, and disseminate research findings.

#### **8.3.1 Deliverables:**

8.3.1.1 In addition to detailed technical reports in Paragraph 8.1.4, Exposure Assessment and Paragraph 8.1.5, Health, Quality of Life and Well-Being Assessment(s), and making exposure assessment results readily available to the public (refer to Paragraph 8.1.4, Exposure Assessment) deliverables to be included in the community stakeholders communications plan shall include but not be limited to:

- Semi-annual progress updates;
- PowerPoint or poster presentation(s); and
- Final summary report in lay language (Flesch reading ease score of 70 or higher, or equivalent) that includes an introduction/background section, research questions, methods

used, findings, conclusions, implications and recommendations of the Health Study(s) conducted.

8.3.1.2 Contractor and/or subcontractor(s) may also be requested to communicate findings through various other channels and formats (e.g., meetings, press releases, policy briefs among others). Study results shall be reported to the SOC, Public Health, and the community prior to presentation elsewhere or submission of manuscripts for publication in peer reviewed manuscripts. In addition, the Contractor and/or subcontractors shall provide the SOC and Public Health advance notice and the opportunity to review research manuscripts before their submission to peer-reviewed scientific journals.

8.3.1.3 Implementation activities shall include the following:

Obtaining approval from the SOC on the community stakeholder communications plan. The plan shall include but is not limited to the following tasks:

- Periodically developing public-facing progress updates and content for the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/index.htm>;
- Participating in community events (e.g., community meetings, town halls, open houses) that are organized and facilitated by Public Health and disseminating research findings to stakeholders once the findings have been peer-reviewed and finalized.

8.3.1.4 Using knowledge translation strategies and best practices in risk and science communications when providing the required community stakeholder communications deliverables.

## **8.4 Evaluating Merits for Continuing Health Study**

As mandated by the Consent Decree, at the conclusion of the third year of the Health Study, the SOC will evaluate the merits of continuing the Health Study and estimate how many additional years are warranted by no later than 60 days into the fourth year of the Health Study. If the SOC concludes that the Health Study should be continued, then it shall continue for another year. Following the initial evaluation, the SOC will conduct evaluations on an annual basis with a formal determination on whether to continue the Health Study to be made not more than 60 days into the next 12-month period of the Health Study, until the

Health Study's completion. If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the Contract, not incur further expense, and return any unspent funds to the County.

#### **8.5 Provide Post-Health Study Consultation to the SOC and Public Health**

Upon conclusion of the Aliso Canyon Disaster Health Research Study, Contractor shall provide consultation to the SOC and Public Health as needed to respond to any additional questions or inquiries until the end of the Contract term.

**APPENDIX A-2  
PROPOSER'S SCOPE OF WORK WORKSHEET**

**ALISO CANYON DISASTER HEALTH RESEARCH STUDY RFP #2022- 003**

**PROPOSER'S NAME:** \_\_\_\_\_

**SECTION 1 - GENERAL INSTRUCTIONS AND GUIDELINES**

Proposer **must** submit a completed Appendix A-2 - Proposer's Scope of Work with its proposal. There should be at least one completed table for each of the components as outlined in paragraphs 8.1, 8.2, and 8.3 in the Statement of Work (refer to Appendix A-1). Columns A through C of the Proposer's Scope of Work are the deliverables which the selected Contractor and/or subcontractor(s) shall be required to provide under any resultant Contract. Proposer must complete Section 2 – Proposer's Scope of Work Worksheet columns A through F.

**Objectives (Column A):** The Objectives (Column A) outline the main objectives and services that the selected Contractor will be required to provide under any resultant Contract. These should be Specific, Measurable, Achievable, and Realistic "SMART" objectives.

**Specific Tasks (Column B):** The Specific Tasks (Column B) outline the specific tasks that the selected Contractor will implement to achieve the associated Objective (Column A).

**Proposed Timeline (Column C):** The Proposed Timeline (Column C) outlines the timeline in which the Specific Tasks (Column B) shall be completed for the associated Objectives (Column A). **Proposer needs to provide a response with a timeline to be completed within the proposed contract period<sup>1</sup>** with respect to Column C. Please note that timelines for the specified Objectives (Column A) can overlap if needed.

**Methods of Evaluation (Column D):** The Methods of Evaluation (Column D) requires the Proposer to propose their Methods of Evaluation that will describe how the Specific Tasks (Column B) will be documented and monitored. The information provided under Column D will be utilized by Public Health Program Management and the County Contract Project Monitor to determine if the Objective along with the Specific Tasks have been met by the selected Contractor under any resultant Contract.

**Party Responsible (Column E):** The Party Responsible (Column B) requires the Proposer to propose the personnel responsible for the completion of the associated Specific Task (Column D) and Objective (Column A). The Proposer may propose subcontractor(s) in the place or personnel.

**Documentation for Evaluation (Column F):** **The Documentation for Evaluation (Column D) requires the proposer to propose the materials related to the Methods of Evaluation (Column D) that will be submitted to the Public Health Program Management and the County Contract Project Monitor to determine if the Objective along with the Specific Tasks have been met by the selected Contractor by the proposed timeline under any resultant Contract.**

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<sup>1</sup> The | contract period will be up to five (5) years with the option to extend for up to three (3) additional one-year periods based on the project needs and recommendation of the Scientific Oversight Committee (SOC).



**APPENDIX A-2  
PROPOSER'S SCOPE OF WORK WORKSHEET**

**ALISO CANYON DISASTER HEALTH RESEARCH STUDY RFP #2022- 003**

**SECTION 2 – PROPOSER'S SCOPE OF WORK WORKSHEET**

**Note:** Objective 1 is provided as a sample only. The Proposer is not required to copy the sample when completing the Scope of Work Worksheet. Please complete the Scope of Work Worksheet to reflect your approach.

**SAMPLE ONLY**

**PROPOSER'S NAME:** UNIVERSITY OF ABC

**HEALTH STUDY PROJECT TITLE:** ALISO CANYON DISASTER HEALTH RESEARCH STUDY: STUDY OF RESPIRATORY HEALTH OUTCOMES

**RESEARCH QUESTION AND/OR GOAL:** DOES LIVING WITHIN A FIVE MILE RADIUS OF THE ALISO CANYON GAS STORAGE FACILITY INCREASE THE RISK FOR DEVELOPING AND/OR EXACERBATING RESPIRATORY CONDITIONS AMONG SUSCEPTIBLE POPULATIONS? ASSESS THE IMPACT OF THE ALISO CANYON BLOWOUT ON THE RISK OF RESPIRATORY CONDITIONS IN THOSE LIVING WITHIN A FIVE MILE RADIUS OF THE FACILITY.

<b>COLUMN A Objectives</b>	<b>COLUMN B Specific Tasks</b>	<b>COLUMN C Proposed Timeline</b>	<b>COLUMN D Methods of Evaluation</b>	<b>COLUMN E Party Responsible</b>	<b>COLUMN F Documentation for Evaluation</b>
<b>Objective 1: by year 2, conduct a study to determine the impact of exposure to oil and gas chemicals and pollutants on the respiratory health of residents within a five-mile radius of the Aliso Canyon gas storage facility.</b>	Review the existing data and literature.	By month 3.	Complete an existing data and literature review.	Principal Investigator(s)	<ul style="list-style-type: none"> <li>Submit a completed data and literature review by month 3.</li> </ul>
	Refine and finalize research methodologies as needed.	By month 5.	Finalize the research study plan.	Principal Investigator(s)	<ul style="list-style-type: none"> <li>Submit the finalized the research study plan by month 5.</li> </ul>
	Submit a research study plan that includes the research question, study sample, and detailed methodologies to Public Health and the SOC for approval.	By month 5.	Submit research study plan.	Program Manager(s) and/or designee.	<ul style="list-style-type: none"> <li>Submit research study plan by month 5.</li> </ul>
	Collect primary data, including from households within the area, as needed.	By month 11.	Complete household surveys or interviews and focus group transcripts, and, where appropriate, medical records review.	Program Manager(s)	<ul style="list-style-type: none"> <li>Submit completed survey/interview and focus group transcripts and provide written confirmation that data has been entered into the data repository by month 11.</li> <li>Submit completed summary of the medical records review and written confirmation</li> </ul>

					that the data has been entered into the data repository by month 15.
	Conduct data analyses according to the approved research study plan.	By month 17.	Complete data analyses and outline preliminary results in a draft research manuscript.	Principal Investigator(s)	<ul style="list-style-type: none"> <li>• Submit draft research manuscript with preliminary results by month 17.</li> </ul>
	Develop preliminary findings and recommendations based on the preliminary results.	By month 18.	Develop preliminary findings and recommendations and incorporated into the draft research manuscript.	Principal Investigator(s)	<ul style="list-style-type: none"> <li>• Submit research manuscript with preliminary findings and recommendations by month 18.</li> </ul>
	Present the draft research manuscript to the SOC for feedback.	By month 18.	Present draft research manuscript during a meeting between the SOC and Contract/subcontractor staff.	Principal Investigator(s)	<ul style="list-style-type: none"> <li>• Submit meeting notes that includes SOC feedback by month 18.</li> </ul>
	Incorporate feedback from the SOC and peer-researchers as needed.	By Month 20.	Feedback incorporated into draft research manuscript.	Principal Investigator(s)	<ul style="list-style-type: none"> <li>• Submit revised draft manuscript by month 20.</li> </ul>
	Provide revised draft research manuscript to Public Health for third-party, independent peer-review.	By month 22.	Revised draft manuscript provided to Public Health.	Program Manager(s)	<ul style="list-style-type: none"> <li>• Provide revised draft manuscript for third-party, independent peer-review by month 22.</li> </ul>
	Incorporate peer-reviewers feedback as appropriate and submit final, peer-reviewed research manuscript to Public Health.	By month 24.	Finalized, peer-reviewed research manuscript submitted to the SOC and Public Health.	Principal Investigator(s)	<ul style="list-style-type: none"> <li>• Submit finalized, peer-reviewed research manuscript to Public Health by month 23</li> </ul>

**APPENDIX A-2  
PROPOSER'S SCOPE OF WORK WORKSHEET**

**ALISO CANYON DISASTER HEALTH RESEARCH STUDY RFP #2022- 003**

**PROPOSER'S NAME:** \_\_\_\_\_

**HEALTH STUDY PROJECT TITLE:** \_\_\_\_\_

**RESEARCH QUESTION OR GOAL:** \_\_\_\_\_

<b>COLUMN A Objectives</b>	<b>COLUMN B Specific Tasks</b>	<b>COLUMN C Proposed Timeline</b>	<b>COLUMN D Methods of Evaluation</b>	<b>COLUMN E Party Responsible</b>	<b>COLUMN F Documentation for Evaluation</b>

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES  
RFP #2022-003**

**BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS**

The budget description below provides general information regarding line items in approved budget categories and may not include all required or recommended line items. Additional instructions and assistance to develop a detailed Budget Narrative will be provided before the start of the contract. All budget requests will be subject to review and approval by Public Health.

**The combined total of the proposed Fiscal Year Budgets shall not exceed the maximum amount of \$21,000,000.**

**The contract term shall not exceed 5 years, and proposers may include a shorter contract term according to their proposed research study timeline. The fourth year and fifth year of the contract are subject to and contingent upon the Scientific Oversight Committee (SOC)'s approval to continue the Health Study. SOC's determination to continue the Health Study for the fourth year and fifth year will occur no later than 60 days into the fourth year and no later than 60 days into the fifth year, respectively. If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the contract, not incur further expense, and return any unspent funds to the County.**

**Budget Justification Instructions**

Proposer **must** submit one budget and one corresponding budget justification for each proposed Fiscal Year of research (the contract period shall not exceed five years). **For the purposes of budget planning, assume year 1 will have an effective date of July 1, 2022 through June 30, 2023 (twelve months). Fiscal Years 2 through 5 are also twelve-month periods. The number of Fiscal Years may vary depending on the proposed research timeline but shall not exceed five years.**

Utilizing the Line-Item Budget Summary Templates (Appendix B-1 – Attachments A-I, A-II, A-III, A-IV, and A-V), Proposer must provide a line-item budget and brief budget justification that includes the following line-items if applicable:

- a. Full-Time and Part-Time Salaries (Proposers are advised that salaries and employee benefits provided on the budget should **only** include staff who will be providing services under any resultant Contract);
- b. Employee Benefits;
- c. Subcontractors
- d. Non-Capitol Equipment and Supplies;
- e. Materials;
- f. Travel and Mileage;
- g. Building and Space;
- h. Maintenance; and
- i. Indirect Costs.

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In addition, the Proposer must provide a brief budget justification for each of the amounts entered on the budget. The budget justification narrative must provide sufficient detail to enable the reviewer to determine how they arrived at each proposed cost and how each line item will assist in providing the proposed program services.

The budget and budget justification **must**:

1. Be submitted utilizing the format provided and include accurate calculations (refer to Appendix B-1 – Attachments A-I, A-II, A-III, A-IV, and A-V);
2. Budget Justification must be clear and in line with the line-item budget and explain how each of the costs fiscally supports the activities in Appendix A-2, Proposer’s Scope of Work, staffing requirements, organizational requirements, necessary supplies, and any one-time costs;
3. Be feasible and cost-effective for the required quantity and quality of activities in Appendix A-2, Scope of Work; and
4. Include the following staff:
  - a. Project Manager – at least one (1) staff member @ 1.0 full-time equivalent (FTE). Please see Appendix A-1, Statement of Work for details regarding educational background requirements and job duties for this position.
  - b. Principal Investigator – at least one (1) staff member @ 1.0 FTE. Please see Appendix A-1, Statement of Work for details regarding educational background requirements and job duties for this position.

**Total Budget Cost Requested (Bid Amount) Instructions**

Once Proposer has completed the individual Line-Item Budget Summary pages, transfer the totals for each fiscal year to the Total Budget Costs Requested (Bid Amount) (Appendix B-1 – Attachment VI) and provide the total for all the fiscal years requested. The Total Budget Cost will represent Proposer’s Total Bid Amount requested for their proposed research study.

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**Budget Categories**

**A. SALARIES**

***Full-Time Employees***

Full-time employees are employed by the agency and work 40 hours per week (1.0 FTE). They do not have to be allocated at 1.0 FTE to the Aliso Canyon Disaster Health Research Study Services contract, but are considered full-time employees by their employer.

***Part-Time Employees***

Part-time employees are employed by the agency and work less than 40 hours per week (less than 1.0 FTE).

**B. EMPLOYEE BENEFITS**

Employee benefits include FICA, Unemployment, Worker's Compensation, Health Benefits, retirement, and any additional benefits provided.

**C. SUBCONTRACTORS**

Includes the costs of subcontracts and consultant services supporting or related to implementing the proposed Health Study Plan.

**D. NON-CAPITAL EQUIPMENT/SUPPLIES**

***Office Supplies***

Includes, but not limited to, pens, papers, folders, staples, paper clips, tape, envelopes, etc. necessary to meet Scope of Work deliverables. A list of allowable items will be provided.

***Postage***

Includes costs associated with mailing and shipping, such as stamps, priority mail, and shipping services.

***IT Equipment***

Includes information technology equipment, such as laptop computers, desktop computers, printers, computer monitors, scanners, computer software, cameras, mice, keyboards, flash drives, and similar supplies and equipment. A list of allowable items and their maximum reimbursable costs will be provided.

***Research Equipment and Data***

May include environmental sampling supplies and equipment, medical supplies, laboratory supplies and equipment, and costs of obtaining existing data on potential chemical exposures and health outcomes (e.g., obtaining hospital discharge data from a local hospital).

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## **E. MATERIALS**

### ***Printing and Duplication***

Includes costs associated with printing and duplicating program materials not already available in printed form, such as posters, reports, and other communications materials.

### ***Certifications and Trainings***

Includes cost of certifications and trainings, including HIPAA and IRB, which are necessary to implement the Health Study and if applicable, conduct human subject research.

### ***Translations***

Includes costs of translation and interpretation services.

## **F. TRAVEL/MILEAGE**

### ***Travel***

Includes costs associated with travel related to Aliso Canyon Disaster Health Research Study Services deliverables, including transportation costs (flights, car rental, taxi/rideshare etc.), lodging, and per diem to attend meetings, conferences, trainings, or other approved activities.

### ***Mileage***

Includes cost of mileage related to implementing Aliso Canyon Disaster Health Research Study Services. This may be calculated by multiplying the estimated number of miles each employee will be required to travel by the lower of the Proposer's current mileage rate or the County's prevailing rate (Los Angeles County mileage reimbursement rate is currently 52 cents per mile).

## **G. BUILDING/SPACE**

### ***Rent/Lease***

Includes costs associated with renting or leasing office space for employees to work on the Aliso Canyon Disaster Health Research Study.

### ***Storage***

Includes cost of storage for program materials and supplies.

## **H. MAINTENANCE**

### ***Telecommunications***

Includes cost of phones and phone lines, internet, and internet hardware.

### ***Utilities***

Includes cost of utilities, such as power, water, gas, and electricity.

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***Building Maintenance***

Includes cost of building maintenance fees, such as maintenance staff and services.

**I. INDIRECT COST**

**(Max 35% of Personnel Cost including Fringe Benefits)**

Indirect costs (also called overhead costs) are determined through a variety of rates or “cost allocation plans.” For this contract, indirect cost rates will be computed by multiplying the Total Direct Cost (i.e., Personnel Cost or Total Salaries including Fringe Benefits) by the indirect cost rate. If a contractor includes rent/lease, utilities, and/or building maintenance in their Total Direct Cost, indirect cost must be calculated using Modified Total Direct Cost instead of Total Direct Cost. Modified Total Direct Cost is Total Direct Cost minus rent/lease, utilities, and building maintenance.

**J. TOTAL FISCAL YEAR BUDGET**

Add Total Budget Amounts for Budget Categories A – I

***NOTE: If recommended for funding, the Proposer will be asked to provide a detailed line-item budget and additional justification in the narrative. Proposer may also be required to modify proposed budget, budget justification, and/or Scope of Work.***



**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES  
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**LINE-ITEM BUDGET SUMMARY TEMPLATE**

**Fiscal Year 1: July 1, 2022 – June 30, 2023**

<b>PROPOSER'S NAME:</b>	
<b>A. SALARIES</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>B. EMPLOYEE BENEFITS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>C. SUBCONTRACTORS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>D. NON-CAPITAL EQUIPMENT/SUPPLIES</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>E. MATERIALS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES  
RFP #2022-003**

**LINE-ITEM BUDGET SUMMARY TEMPLATE**

**Fiscal Year 1: July 1, 2022 – June 30, 2023**

<b>PROPOSER'S NAME:</b>	
<b>F. TRAVEL/MILEAGE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>G. BUILDING/SPACE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>H. MAINTENANCE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as need)</i> :	
<b>I. INDIRECT COST</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>J. TOTAL FISCAL YEAR 1 BUDGET:</b>	<b>\$</b>

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES  
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**LINE-ITEM BUDGET SUMMARY TEMPLATE**

**Fiscal Year 2: July 1, 2023 – June 30, 2024**

<b>PROPOSER'S NAME:</b>	
<b>A. SALARIES</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>B. EMPLOYEE BENEFITS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>C. SUBCONTRACTORS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>D. NON-CAPITAL EQUIPMENT/SUPPLIES</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>E. MATERIALS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
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**LINE-ITEM BUDGET SUMMARY TEMPLATE**

**Fiscal Year 2: July 1, 2023 – June 30, 2024**

<b>PROPOSER'S NAME:</b>	
<b>F. TRAVEL/MILEAGE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>G. BUILDING/SPACE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>H. MAINTENANCE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>I. INDIRECT COST</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>J. TOTAL FISCAL YEAR 2 BUDGET:</b>	<b>\$</b>

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
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**LINE-ITEM BUDGET SUMMARY TEMPLATE**

**Fiscal Year 3: July 1, 2024 – June 30, 2025**

<b>PROPOSER'S NAME:</b>	
<b>A. SALARIES</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):	
<b>B. EMPLOYEE BENEFITS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):	
<b>C. SUBCONTRACTORS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):	
<b>D. NON-CAPITAL EQUIPMENT/SUPPLIES</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):	
<b>E. MATERIALS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):	

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
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**LINE-ITEM BUDGET SUMMARY TEMPLATE**

**Fiscal Year 3: July 1, 2024 – June 30, 2025**

<b>PROPOSER'S NAME:</b>	
<b>F. TRAVEL/MILEAGE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>G. BUILDING/SPACE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>H. MAINTENANCE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as need)</i> :	
<b>I. INDIRECT COST</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>J. TOTAL FISCAL YEAR 3 BUDGET:</b>	<b>\$</b>

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES  
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**LINE-ITEM BUDGET SUMMARY TEMPLATE**

**Fiscal Year 4: July 1, 2025 – June 30, 2026<sup>1</sup>**

<b>PROPOSER'S NAME:</b>		
<b>A. SALARIES</b>	<b>TOTAL BUDGET AMOUNT:</b>	<b>\$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):		
<b>B. EMPLOYEE BENEFITS</b>	<b>TOTAL BUDGET AMOUNT:</b>	<b>\$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):		
<b>C. SUBCONTRACTORS</b>	<b>TOTAL BUDGET AMOUNT:</b>	<b>\$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):		
<b>D. NON-CAPITAL EQUIPMENT/SUPPLIES</b>	<b>TOTAL BUDGET AMOUNT:</b>	<b>\$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):		
<b>E. MATERIALS</b>	<b>TOTAL BUDGET AMOUNT:</b>	<b>\$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):		

<sup>1</sup> Funding for Fiscal Year 4 is subject to and contingent upon Scientific Oversight Committee's approval to continue the Health Study.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES  
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**LINE-ITEM BUDGET SUMMARY TEMPLATE**

**Fiscal Year 4: July 1, 2025 – June 30, 2026<sup>1</sup>**

<b>PROPOSER'S NAME:</b>	
<b>F. TRAVEL/MILEAGE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>G. BUILDING/SPACE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>H. MAINTENANCE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as need)</i> :	
<b>I. INDIRECT COST</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>J. TOTAL FISCAL YEAR 4 BUDGET:</b>	<b>\$</b>



**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES  
RFP #2022-003**

**LINE-ITEM BUDGET SUMMARY TEMPLATE**

**Fiscal Year 5: July 1, 2026 – June 30, 2027<sup>2</sup>**

<b>PROPOSER'S NAME:</b>	
<b>A. SALARIES</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):	
<b>B. EMPLOYEE BENEFITS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):	
<b>C. SUBCONTRACTORS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):	
<b>D. NON-CAPITAL EQUIPMENT/SUPPLIES</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):	
<b>E. MATERIALS</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification ( <i>use additional sheets as needed</i> ):	

<sup>2</sup> Funding for Fiscal Year 5 is subject to and contingent upon Scientific Oversight Committee's approval to continue the Health Study.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES  
RFP #2022-003**

**LINE-ITEM BUDGET SUMMARY TEMPLATE**

**Fiscal Year 5: July 1, 2026 – June 30, 2027<sup>2</sup>**

<b>PROPOSER'S NAME:</b>	
<b>F. TRAVEL/MILEAGE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>G. BUILDING/SPACE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>H. MAINTENANCE</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>I. INDIRECT COST</b>	<b>TOTAL BUDGET AMOUNT: \$</b>
Write a brief narrative justification <i>(use additional sheets as needed)</i> :	
<b>J. TOTAL FISCAL YEAR 5 BUDGET:</b>	<b>\$</b>

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES  
RFP #2022-003**

**Total Budget Cost Requested (Bid Amount)**

**PROPOSER'S NAME:**

<b>FY 1 (12 months)</b>	<b>FY 2 (12 months)</b>	<b>FY 3 (12 months)</b>	<b>FY 4 (12 months)</b>	<b>FY 5 (12 months)</b>	<b>Total Budget Cost (Bid Amount)</b>
\$	\$	\$	\$	\$	\$

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



**APPENDIX C – SAMPLE CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**ALISO CANYON DISASTER HEALTH RESEARCH STUDY  
SERVICES**

**DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES CONTRACT**

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**STANDARD EXHIBITS**

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program
- Exhibit H –COVID-19 Vaccination Certification of Compliance

**UNIQUE EXHIBITS**

- Exhibit I – Charitable Contributions Certification



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

**DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES CONTRACT**

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

by and between COUNTY OF LOS ANGELES (hereafter  
"County")

and \_\_\_\_\_  
(hereafter "Contractor").

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

WHEREAS, (enter date of DA Memo or authorization document), the Board authorized County's Director of the Department of Public Health (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for Aliso Canyon Disaster Health Research Study ("Health Study") services to preserve and protect the public's health; and

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

WHEREAS, the County has been allocated funds from a consent decree resulting from a lawsuit of The People of the State of California v. Southern California Gas Company approved by the Los Angeles Superior Court on February 25, 2019; and

WHEREAS, in accordance with the Supplemental Environment Projects (SEP) Agreement attached as Appendix D to the *People vs. the SoCal Gas* Consent Decree ("Consent Decree"), funds that are not used or encumbered for their intended purpose by April 2029, will be returned to the Aliso Fund. Any encumbered funds that will be expended after April 2029 will require the approval of the Aliso Fund Committee, as described in the SEP Agreement, and must be expended no later than ten years from the date that this Contract is entered. Any remaining amount will be returned to the Aliso Fund and

WHEREAS, under the SEP Agreement, at the conclusion of the third year of the Health Study, the Scientific Oversight Committee ("SOC") will evaluate the merits of continuing the Health Study and estimate how many additional years are warranted by no later than 60 days into the fourth year of the Health Study. If the SOC concludes that the Health Study should be continued, then it shall continue for another year. Following the initial evaluation, the SOC will conduct evaluations on an annual basis with a formal determination on whether to continue the Health Study to be made not more than 60 days into the next 12-month period of the Health Study, until the Health Study's completion. If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the Contract, not incur further expense, and return any unspent funds to the County.

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

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

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide Aliso Canyon Disaster Health Research Study services for compensation, as set forth herein; and

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

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, and H 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
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Exhibit G – Jury Service Program

Exhibit H – COVID-19 Vaccination Certification of Compliance

Unique Exhibits

Exhibit I – Charitable Contributions Certification

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A, and the Scope(s) 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 Exhibit A (Statement of Work) and Exhibit B (Scope(s) 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 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 \_\_\_\_\_ and shall continue in full force and effect through \_\_\_\_\_, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The fourth year and fifth year of this Contract, from \_\_\_\_\_ through \_\_\_\_\_, are subject to and contingent upon the Scientific Oversight Committee (SOC)'s approval to continue the Health Study. SOC's determination to continue the Health Study for the fourth year and fifth year will occur no later than 60 days into the fourth year and no later than 60 days into the fifth year, respectively. If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the Contract, not incur further expense, and return any unspent funds to the County. Pursuant to the TERMINATION FOR CONVENIENCE, Paragraph of this Contract, the County may terminate the Contract.

The Contractor shall notify (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 (Program Office) at the address herein provided in \_\_\_\_\_.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of \_\_\_\_\_ through \_\_\_\_\_, the maximum obligation of County for all services provided hereunder shall not exceed

\_\_\_\_\_ (\$ \_\_\_\_\_), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. 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 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.

C. 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, NOTICES.

D. 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 A and/or Exhibit B and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall invoice the County monthly in arrears. All invoices shall include a financial invoice and all required reports and/or data. All invoices 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. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Invoices shall be submitted directly to 5050 Commerce Drive, Baldwin Park, California 91706.

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 invoice 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(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 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(s) for deficiency(ies) not corrected.

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

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time,

Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

Fiscal Viability: 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.

H. Local Small Business Enterprises – Prompt Payment Program:  
Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or

within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

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

8. ALTERATION OF TERMS/AMENDMENTS:

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

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each

budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. 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 indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the

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

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

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

(THIS VERSION IS FOR CONTRACTORS THAT ARE UNIONIZED)

COUNTY EMPLOYEES' RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's contracts with

its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this



Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor 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") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming 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 Subcontractor 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 Section  
5555 Ferguson Drive, 3<sup>rd</sup> Floor, Suite 3031  
Commerce, California 90022  
Attention: Manager Contract Monitoring Section

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 Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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 name of 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. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: 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. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to

this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

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

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

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

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

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

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance 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: Contractor shall maintain insurance, or qualified self-insurance, satisfying statutory requirements; including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is: (1) an employee leasing temporary staffing firm; or (2) a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice shall be provided to the 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. 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. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 Million per claim and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

14. OWNERSHIP OF MATERIALS, SOFTWARE, DATA 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, all works based thereon, incorporated therein, or derived therefrom, and all data thereto shall be joint property of County and Contractor.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes joint rights, title, and interest in and to all such items including, but not limited to, all unrestricted 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 jointly assign and transfer to County in perpetuity Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted copyrights and all renewals and



extensions thereof, and any deviation or changes regarding copyright shall be jointly approved by County and Contractor.

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's data and research-related documents 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 data and respective codebook(s) except where prohibited by data use agreements, and such research-related documents 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. 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, research report(s), final data set(s), respective codebook(s), advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. PUBLIC REPORTING: . The Contractor will provide reports, publications, presentations and other public releases resulting from work performed under this Contract to Public Health for review at least thirty (30) calendar days prior to publication and will identify the proposed recipients. During the first twenty (20) calendar days of such review period, Public Health may provide notice to the Contractor the intention to rebut some or all aspects of the presentation, publication or other media release. Public Health will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipients identified by the Contractor. Within the review period, Public Health may provide feedback to the Contractor; the Contractor should consider such feedback, but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Contract or by any applicable law. Any of the above referenced time periods may be modified upon agreement of both parties involved. Neither party may unreasonably deny such requests.

All materials, public announcements, literature, audiovisuals, printed materials, reports and publications produced in association with this contract shall

include an acknowledgement that funding for such public announcements, literature, audiovisuals, printed materials, reports and publications was provided in full by the Los Angeles County Department of Public Health and secured through a consent decree agreement between the County of Los Angeles, County Counsel for the County of Los Angeles, the Los Angeles City Attorney, the California Attorney General, and the California Air Resources Board with SoCal Gas. The contents do not represent the official views or policies of the State, County, or City.

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), scientific/academic presentations (e.g., symposia, posters), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

Any publication or public release of information should only contain de-identified data. Sharing of any data with sensitive information including personal identifying information shall require prior approval from the County and a Data Use Agreement with the recipient to protect confidentiality of the research participants.

Contractor shall notify Public Health and the Office of Communications and Public Affairs not less than twenty (20) working days before any public or media event, physical or electronic (web page, social media, etc.), publicizing the accomplishments and/or results of this Contract, and provide the opportunity for attendance and participation by the Department's representatives. Additionally, Contractor shall inform Public Health and the Office of Communications and Public Affairs as soon as possible

but not more than 24 hours or if after being contacted by media for an interview or written response to a media inquiry.

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) 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. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

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 seven (7) 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. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of 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 Public Health 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. Independent Audit: 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 Public Health 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/are 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 papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide



for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director 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(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

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

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for

those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within 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 contract obligation.

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than 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. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

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

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by 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.

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004," increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. 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)

18B. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, 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 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.

18C. DATA DESTRUCTION:

A. Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor 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 NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor 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.

19. CONSTRUCTION: 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.

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

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

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

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health  
Program Name  
Division  
Address Line 1  
Address Line 2

Attention: Project Director

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

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

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

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

23. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or 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.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, 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.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract or be placed and/or assigned within the Department of Public Health. During the term of 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.

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

B. The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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.

25. AUTHORIZATION WARRANTY: 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.

26. BUDGET REDUCTIONS: 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.

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

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

A. Within 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 business days of mailing to the complainant.

29. COMPLIANCE WITH APPLICABLE LAW:

A. 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.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

30. COMPLIANCE WITH CIVIL RIGHTS LAW: 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.

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

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

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 (5) 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 forty (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.

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

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

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

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

33. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

34. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of

Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

35. 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.

36. 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](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and the Department of Workforce Development, Aging and Community Services at [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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. Contractor Hearing Board: 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. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

38. 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. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org)

39. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD 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).

40. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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.

41. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

42. 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.

43. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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.

44. 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.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

45. DATA ENCRYPTION;

Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security

Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph DATA ENCRYPTION shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

46. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Health, shall decide whether to approve exemption requests.

47. COUNTERPARTS ELECTRONIC SIGNATURES AND

REPRESENTATIONS: This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS AND TERMS/AMENDMENTS Paragraph and received via communications facilities, (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

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

49. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

50. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR 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.

51. 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.

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

53. 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.

54. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: 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 Public Health at any time during the term of this Contract.

55. NONDISCRIMINATION IN SERVICES:

A. 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 Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where

federal funds are involved. 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.

56. NONDISCRIMINATION IN EMPLOYMENT:

A. 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 this 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 Department of Fair Employment and Housing 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 this 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.

57. NON-EXCLUSIVITY: 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.

58. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

59. 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.

60. 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.

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

62. 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.

63. 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.

64. 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 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.

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

65. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all 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. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all 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 filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all 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. Protection of Property in Contractor's Custody: 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. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all 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.

66. 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.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or

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

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

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

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

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

67. REPORTS: 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.

68. 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.

69. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early 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 Public Health 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.

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

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor 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.

71. SUBCONTRACTING:

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

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

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

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

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

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

B. Director shall review Contractor's request to subcontract and shall determine, in his/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 indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. 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.

72. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph, 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, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

73. TERMINATION FOR CONVENIENCE: The performance of services under 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 or if the Scientific Oversight Committee does not approve continuation of the Health Study for the fourth year or fifth year of the Health Study.. 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 seven (7) years after final settlement under this Contract, in accordance with Paragraph, 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.

74. TERMINATION FOR DEFAULT: 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, 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.

75. 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 Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

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.

76. TERMINATION FOR INSOLVENCY: 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 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.

77. 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.

78. 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.

79. TIME OFF FOR VOTING: 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 Elections Code Section 14000.

80. UNLAWFUL SOLICITATION: 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.

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

82. 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.

83. 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.



84. 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.

85. 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, 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.

86. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL:

A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons

working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

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

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

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

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

- (1) Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by

the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

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

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

E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit H (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
Contractor

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

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

Title \_\_\_\_\_

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RODRIGO A. CASTRO-SILVA  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

#00XXXX

## **APPENDIX C – SAMPLE CONTRACT**

### **STANDARD EXHIBITS**

- A STATEMENT(S) OF WORK (NOT ATTACHED TO SAMPLE)
- B SCOPE(S) OF WORK (NOT ATTACHED TO SAMPLE)
- C BUDGET(S) (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION
- E CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
- G JURY SERVICE PROGRAM
- H COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

### **UNIQUE EXHIBITS**

- I CHARITABLE CONTRIBUTIONS CERTIFICATION

**STATEMENT(S) OF WORK**

**NOT ATTACHED TO SAMPLE**

**SCOPE(S) OF WORK**

**NOT ATTACHED TO SAMPLE**



**BUDGET(S)**

**NOT ATTACHED TO SAMPLE**

**CONTRACTOR'S EEO CERTIFICATION**

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

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Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE  
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”).

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement (“Business Associate Agreement”) between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other

manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION



2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from

the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012,**

[PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov), that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official

making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

**6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall

require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected



Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## 8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the

receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH

INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information

collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## 10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## 11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

#### **14. INDEMNIFICATION**

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF A COVERED ENTITY**

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

## 16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

## 17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the

other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON  
TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is feasible or that Protected Health



Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

## 19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health

Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services

arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under,

and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

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

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

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

### **2.203.050 Other Provisions.**

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

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

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 –**  
**Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor**  
**Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
(the "Contractor"), certify that on County Contract \_\_\_\_\_ [ENTER  
CONTRACT NUMBER AND NAME]:

\_\_\_\_\_ All Contractor Personnel on this Contract are fully vaccinated as required by  
the Ordinance.

\_\_\_\_\_ Most Contractor Personnel on this Contract are fully vaccinated as required by  
the Ordinance. The Contractor or its employer of record, has granted a valid medical or  
religious exemption to the below identified Contractor Personnel. Contractor will certify  
weekly that the following unvaccinated Contractor Personnel have tested negative within  
72 hours of starting their work week under the County Contract, unless the contracting  
County department requires otherwise. The Contractor Personnel who have been granted  
a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have authority to bind the Contractor, and have reviewed the requirements above  
and further certify that I will comply with said requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor Name



## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

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

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

**OR**

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

---

Signature

---

Date

---

Name and Title of Signer (please print)

**APPENDIX D**

**REQUIRED FORMS**

**FOR**

**ALISO CANYON DISASTER HEALTH RESEARCH  
STUDY SERVICES**

**RFP #2022-003**

## EXHIBITS

- 1 PROPOSER'S CHECKLIST
- 2 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION
- 3 PROPOSER'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY QUALIFICATIONS FORM
- 4 PROSPECTIVE CONTRACTOR REFERENCES
- 5 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 6 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 7 CERTIFICATION OF NO CONFLICT OF INTEREST
- 8 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 9 REQUEST FOR PREFERENCE PROGRAM CONSIDERATION (**INTENTIONALLY OMITTED**)
- 10 PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION
- 11 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 12 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
- 13 CHARITABLE CONTRIBUTIONS CERTIFICATION (2004 NON-PROFIT INTEGRITY ACT (SB 1262, CHAPTER 919))
- 14 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 15 ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION
- 16 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION
- 17 PROPOSER'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS
- 18 PROSPECTIVE CONTRACTOR PENDING LITIGATION AND/OR JUDGMENTS
- 19 ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

## Proposer's Checklist

<b>PROPOSER'S NAME</b> (Legal Full Name):		
<b>PROPOSAL NUMBER</b>	RFP #2022-003	
<b>PREPARATION OF THE PROPOSAL</b>		
Section 7.8	Proposer submitted one electronic copy of the entire proposal in Adobe Acrobat or Portable Document Format (PDF), with no security provisions	<input type="checkbox"/> Yes
<b>PROPOSAL FORMAT</b>		
Section 7.9.1	Proposer submitted a Proposal Title Page that:	
	1.) bears the words " <b>ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES, RFP #2022-003</b> ";	<input type="checkbox"/> Yes
	2.) includes the Proposer's legal name.	<input type="checkbox"/> Yes
	Proposer submitted a Cover Letter that includes:	
	1.) a statement that the proposal submitted is in response to " <b>ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES, RFP #2022-003</b> ";	<input type="checkbox"/> Yes
	2.) the proposal's annual budget amount requested;	<input type="checkbox"/> Yes
3.) a statement indicating whether or not the Proposer intends to perform the contract as a single Proposer or intends to use subcontractor(s)/consultant(s). If Proposer will utilize subcontractor(s)/consultant(s) to perform any of the services, Proposer must identify each proposed subcontractor(s)/consultant(s);	<input type="checkbox"/> Yes	
4.) a statement that the Proposer will bear sole and complete responsibility for all work required under this RFP;	<input type="checkbox"/> Yes	
5.) the name, telephone number, email address, and facsimile number of the Proposer's representative/contact person for the submission; and	<input type="checkbox"/> Yes	
6.) the signature of the organization's Chief Executive Officer, or other authorized designee.	<input type="checkbox"/> Yes	
Section 7.9.2	Table of Contents - List all material included in the proposal	<input type="checkbox"/> Yes

**PROPOSER'S QUALIFICATIONS – Section A**

Section 7.9.3	<b>Proposer's Organization Questionnaire/Affidavit and Community Business Enterprise Information (Section A.1)</b>		
	Exhibit 2: Proposer's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information	<input type="checkbox"/> Yes	
	<b>Required Support Documents: Corporations or Limited Liability Company (LLC) (Section A.1)</b>		
	Copy: Certificate of Good Standing	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
	Conformed Copy: Statement of Information	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
	<b>Required Support Documents: Limited Partnership (Section A.1)</b>		
	Conformed Copy: Certificate of Limited Partnership; or	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
	Application for Registration of Foreign Limited Partnership	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
	<b>Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications (Section A.2)</b>		
	Exhibit 3: Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form	<input type="checkbox"/> Yes	
	<b>Proposer's References (Section A.3)</b>		
	Exhibit 4: Prospective Contractor References	<input type="checkbox"/> Yes	
	Exhibit 5: Prospective Contractor List of Contracts	<input type="checkbox"/> Yes	
	Exhibit 6: Prospective Contractor List of Terminated Contracts	<input type="checkbox"/> Yes	
	<b>Proposer's Pending Litigation and Judgments (Section A.4)</b>		
	Exhibit 18: Prospective Contractor Pending Litigation and/or Judgments	<input type="checkbox"/> Yes	
	<b>Financial Capability (Section A.5)</b>		
	Copies: Company's annual financial statements issued for the last three years.	<input type="checkbox"/> Yes	
	<b>PROPOSER'S STAFFING PLAN, TECHNICAL ABILITIES, AND ORGANIZATIONAL CAPACITY - Section B</b>		
	Section 7.9.4	A narrative provided (15 pages maximum [not including CVs, Biographical sketches, and organizational chart]).	<input type="checkbox"/> Yes

<b>PROPOSER'S APPROACH TO PROVIDE REQUIRED SERVICES - Section C</b>		
Section 7.9.5	A narrative provided (30 pages maximum [not including tables or figures]).	<input type="checkbox"/> Yes
<b>PROPOSER'S SCOPE OF WORK – Section D</b>		
Section 7.9.6	A completed Appendix A-2, Proposer's Scope of Work for each component in paragraph 8.1, 8.2, 8.3 of Appendix A-1, Statement of Work, provided.	<input type="checkbox"/> Yes
<b>PROPOSER'S BUDGET AND BUDGET JUSTIFICATION - Section E</b>		
Section 7.9.7	A completed Appendix B-1, Proposer's Budget and Budget Justification, provided.	<input type="checkbox"/> Yes
<b>PROPOSER'S QUALITY CONTROL PLAN - Section F</b>		
Section 7.9.8	<p>A comprehensive Quality Control Plan provided that includes:</p> <ul style="list-style-type: none"> <li>• Activities to be monitored;</li> <li>• Monitoring methods to be used;</li> <li>• Frequency of monitoring;</li> <li>• Samples of forms to be used in monitoring;</li> <li>• Title/level and qualifications of personnel performing monitoring functions; and</li> <li>• Documentation methods of all monitoring results, including any corrective action taken.</li> </ul>	<input type="checkbox"/> Yes  <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes
<b>TERMS AND CONDITIONS IN THE SAMPLE CONTRACT, AND REQUIREMENTS OF THE STATEMENT OF WORK: ACCEPTANCE OF/OR EXCEPTIONS TO - Section G</b>		
Section 7.9.9	Exhibit 19: Acceptance of Terms and Conditions Affirmation, or	<input type="checkbox"/> Yes
	Statement of Exceptions to Contract and/or Statement of Work requirements	<input type="checkbox"/> Yes <input type="checkbox"/> NA
<b>PROPOSAL REQUIRED FORMS - Section H</b>		
Section 7.9.10	Exhibit 1: Proposer's Checklist	<input type="checkbox"/> Yes
	Exhibit 7: Certification of No Conflict of Interest	<input type="checkbox"/> Yes
	Exhibit 8: Familiarity with the County Lobbyist Ordinance Certification	<input type="checkbox"/> Yes
	Exhibit 10: Proposer's Equal Employment Opportunity (EEO) Certification	<input type="checkbox"/> Yes

	Exhibit 11: Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/> Yes
	Exhibit 12: County of Los Angeles Contractor Employee Jury Service Program – Certification Form and Application for Exception	<input type="checkbox"/> Yes
	Exhibit 13: Charitable Contributions Certification	<input type="checkbox"/> Yes
	Exhibit 14: Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<input type="checkbox"/> Yes
	Exhibit 15: Zero Tolerance Policy on Human Trafficking Certification	<input type="checkbox"/> Yes
	Exhibit 16: Compliance with Fair Chance Employment Hiring Practices Certification	<input type="checkbox"/> Yes
	Exhibit 17 Proposer's Compliance with Encryption Requirements	<input type="checkbox"/> Yes

<b>Vendor Survey Questionnaire</b> Optional Survey: Your feedback is greatly appreciated.	
Vendor Name (Optional):	
How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check box(es) that apply.	
❖ Social Media (e.g., Twitter, Facebook, etc.)	<input type="checkbox"/> Yes
❖ Department of Public Health Workshop	<input type="checkbox"/> Yes
❖ County Vendor Fair	<input type="checkbox"/> Yes
❖ Contracting Opportunity flyer	<input type="checkbox"/> Yes
❖ Email Notification	<input type="checkbox"/> Yes
❖ Website (Department of Public Health Contracts and Grants)	<input type="checkbox"/> Yes
❖ Other Website ( <i>Please describe below</i> ):	<input type="checkbox"/> Yes
❖ Other ( <i>Please describe below</i> ):	<input type="checkbox"/> Yes
<b>Thank you!</b>	



**REQUIRED FORMS - EXHIBIT 2**  
**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

**Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

1. Is your firm a corporation or limited liability company (LLC)?  **Yes**  **No**  
If yes, complete:  
Legal Name (found in Articles of Incorporation) \_\_\_\_\_  
State \_\_\_\_\_ Year Inc. \_\_\_\_\_
2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:  
\_\_\_\_\_
3. Others (e.g., governmental agencies, school districts, educational institutions, and hospitals, etc.):  
Type of Entity: \_\_\_\_\_
4. Is your firm doing business under one or more DBA's?  **Yes**  **No**  
If yes, complete:
- | <b>Name</b> | <b>County of Registration</b> | <b>Year became DBA</b> |
|-------------|-------------------------------|------------------------|
| _____       | _____                         | _____                  |
| _____       | _____                         | _____                  |
5. Is your firm wholly/majority owned by, or a subsidiary of another firm?  **Yes**  **No**  
If yes, complete:  
Name of parent firm: \_\_\_\_\_  
State of incorporation or registration of parent firm: \_\_\_\_\_
6. Has your firm done business as other names within last five (5) years?  **Yes**  **No**  
If yes, complete:  
Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_  
Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_
7. Is your firm involved in any pending acquisition or mergers, including the associated company name?  
 **Yes**  **No** If yes, provide information:  
\_\_\_\_\_  
\_\_\_\_\_

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

**REQUIRED FORMS - EXHIBIT 2**  
**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

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

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

## REQUIRED FORMS - EXHIBIT 2

### COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE			
1	The information requested below is for statistical			
<b>Total Number of Employees in California:</b>				
<b>Total Number of Employees</b> (including owners):				
<b>Race/Ethnic Composition of Firm.</b> Enter the make-up of Owners/Partners/Associate Partners into the following categories:				
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed	
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino			%	%
Asian or Pacific Islander			%	%
American Indian			%	%
Filipino			%	%
White			%	%

TITLE	REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

**REQUIRED FORMS – EXHIBIT 3**

**PROPOSER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY QUALIFICATIONS FORM**

Proposer must demonstrate its ability to meet **each** of the Proposer’s Minimum Mandatory Qualifications (MMQs) outlined in Section 3.0, Proposer’s MMQs, of this Request for Proposals **by the date on which proposals are due**. Proposer should document all relative experience and qualifications to demonstrate compliance with the Proposer’s MMQs. Proposer acknowledges and certifies that firm meets and will comply with the MMQs as stated in Section 3.0 of this Request for Proposals, as listed below. **Subcontractor(s) and/or consultant(s) may be used to meet 3.2, 3.3, and 3.4 of the Proposer’s MMQs.**

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

<b>RFP Ref.</b>	<b>RFP QUALIFICATIONS</b>
3.1	The proposing entity must have a minimum of five years of experience, within the last 10 years, conducting and/or overseeing and/or coordinating research on human health related to the physical environment (environmental health).
<p><b>Check the appropriate box:</b></p> <p><input type="checkbox"/> <b>Yes.</b> Proposer does meet the experience requirement stated above.</p> <p><input type="checkbox"/> <b>No.</b> Proposer does not meet the experience requirement stated above.</p> <p><i>Proposer must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary).</i></p>	
Indicate Years of Experience from _____ to _____ mm/yr. mm/yr.	

**RFP  
Ref.**

**RFP QUALIFICATIONS**

**3.2**

The Principal Investigator(s) must have a minimum of five years of experience, within the last 10 years, conducting research on human health (i.e., physical and/or behavioral and/or mental health), related to the physical environment (environmental health).

**Check the appropriate box:**

- Yes.** Proposer does meet the requirement stated above. Or  **Yes.** Subcontractor meets the requirements.  
 **No.** Proposer does not meet the requirement stated above.

Proposer must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary). If using Subcontractor or consultant to meet this requirement, please describe such.

**Indicate Years of Experience from** \_\_\_\_\_ **to** \_\_\_\_\_  
mm/yr. mm/yr.

**RFP  
Ref.**

**RFP QUALIFICATIONS**

**3.3**

The Principal Investigator(s) must have a doctoral degree (e.g., PhD, MD) from an accredited college or university.

**Check the appropriate box:**

- Yes.** Proposer does meet the requirement stated above. Or  **Yes.** Subcontractor meets the requirements.  
 **No.** Proposer does not meet the requirement stated above.

Proposer must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary). If using Subcontractor or consultant to meet this requirement, please describe such.

**Proposer must include a diploma copy of Principal Investigator(s) doctoral degree (e.g., PhD, MD)**

3.4

The Principal Investigator(s) must have at least three first or last authored peer-reviewed publications related to environmental health.

**Check the appropriate box:**

- Yes.** Proposer does meet the requirement stated above. Or  **Yes.** Subcontractor meets the requirements.  
 **No.** Proposer does not meet the requirement stated above.

Proposer must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary). If using Subcontractor or consultant to meet this requirement, please describe such.

**Proposer must include the link to the journal publication/the Digital Object Identifier (DOI) or submit an electronic copy of the publication**

**3.5**

**Unresolved Disallowed Costs**

If Proposer’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

County will verify that Proposer does not have unresolved disallowed costs.

- Proposer does not have any unresolved disallowed costs as explained above.**
- Proposer has unresolved disallowed costs as explained above.**

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Proposal are made, the Proposal may be rejected. The evaluation and determination in this area shall be at the Department of Public Health Director’s sole judgment and her judgment shall be final.

**PROPOSER’S AUTHORIZED REPRESENTATIVE, as defined on Cover Page, SIGNATURE (Identify the person authorized to sign on behalf of the Proposer, able to make representations for the Proposer during contract negotiations, and able to legally bind the Proposer).**

Name:	Title:
Signature (blue ink):	Date of Signature:



**REQUIRED FORMS – EXHIBIT 4  
PROSPECTIVE CONTRACTOR REFERENCES**

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

List Five (5) References where the same or similar scope of services were provided. Only list Division of Environmental Health (EH) or EH staff or Scientific Oversight Committee members once. The contact person must be able to answer contractual questions about the services your agency provides. Please let each contact person listed below know to expect a reference request email or phone call from the Department of Public Health Contracts & Grants Division.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Email Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Email Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Email Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Email Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Email Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS – EXHIBIT 5**  
**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

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

List of all non-profit and public entities for which the Contractor has provided similar service within the last five (5) years. Use additional sheets if necessary. Only list Division of Environmental Health (EH) or EH staff or Scientific Oversight Committee members once.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS – EXHIBIT 6**  
**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

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

List of all contracts that have been terminated within the past five (5) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email Address</b>
Name or Contract No.		Reason for Termination:		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email Address</b>
Name or Contract No.		Reason for Termination:		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email Address</b>
Name or Contract No.		Reason for Termination:		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email Address</b>
Name or Contract No.		Reason for Termination:		

**REQUIRED FORMS - EXHIBIT 7**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer Official Title

\_\_\_\_\_  
Official's Signature

**REQUIRED FORMS - EXHIBIT 8**  
**FAMILIARITY WITH THE COUNTY**  
**LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 9  
REQUEST FOR PREFERENCE CONSIDERATION**

**INTENTIONALLY OMITTED**

**REQUIRED FORMS - EXHIBIT 10**

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

**GENERAL**

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

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

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Signature

---

Date

---

Name and Title of Signer (please print)

**REQUIRED FORMS - EXHIBIT 11**  
**ATTESTATION OF WILLINGNESS TO CONSIDER**  
**GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Proposer's Organization: \_\_\_\_\_

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

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

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

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_



## REQUIRED FORMS - EXHIBIT 12

### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For Aliso Canyon Disaster Health Research Study Services: RFP #2022-003		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

#### **Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

#### **Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS - EXHIBIT 13**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

---

Internal Revenue Service Employer Identification Number

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

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

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

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

**OR**

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

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Signature

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Date

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Please Print Name and Title of Signer

**REQUIRED FORMS EXHIBIT 14**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For Aliso Canyon Disaster Health Research Study Services: RFP #2022-003		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS - EXHIBIT 15**

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Aliso Canyon Disaster Health Research Study Services: RFP #2022-003		

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS - EXHIBIT 16**

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Aliso Canyon Disaster Health Research Study Services: RFP #2022-003		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:	
Signature:	Date:	

## REQUIRED FORMS – EXHIBIT 17

### PROPOSER’S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Proposer shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, vendor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

#### COMPLIANCE QUESTIONS

		Documentation Available
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4) Will County data be encrypted when transmitted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5) Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6) Will County data be stored on remote servers*? *cloud storage, Software-as-a-Service or SaaS	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Proposer Name

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Proposer Official Title

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Proposer Signature

**REQUIRED FORMS – EXHIBIT 18**

**PROSPECTIVE CONTRACTOR PENDING LITIGATION AND/OR JUDGMENTS**

**Proposer’s Name:** \_\_\_\_\_

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

Additionally, the Proposer must disclose and explain any event over the past 20 years in which a work product or testimony of the Proposer was rendered inadmissible as evidence in a case: involving a challenge on the basis of Daubert and its progeny; involving a challenge under California’s Frye rule; for any reason involving a challenge to the integrity of data or process; for any reason involving failure to comply with a work plan, specification of deliverables, or legal evidentiary standards; or for any reason involving a matter of law.

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

Please state “Not Applicable” if your agency doesn’t have any pending litigation and/or judgments. \_\_\_\_\_

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

**REQUIRED FORMS – EXHIBIT 19**

**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

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

understands and agrees that a submission of a proposal response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") No. 2022-003, for Aliso Canyon Disaster Health Research Study Services, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP, including the Statement of Work, and any addenda thereto.

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



## REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Solicitation Title: <b>ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES</b>	Solicitation No.: RFP #2022-003

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

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

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

Request submitted by:

\_\_\_\_\_

*(Name)*

\_\_\_\_\_

*(Title)*

### For County use only

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

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

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### **WE RECOGNIZE. . . .**

#### **The importance of small business to the County. . .**

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### **The County can play a positive role in helping small business grow. . .**

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

## IRS NOTICE 1015

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
**Internal Revenue Service**

## Notice 1015

(Rev. December 2020)

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

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 that he or she may be eligible for the EIC.

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

You must give the employee one of the following.

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

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

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

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

An eligible employee claims the EIC on his or her 2020 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2020)  
 Cat. No. 205991

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

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

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

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

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

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

### RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

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

#### 1. LAWS AFFECTING NONPROFITS

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



## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

### 2. SUPPORT FOR NONPROFIT ORGANIZATIONS

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

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

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  1. Chief Executive Office delegated authority agreements under \$50,000;
  2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

**2.202.010 Findings and declaration.****2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.  
(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.020 - Definitions.**

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.  
(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.030 - Determination of contractor non-responsibility.**

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds 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 omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection [2.202.040](#) (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.040 - Debarment of contractors.**

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.



Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
  - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
  - (3) Whether there is a pattern or prior history of wrongdoing.
  - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
  - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
  - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
  - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
  - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
  - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
  - (10) Whether the wrongdoing was pervasive within a contractor's organization.
  - (11) The positions held by the individuals involved in the wrongdoing.

Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

- (12) Whether a contractor participated in, knew of, or tolerated the offense.
  - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
  - (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
  - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
  - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
  - (17) Other factors that are appropriate to the circumstances of a particular case.  
(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.050 - Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

**2.202.060 - Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES  
RFP #2022-003**

**INTENT TO APPLY FORM**

Proposer's/Organization's Name:	
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Proposers **are invited to** complete and submit Appendix M (Intent to Apply Form) by the due date and time specified in Section 7.2 – RFP Timetable, by e-mail transmission (PDF format only) to the County's representative identified below

Proposer shall be solely responsible for verifying their Intent to Apply Form was received by the County representative below. All verifications **must** be requested via e-mail transmission

**Lucía Romero, Contract Analyst  
County of Los Angeles – Department of Public Health  
Contracts and Grants Division  
E-mail: [LucRomero@ph.lacounty.gov](mailto:LucRomero@ph.lacounty.gov)**

**SECTION A: PROPOSER'S RFP CONTACT REPRESENTATIVE (Identify the person who will be the County's point of contact in relation to all notifications related to this RFP.)**

Name:	Title:
Email:	Phone #:
Mailing Address:	City, State, Zip Code:

**SECTION B: PROPOSER'S AUTHORIZED PERSON AND SIGNATURE (Identify the person authorized to sign on behalf of the Proposer and to bind the applicant in the Contract.)**

Name:	Title:
Email:	Phone #:
Mailing Address:	City, State, Zip Code:
Signature (blue ink):	Date of Signature: