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November 20, 2018

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE CONTRACTS FOR HEALTHY FAMILIES AMERICA AND PARENTS  
AS TEACHERS HOME VISITATION PROGRAM SERVICES EFFECTIVE UPON BOARD  
APPROVAL THROUGH MAY 31, 2024  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute 18 Healthy Families America and Parents As Teachers Services contracts to support the Department of Public Health's expansion of Home Visitation Program Services in Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (DPH), or her designee, to execute 10 Healthy Families America (HFA) Home Visitation Program Services contracts, substantially similar to Exhibit I, with qualified agencies selected under a solicitation process to provide home visitation program (HVP) services, in the amounts detailed in Attachment A, effective upon Board approval through May 31, 2020, 100 percent offset by Mental Health Services Act (MHSA) funds.
2. Authorize and instruct the Director of the Department of Public Health (DPH), or her designee, to execute eight (8) Parents As Teachers (PAT) Program Services contracts, substantially similar to Exhibit I, with qualified agencies selected under a solicitation process to provide HVP services, in the amounts detailed in Attachment A, effective upon Board approval through May 31, 2020, 100 percent offset by MHSA funds.
3. Delegate authority to the Director of DPH, or her designee, to execute amendments to the

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

21 November 20, 2018

CELIA ZAVALA  
EXECUTIVE OFFICER



**BOARD OF SUPERVISORS**

Hilke L. Sells

First District

Mark Ridley-Thomas

Second District

Shirley Kuehl

Third District

Janice Hahn

Fourth District

Kathryn Barger

Fifth District

contracts referenced above that extend the term for four (4) years; adjust the term of the contracts six (6) additional months; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 50 percent above or below the 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, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

4. Delegate authority to the Director of DPH, or her designee, to execute change notices to the contracts that authorize modifications to or within budget categories, within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendations 1 and 2 will enable DPH to execute 18 contracts with qualified agencies to support DPH's expansion of HVP services utilizing evidence-based HFA and PAT home visitation models in high priority cities in the eight (8) Service Planning Areas (SPA) in Los Angeles County (LAC). The goal of expanding HVP services is to coordinate successful mental health and family support linkages to prevent trauma risks for young children and to strengthen expectant and parenting families so that children are healthy, safe, and ready to learn.

On December 20, 2016, your Board instructed DPH, in collaboration with the Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA); the LAC Perinatal and Early Childhood Home Visitation Consortium; the LAC Office of Child Protection; the Children's Data Network; and the LAC Departments of Health Services, Mental Health (DMH), Public Social Services (DPSS), Children and Family Services, and Probation, to develop a plan to coordinate, enhance, expand, and advocate for high quality home visiting programs to serve more expectant and parenting families. Due to this collaboration, DPH identified HFA and PAT as the evidence-based home visitation models to enhance and expand HVP services in LAC by integrating mental health services.

Under the recommended contracts, the qualified agencies will provide home visitation services integrating mental health services with fidelity to the HFA and/or PAT evidence-based home visitation models. Services will be provided to high risk and/or high need pregnant or parenting women and their families in areas of highest need in LAC.

Areas of highest need per SPA were identified based on a needs assessment conducted in collaboration with First 5 LA. The needs assessment included factors such as number of births per SPA, domestic violence indicators, and number of home visitation programs in the area.

Approval of Recommendation 3 will allow DPH to execute amendments to extend the term of the contracts for four (4) years, contingent upon the availability of funding, and contractor performance; adjust the term of the contracts; rollover unspent funds; and/or increase or decrease funding up to 50 percent above or below the annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will also enable DPH to amend the contract to adjust the term for a period of up to six (6) months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being

requested to enhance DPH's efforts to expeditiously maximize revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Recommendation 3 will also enable DPH to amend the contract to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of funds and funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the Contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 4 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy I.1 - Increase Our Focus on Prevention Initiative; Objective I.1.6 Increase Home Visitation Capacity, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total program cost for the 18 recommended HVP services contracts is \$22,885,317, consisting of \$8,925,000 for the period effective upon Board approval through June 30, 2019, and \$13,960,317 for the period of July 1, 2019 through May 31, 2020; 100 percent offset by MHSA funds.

There is no net County cost associated with this action.

Funding for these contracts is included in DPH's Final Adopted Budget for fiscal year (FY) 2018-19 and will be included in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On August 16, 2018, DPH entered into a Memorandum of Understanding (MOU) with DMH to support DPH expansion of HVP services in LAC during FYs 2018-20. Under the MOU, DMH will provide funds to support the recommended contracts, temporary personnel, and operating and administrative costs.

Additionally, DPH intends to enter into an MOU with DPSS to implement a new California Work Opportunity and Responsibility to Kids (CalWORKs) home visiting initiative to support positive health, development, and well-being outcomes for pregnant and parenting women, families, and infants born into poverty. DPH and DPSS will utilize HFA and/or PAT home visitation models to serve CalWORKs participants, pending award from the California Department of Social Services. If awarded, DPH will use the requested delegated authority to increase the maximum obligations of the HFA and PAT contracts to allow for HVP services to CalWORKs participants.

As required under Board Policy 5.120, your Board was notified on September 17, 2018 of DPH's request to increase or decrease funding up to 50 percent above or below each term's annual base maximum obligation.

Exhibit I is the contract template approved by County Counsel. Attachment A is a list of the recommended contractors. Attachment B is the contracting opportunity announcement on the County of Los Angeles website. Attachment C is the Community Business Enterprise (CBE) Information Summary for the recommended contractors. Attachment D is the List of High Priority Cities by Service Planning Areas for Home Visitation Program.

## **CONTRACTING PROCESS**

On September 12, 2018, DPH released Request for Applications (RFA) 2018-011 to solicit applications from qualified organizations to expand HVP using HFA and PAT evidence-based models.

The contracting opportunity announcement was posted on the County of Los Angeles Online website (Attachment B) and DPH's Contracts and Grants website, and a Notice of Intent to release the RFA was also sent by electronic mail to 21 vendors listed in DPH's internal list of vendors for HFA and PAT HVP services.

DPH received a total of 18 applications by the submission deadline. Applications were reviewed in accordance with the Review Process outlined in the RFA by a review committee that consisted of representatives from various programs within DPH.

One (1) of the 18 applications was disqualified and deemed non-responsive to the RFA upon determination that they did not meet all the minimum mandatory requirements. The Applicant subsequently requested a Disqualification Review. Upon review, DPH determined Applicant did meet the minimum mandatory requirements and the application was included in the selection process.

As a result of the review process, DPH is recommending 18 contract awards. On October 30, 2018, notifications of the RFA results were sent to the Applicants. DPH has obtained a Letter of Intent from each of the recommended Applicants.

In the RFA, DPH notified agencies that it anticipated recommending 21 agencies for contract awards; however, DPH only received 18 applications. To meet service needs, DPH negotiated with two (2) HFA applicants and one (1) PAT applicant, who indicated they had capacity to serve additional areas, to provide services in multiple SPAs.

Community Business Enterprise Program information as reported by the recommended Applicants is identified in Attachment C. Applicants were selected without regard to gender, race, creed, color or national origin for award of a contract.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DPH to work with the agencies to expand home visitation services in areas of highest need in LAC.

The Honorable Board of Supervisors

11/20/2018

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Respectfully submitted,

A handwritten signature in black ink that reads "Barbara Ferrer". The signature is written in a cursive, flowing style.

Barbara Ferrer, PhD, MPH, MEd

Director

BF:vv

#04418

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**HEALTHY FAMILIES AMERICA/PARENTS AS TEACHERS  
HOME VISITATION PROGRAM**

**DEPARTMENT OF PUBLIC HEALTH  
HEALTHY FAMILIES AMERICA/PARENTS AS TEACHERS HOME VISITATION  
PROGRAM 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 or  
Contractor Acknowledgement, Confidentiality, and Copyright  
Assignment Agreement
- Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

**UNIQUE EXHIBITS**

- Exhibit G – Charitable Contributions Certification

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

**DEPARTMENT OF PUBLIC HEALTH  
HEALTHY FAMILIES AMERICA/PARENTS AS TEACHERS HOME VISITATION  
PROGRAM SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 2018,

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

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

WHEREAS, 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, and G are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any

word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work (Intentionally Omitted)
- Exhibit B – Scope of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or  
Contractor Acknowledgement, Confidentiality, and Copyright  
Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

- Exhibit G – Charitable Contributions Certification

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit B (Scope of Work), attached hereto and incorporated herein by reference.

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

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

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon Board approval and shall continue in full force and effect through May 31, 2020, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify Maternal, Child and Adolescent Health (MCAH) 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 Paragraph 22, NOTICES.

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective upon Board approval through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed Four Hundred Twenty-Five Thousand Dollars (\$425,000), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2019 through May 31, 2020, the maximum obligation of County for all services provided hereunder shall not exceed Six

Hundred Sixty-Four Thousand, Seven Hundred Seventy-Seven Dollars (\$664,777), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

D. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, NOTICES.

E. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall

not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

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

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to MCAH at the address herein provided under Paragraph 22, NOTICES.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in

accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

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

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

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

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



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

G. Withholding Payment:

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

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

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

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

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

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

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

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.

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 fifty percent (50%) 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 Exhibits C-1 and C-2 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 billings 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 Exhibits C-1 and C-2, 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) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required

by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to fifty percent (50%) 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 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibits C-1 and C-2, 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 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 the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

(For the following Paragraphs)-----CHOOSE 1 OF 2-----  
(THIS FIRST VERSION IS FOR CONTRACTORS THAT DO NOT HAVE UNIONIZED EMPLOYEES)

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR 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'S 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") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

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

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by

an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health  
Contract Monitoring Division  
1000 South Fremont Avenue, Building A-9 East, 5<sup>th</sup> Floor, Mailbox 102  
Alhambra, California 91803  
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to

this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

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

breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

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

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 Insurance Services Office ["ISO"] policy form "CG 00 01"),

naming County and its Agents as an additional insured, with limits of not less than:

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If

applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) 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 AND COPYRIGHT:

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

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



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

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

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

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

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

under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: “© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

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

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

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 forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

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

E. Independent Audit: Contractor's financial records shall be audited annually by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards

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

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

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

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of 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 twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

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



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

H. Audit Settlements:

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

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

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum obligation.

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only. Regardless of the amount of costs incurred by contractor, in no event will the County pay or is obligated to

pay contractor more than the fees for the units of service provided up to the contract maximum obligation.

I. 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" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its

obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Los Angeles County Board of Supervisors Policy Manual, Chapter 3, Administration and Government, 3.116 of the Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18C. DATA DESTRUCTION:

A. Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

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

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic

devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18D. COST OF LIVING ADJUSTMENTS (COLA's): If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County

employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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 ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health  
Division of Maternal, Child and Adolescent Health (MCAH)  
600 South Commonwealth Avenue, Suite 800  
Los Angeles, California 90005

Attention: MCAH Director

- (2) Department of Public Health  
Contracts and Grants Division  
1000 S. Fremont Avenue, Unit 101  
Building A-9 East, 5th Floor North  
Alhambra, California 91803

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 his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this

Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

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

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



fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

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

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

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

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

D. 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 ten (10) calendar days written notice to Contractor. In

the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

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

A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

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

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

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

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

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 limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into 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 available on the internet at

<http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as

determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.



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

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 a contractor or 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 COUNTY'S POLICY OF EQUITY: The 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/>). The 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. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the 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 the 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 and GAIN/GROW participants are available for hiring, County employees shall be given first priority as defined in Paragraph 10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST OR COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT.

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 (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. 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 Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. 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 45 (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.

At any time during the duration of the agreement/contract, a 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 the contracting department(s), shall decide whether to approve exemption requests.

47. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to

this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five working days.

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: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) 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 County's Department of Public Health (DPH) - 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 Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

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 Paragraph 55 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 the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

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 Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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 earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his 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, PROPOSALS OR APPLICATIONS: Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids, request proposals, or applications for the continued provision of the services delivered or contemplated under this Contract. County and its

Department of Public Health (DPH) shall make the determination to re-solicit bids, request proposals, or applications 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, proposals, or applications 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, request for proposals, or request for applications 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. 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 39, 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 73, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

72. 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. 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 16, 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.

73. 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 72, 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.

74. TERMINATION FOR GRATUITIES AND/OR IMPROPER

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

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

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

75. 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 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.

76. 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.

77. 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.

78. 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 Section 14000.

79. 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.

80. 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.

81. 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.

82. 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.

83. 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.

84. 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 83, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, or designee, 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 \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
 Home Visitation Program (HVP)  
 Healthy Families America (HFA)**

**SCOPE OF WORK**

TERM: Date of Board Approval – May 31, 2020

CONTRACTOR: \_\_\_\_\_

**Project Goals:**

- 1) The goal of the home visitation is to screen, identify, refer, advocate and coordinate successful mental health and family support linkages thereby preventing trauma risks for young children and strengthening all expectant and parenting families to have healthy, safe and ready to learn children in Los Angeles County.
- 2) Healthy Families America (HFA) contractors will:
  - a. Provide nationally accredited home visiting services to Prevention and Early Intervention priority populations, integrating mental health screening and referrals to support increase in protective factors, decrease in risk factors and promotion of maternal-child well-being.
  - b. Provide leadership and structure for the implementation of the County of Los Angeles DPH-led Home Visiting Program (HVP) of the Contractor.
  - c. Collect and submit required HVP data, and monitor outcome instrument measures and performance-based criteria to show reduction in risk factors and increase in protective factors.

| Objectives                                                                                                                                                                                                         | Activities and Subtasks                                                                                                                                                                              | Timeline                             | Deliverables                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 1. Contractor should maintain accreditation with the national office of HFA, has business in the service planning area (SPA) of targeted service, and have one year minimum of providing home visitation services. | 1.1 HFA model will be used as the sole model for delivery of services. To ensure a clear distinction of the home visitation model used, DPH prefers the Contractor uses a curriculum other than PAT. | Ongoing through May 31, 2020         | 1.1 HFA curriculum will be submitted to DPH for implementation approval.                                                              |
| 2. Contractor will implement the LAC DPH lead HVP using culturally sensitive home visiting practices.                                                                                                              | 2.1 Staff will participate in and complete cultural sensitivity trainings via in person attendance and/or webinar.                                                                                   | Ongoing through May 31, 2020         | 2.1 Training schedules, materials, and attendance records on file. Copies of training certificate completions on file, as applicable. |
|                                                                                                                                                                                                                    | 2.2 Use culturally sensitive materials and translation/interpreter services when necessary.                                                                                                          | Ongoing through May 31, 2020         | 2.2 Maintain samples of materials and directory of translation/interpreter services.                                                  |
|                                                                                                                                                                                                                    | 2.3 Develop and maintain tracking record of translation/interpreter services used.                                                                                                                   | Ongoing through May 31, 2020         | 2.3 Tracking system developed and maintained.                                                                                         |
| 3. Contractor will hire, train and retain staff in compliance with the HFA model, as well as in compliance with                                                                                                    | 3.1 Ensure personnel needed are hired in accordance to the HFA model.                                                                                                                                | Within 3 months of HVP participation | 3.1 Staffing requirement and qualification records on file.                                                                           |

**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
 Home Visitation Program (HVP)  
 Healthy Families America (HFA)**

**SCOPE OF WORK**

| Objectives                                                                                               | Activities and Subtasks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Timeline                                                        | Deliverables                                                                                         |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <p>HVP training requirements and implementation of the screening tools that are required by the HVP.</p> | <p>3.2 Ensure home visiting staff receives or is scheduled for core training on the HFA model.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>Within 3 months of hire</p>                                  | <p>3.2 Training schedules, materials, and attendance records on file.</p>                            |
|                                                                                                          | <p>3.3 Ensure home visiting staff participate and complete or is scheduled for the following trainings:</p> <ul style="list-style-type: none"> <li>a. Safety: Non-violent Crisis Intervention, Safe Driving, and Field Safety</li> <li>b. Capacity Building: Impact of ACEs across the Lifespan, Grief and Loss, and Family Violence</li> <li>c. HVP required Screening Tools: PHQ-9, GAD-7, PAPP, ASQ-SE 2, and ASQ-3</li> <li>d. Administrative: HIPAA, Confidentiality, and Health Care Coverage</li> <li>e. DMH provided training: Mental health First Aid, Youth mental Health First Aid, Impact of Toxic Stress and Promoting Resilience</li> <li>f. Additional trainings that are deemed necessary to assist the home visitors in providing home visits. See Attachment B for list of required trainings.</li> </ul> | <p>Within 3 months of hire</p>                                  | <p>3.3 Training schedules, materials, and attendance records on file.</p>                            |
|                                                                                                          | <p>3.4 Participate in HVP meetings, workgroups, and trainings as directed by the HVP.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Ongoing through May 31, 2020</p>                             | <p>3.4 Training schedules, materials, and attendance records on file.</p>                            |
|                                                                                                          | <p>3.5 Hire and maintain sufficient staff to serve 150 participants per year and adhere to the specific evidence-based model guidelines.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Within 3 months, thereafter ongoing through May 31, 2020</p> | <p>3.5 Report staffing changes to HVP within 5 working days using a template recommended by HVP.</p> |
|                                                                                                          | <p>3.6 Develop and maintain tracking mechanism for staff's training completion.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>Ongoing through May 31, 2020</p>                             | <p>3.6 Tracking system developed and maintained.</p>                                                 |



**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
 Home Visitation Program (HVP)  
 Healthy Families America (HFA)**

**SCOPE OF WORK**

| Objectives                                                                                                                                                                                                                                                                                                           | Activities and Subtasks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Timeline                                                                                                                                                                                                                                                                                  | Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>4. Contractor will reach active caseload of 75 participants (25 clients to one home visitor) within six (6) months of initial HVP implementation and maintain the caseload throughout the duration of the program.</p> <p>* Caseload numbers may be adjusted in consultation with DPH and the national model.</p> | <p>4.1 Services will be provided to high risk and/or high need pregnant or parenting women with one or more of the criteria listed in Attachment A.</p> <p>4.2 Contractor will work with DPH to develop an outreach plan.</p> <p>4.3 Provide outreach to the community.</p> <p>4.4 Receive referrals from appropriate agencies and triage as appropriate to meet the required number of enrolled participants.</p> <p>4.5 Maintain active caseload at capacity.</p> <p>4.6 Accountability for caseload should be maintained. Contractor will be placed on Corrective Action if active caseload capacity is not met at 75% by the sixth month after HFA Model Training and not consistently maintained above 85% of capacity.</p> | <p>Ongoing through May 31, 2020</p> <p>Within 3 months of HVP participation</p> <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p> <p>Within 6 months of implementation, and monthly thereafter</p> <p>Within 6 months of implementation, and monthly thereafter</p> | <p>4.1 Maintain documentation of enrollment criteria in client chart.</p> <p>4.2 Maintain copy of outreach plan.</p> <p>4.3 Maintain an outreach log with program contacted, method, materials used and date of contact.</p> <p>4.4 Maintain a documented triage process.</p> <p>4.5 Monitor monthly caseload, including new enrollments and dismissals.</p> <p>4.6 Reach active caseload by 75% at the end of the 6<sup>th</sup> month and consistently maintain 85% of caseload capacity.</p> |
| <p>5. Contractor will ensure fidelity to the HFA program national model, as well as the program-required quality assurance.</p>                                                                                                                                                                                      | <p>5.1 Abide by HFA model requirements and must be implemented in accordance with the HFA 12 Critical Elements and the HFA Best Practice Standards.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>Ongoing through May 31, 2020</p>                                                                                                                                                                                                                                                       | <p>5.1 Maintain current accreditation with HFA Prevent Child Abuse America (PCAA) National Office.</p>                                                                                                                                                                                                                                                                                                                                                                                          |

**County of Los Angeles – Department of Public Health  
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 Healthy Families America (HFA)**

**SCOPE OF WORK**

| Objectives                                                                                                                                                                                                        | Activities and Subtasks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Timeline                                                                           | Deliverables                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>6. Contractor will implement the home visiting program using current policies and procedures.</p>                                                                                                              | <p>6.1 Conduct an annual review of the HFA site policies and procedures, and recommend updates as needed.</p> <p>6.2 Comply with applicable LAC DPH HVP Policies, Procedures, and Protocols.</p>                                                                                                                                                                                                                                                                                                                         | <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p>            | <p>6.1 Maintain copies of HFA policies and procedures. Must be available on site visit and upon request.</p> <p>6.2 Implement applicable and related LAC DPH HVP Policies, Procedures, and Protocols.</p>                                                                                                                                                                 |
| <p>7. Collect participant data using the HFA and HVP-required forms and maintain current and accurate documentation.</p>                                                                                          | <p>7.1 Develop chart documentation processes and procedures.</p> <p>7.2 Supervisor will implement and oversee chart audit process including review of all current charts at minimum of 3 times per year.</p>                                                                                                                                                                                                                                                                                                             | <p>Upon enrollment of participants, ongoing thereafter</p> <p>Every 3-4 months</p> | <p>7.1 Maintain up-to-date chart documentation procedures.</p> <p>7.2 Maintain chart documentation and audit process.</p>                                                                                                                                                                                                                                                 |
| <p>8. Contractor will use the HVP required screening tools mentioned in 3.2.c, perform outreaches and coordinated services, make referrals and linkages, and perform follow-up to ensure successful linkages.</p> | <p>8.1 Develop a tracking tool and documentation process that will capture the screenings completed, as well as referrals, linkages, and coordinated services that were done for the clients served.</p> <p>8.2 Contractor shall utilize the key strategic approach in incorporating the five critical protective factors, namely:</p> <ul style="list-style-type: none"> <li>a. Parental resilience</li> <li>b. Social connections</li> <li>c. Concrete support</li> <li>d. Knowledge of parenting and child</li> </ul> | <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p>            | <p>8.1 Maintain a data tool log that will list the screenings completed and corresponding referrals and successful linkages, which shall include:</p> <ul style="list-style-type: none"> <li>a. PHQ-9</li> <li>b. GAD-7</li> <li>c. PAPP</li> <li>d. ASQ-SE2</li> <li>e. ASQ-3</li> </ul> <p>Maintain log of tools utilized on file and subject to DPH's audit review</p> |

**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
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 Healthy Families America (HFA)**

**SCOPE OF WORK**

| Objectives                                                                                                                             | Activities and Subtasks                                                                                                                                                                                                                                                                                                                                                                   | Timeline                                                               | Deliverables                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                        | development<br>e. Social and emotional competence of child                                                                                                                                                                                                                                                                                                                                |                                                                        |                                                                                                                                                                                               |
| 9. Conduct a Continued Quality Improvement (CQI) process which is aligned with HVP goals.                                              | 9.1 Contractor will work with DPH to develop a CQI plan.<br><br>9.2 Perform DPH HVP-directed CQI activities.<br><br>9.3 Communicate quality improvement activities with new or existing Community Advisory Board (CAB) or other community collaborative designated to address quality improvement.                                                                                        | Within 3 months of HVP participation<br><br>Quarterly<br><br>Quarterly | 9.1 Maintain copy of CQI plan.<br><br>9.2 Report action steps taken to achieve program improvement on selected priority areas.<br><br>9.3 Maintain CAB as a resource for program improvement. |
| 10. Contractor will use data to inform and improve program activities.                                                                 | 10.1 Supervisor will use HFA model-issued reports and HVP-created reports, as available in the approved data system for the purposes of data cleaning, CQI, and program management.                                                                                                                                                                                                       | Quarterly                                                              | 10.1 Supervisor will demonstrate understanding of the program quality measures. Site visits and CQI calls will be conducted.                                                                  |
| 11. Collect all information that contributes to the data elements and outcomes measure that are required by the HVP (See Attachment C) | 11.1 Use model-identified and issued forms, assessment tools, and processes as defined in the model-issued data collection manual. Further, the site will use HVP required data forms and processes to support the data collection and analyses.<br><br>11.2 Appropriate staff will collect and enter the data defined in the Data User Manual into the Stronger Families database system | Ongoing through May 31, 2020<br><br>Ongoing through May 31, 2020       | 11.1 Provide required data and reports as specified in Attachment C.<br><br>11.2 Comply with the monthly and quarterly data cleaning schedule provided by HVP Program.                        |

**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
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 Healthy Families America (HFA)**

**SCOPE OF WORK**

| Objectives                                                                                   | Activities and Subtasks                                                                                                                                                                                                                                                                                                                                                                                                                                        | Timeline                                                                       | Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                              | <p>within 72 working hours (three days) of data collection and as required by HFA.</p> <p>11.3 Staff will verify the accuracy and completeness of data input into the HFA data system adhering to data cleaning schedule.</p> <p>11.4 Staff will submit the required data to the HVP Data Collection and Analysis group.</p> <p>11.5 Data staff will collaborate with the DPH Data personnel to ensure accuracy and timely reporting of data requirements.</p> | <p>Quarterly</p> <p>Quarterly</p> <p>Ongoing through May 31, 2020</p>          | <p>11.3 Data entry personnel and supervisors will demonstrate reporting proficiency.</p> <p>11.4 Data system personnel compiles, summarizes, and prepares the site's quarterly reports and submit to DPH HVP data management team to comply with regular data review and analysis.</p> <p>11.5 All required raw data delivered to HVP Data Manager by specified timelines in evaluation plan; Tracking sheets specifying raw data received, by which Contractor, date submitted, and any important notes regarding data/data submission kept on file.</p> |
| <p>12. Adhere to the Performance-Based Criteria and Targets as outlined in Attachment D.</p> | <p>12.1 Contractor management and staff should read, understand, implement, and use the 11 performance-based criteria to meet the corresponding performance targets. (See Attachment D)</p> <p>12.2 Ensure timely collection of data from all subcontractors and timely submission of raw data to MCAH Data Manager.</p>                                                                                                                                       | <p>Varied, depending on the criterion.</p> <p>Ongoing through May 31, 2020</p> | <p>12.1 Performance targets as listed in Attachment D are met.</p> <p>12.2 All required raw data delivered to HVP Data Manager by specified timelines in evaluation plan;</p>                                                                                                                                                                                                                                                                                                                                                                             |

**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
 Home Visitation Program (HVP)  
 Healthy Families America (HFA)**

**SCOPE OF WORK**

| Objectives                                                        | Activities and Subtasks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Timeline                                                                                                                                                                                                                                             | Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                      | Tracking sheets specifying raw data received, by which Contractor, date submitted, and any important notes regarding data/data submission kept on file.                                                                                                                                                                                                                                                                                                                                 |
| 13. Contractor will participate in Targeted Case Management (TCM) | 13.1 All home visitors, supervisors, program managers and support staff will attend trainings as needed.<br><br>13.2 Designate a Contractor lead for TCM to support staff training, time survey participation and hold staff accountable to meeting goals for TCM.<br><br>13.3 All home visiting staff funded by DPH to complete time surveys. Participating staff will be responsible for tracking their time.<br><br>13.4 Participate in other TCM-related meetings and trainings as requested.<br><br>13.5 Relevant Contractor staff participate in technical assistance and quality improvement work as needed.<br><br>13.6 All home visitors and supervisors must obtain and maintain a National Provider Identifier (NPI) number.<br><br>13.7 Provide TCM updates as requested to DPH. | Ongoing through May 31, 2020<br><br>Ongoing through May 31, 2020<br><br>Ongoing through May 31, 2020<br><br>Ongoing through May 31, 2020<br><br>Ongoing through May 31, 2020<br><br>Ongoing through May 31, 2020<br><br>Ongoing through May 31, 2020 | 13.1 Maintain staff training log and training materials.<br><br>13.2 Maintain staff log and relevant correspondences.<br><br>13.3 Maintain copies of time surveys, timecards and other supporting documents.<br><br>13.4 Maintain meeting agendas and materials on file.<br><br>13.5 Maintain correspondences and other supporting documents.<br><br>13.6 Maintain log of home visitor and supervisor NPI numbers.<br><br>13.7 Maintain correspondences and other supporting documents. |

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

**ENROLLMENT CRITERIA**

Services will be provided to high risk and/or high need pregnant or parenting women with one or more of the criteria listed below. The enrollment time frame will be based on program model requirements or as agreed upon between DMH and DPH. Once enrolled, mothers and their families can continue receiving services until the focus child's third birthday. Preferably, a family's services can be extended up to the focus child's fifth birthday as per model or funding allow.

1. Pregnant /parenting women who are at risk of developing maternal depression;
2. Pregnant/parenting women who exhibit early signs of a severe mental illness;
3. Pregnant/parenting women with a substance use issue;
4. Pregnant/parenting youth in or at risk of entry/re-entry into the juvenile justice system;
5. Pregnant/parenting women in or at risk of entry/re-entry into the criminal justice system;
6. Pregnant/parenting women with special needs such as deaf and hard of hearing, developmentally delay, physical disabilities, and other physical or developmental disabilities;
7. Pregnant/parenting women experiencing homelessness;
8. Pregnant/parenting women currently or previously in the foster care system;
9. Pregnant/parenting women who have been exposed to trauma;
10. Pregnant/parenting women involved or at risk of involvement with the Department of Children and Family Services (DCFS).

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
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**SCOPE OF WORK**

**Home Visiting Program Required Training List**

| <b>Training</b>                                                     | <b>Program Manager</b> | <b>Supervisor</b> | <b>Home Visitor</b> | <b>Administrative Staff</b> |
|---------------------------------------------------------------------|------------------------|-------------------|---------------------|-----------------------------|
| 1. Orientation and Framework**                                      | X                      | X                 | X                   | Optional                    |
| 2. National Model & Curriculum training**                           | X                      | X                 | X                   | Optional                    |
| 3. Home Visitor Safety and Self Defense                             | X                      | X                 | X                   | Encouraged                  |
| 4. Maternal Depression and PHQ-9**                                  | Encouraged             | X                 | X                   | Encouraged                  |
| 5. Life Skills Progression**                                        | Encouraged             | X                 | X                   |                             |
| 6. Motivational Interviewing & Follow-up                            | Encouraged             | X                 | X                   | Encouraged                  |
| 7. Empathetic and Parent and Child Communication                    | X                      | X                 | X                   | Optional                    |
| 8. Brain Development and Early Infant Development                   | X                      | X                 | X                   | Optional                    |
| 9. Bonding and Attachment                                           | X                      | X                 | X                   | Optional                    |
| 10. Reflective Practice                                             | X                      | X                 | X                   | Optional                    |
| 11. Family Planning                                                 |                        | X                 | X                   |                             |
| 12. Health Coverage                                                 | X                      | X                 | X                   | Optional                    |
| 13. Child Abuse and Mandatory Reporting**                           | X                      | X                 | X                   | Optional                    |
| 14. Milestones and Development: Expectations for Birth to 12 months | Encouraged             | X                 | X                   |                             |
| 15. Using the ASQ-3 to Communicate about Child Development**        | Encouraged             | X                 | X                   |                             |
| 16. ASQ-SE2**                                                       |                        | X                 | X                   |                             |
| 17. Cultural Competency & Humility                                  | X                      | X                 | X                   | Optional                    |
| 18. Family Violence                                                 | X                      | X                 | X                   | Optional                    |
| 19. Preventive Care: Prenatal, Postpartum, and Newborn Care         | Encouraged             | X                 | X                   |                             |
| 20. Healthy Homes and Infant Toddler Safety                         |                        | X                 | X                   |                             |
| 21. HIPAA training**                                                | X                      | X                 | X                   | Optional                    |

\*\* Required before starting to see clients

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
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Healthy Families America (HFA)**

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| DATA ELEMENT REQUIREMENT                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DESCRIPTIVE ELEMENTS                                                                                                                                                                                                                                                                                                           | PERFORMANCE ELEMENTS                                                                                                                                                                                |
| <b>Maternal elements:</b> DOB or age, race, ethnicity, primary language, sexual orientation, disability, veteran status, gender assigned at birth, gender identity, number of prior pregnancies, number of prior births, residential ZIP code, presence/ involvement of the father of baby (FOB) at onset of current pregnancy | <b>Maternal elements:</b> depression and anxiety screening, referral, and linkage; completion of postpartum visit; birthing interval; educational attainment; maternal substance use; breastfeeding |
| <b>Child elements:</b> DOB, full or pre-term birth, live birth, birth weight                                                                                                                                                                                                                                                   | <b>Child elements:</b> well-child examinations/visits; child developmental screening, referral, and linkage; child abuse report; child care; early childhood education                              |
| <b>Service delivery elements:</b> First successful completed home visit, enrollments, end of the client retention, number of home visits, number of program completions, termination date (early and scheduled), reason for early termination                                                                                  | <b>Parenting capacity:</b> protective factors                                                                                                                                                       |



**County of Los Angeles – Department of Public Health  
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| <b>PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS</b>                                                                                                     |                                                                                                                |                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PERFORMANCE-BASED CRITERIA</b>                                                                                                                             | <b>METHOD OF DATA COLLECTION</b>                                                                               | <b>PERFORMANCE TARGETS</b>                                                                                                                 |
| 1. Language parity between staff and clients                                                                                                                  | Staff Roster with language capacity                                                                            | Multi-lingual staff in direct proportion to the percentage of multi-lingual clients served                                                 |
| 2. Enrollment of women and families that meet target population criteria                                                                                      | Raw data & Aggregate Summary via quarterly invoices                                                            | 85% women and families referred that meet target population criteria will be enrolled into services                                        |
| 3. DPH and its contractors provide services in the home of client                                                                                             | Raw data & Aggregate Summary                                                                                   | 85% of home visiting services are provided in the home of clients                                                                          |
| 4. Required client-to-home visitor ratio not to exceed 25:1                                                                                                   | Staff Roster with client capacity                                                                              | 100% compliance with required staffing to provide services outlined in the MOU                                                             |
| 5. Contractor will provide Program specific trainings to all their home visitors                                                                              | Sign-in sheet or certificate of training completion                                                            | 100% of home visitors will receive the HFA program specific trainings (refer to section 9.0 Trainings)                                     |
| 6. Home visitors will participate in DMH mental health trainings                                                                                              | Sign-in sheet or certificate of training completion                                                            | 100% of home visitors will participate in all DMH mental health trainings provided specific to HVP (refer to section 9.0 Trainings)        |
| 7. Collect outcomes as directed by DMH                                                                                                                        | Home visitors will administer the GAD-7, PHQ-9, PAPP, and ASQ questionnaires to individuals served by HVP      | 100% compliance with completion of screening tools including tracking of client refusal(s)                                                 |
| 8. Referral and Linkages to mental health services                                                                                                            | Monthly Tracking of referrals and participation                                                                | DPH and its contractors will maintain records of 100% of referrals made and the referral outcomes                                          |
| 9. Referral and Linkages to additional supportive services                                                                                                    | Monthly Tracking of referrals and participation                                                                | DPH and its contractors will maintain records of 100% of referrals made and the referral outcome                                           |
| 10. DPH obtains input from individuals served by the HVP that gauges effectiveness, satisfaction, and knowledge gained by the services and supports delivered | DMH will provide a participant satisfaction survey which will be disseminated to all individuals served by HVP | 80% or more of the recipients served through HVP will provide a satisfaction rating of the services received                               |
| 11. Increase of Protective Factors                                                                                                                            | Raw data & Aggregate Summary provided via quarterly invoices                                                   | DPH and its contractors will demonstrate improvement from baseline measure by increasing protective factors for mothers and their children |

**County of Los Angeles – Department of Public Health  
Division of Maternal, Child and Adolescent Health (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

TERM: Date of Board Approval – May 31, 2020

CONTRACTOR: \_\_\_\_\_

**Project Goals:**

- 1) The goal of the home visitation program is to screen, identify, refer, advocate and coordinate successful mental health linkages thereby preventing trauma risks for young children and strengthening all expectant and parenting families to have healthy, safe and ready to learn children in Los Angeles County.
- 2) Parents As Teachers (PAT) contractors will:
  - a. Provide home visiting services to Prevention and Early Intervention (PEI) priority populations by integrating mental health screening and referrals to support increase in protective factors, decrease in risk factors and promote maternal-child well-being.
  - b. Provide leadership and structure for the implementation of the County of Los Angeles DPH-led Home Visiting Program (HVP) of the Contractor.
  - c. Collect and submit required-HVP data, then monitor outcome instrument measures and performance-based criteria to show reduction in risk factors and increase in protective factors.

| Objectives                                                                                                                                                                                                                            | Activities and Subtasks                                                                                                             | Timeline                             | Deliverables                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 1. Contractor should maintain accreditation as an affiliate program of the PAT National Center, has business in the service planning area (SPA) of targeted service, and have one year minimum of providing home visitation services. | 1.1 PAT model will be used as its sole model for delivery of services under this funding and not in combination with another model. | Ongoing through May 31, 2020         | 1.1 PAT curriculum will be submitted to DPH for implementation approval.                                                              |
| 2. Contractor will implement the LAC DPH-led HVP using culturally sensitive home visiting practices.                                                                                                                                  | 2.1 Staff will participate in and complete cultural sensitivity trainings via in-person attendance and/or webinar.                  | Ongoing through May 31, 2020         | 2.1 Training schedules, materials, and attendance records on file. Copies of training certificate completions on file, as applicable. |
|                                                                                                                                                                                                                                       | 2.2 Use culturally sensitive materials and translation/interpreter services when necessary.                                         | Ongoing through May 31, 2020         | 2.2 Maintain samples of materials and directory of translation/interpreter services.                                                  |
|                                                                                                                                                                                                                                       | 2.3 Develop and maintain tracking record of translation/interpreter services used.                                                  | Ongoing through May 31, 2020         | 2.3 Tracking system developed and maintained.                                                                                         |
| 3. Contractor will hire, train and retain staff in compliance with the PAT Model Essential Requirements, as well as to                                                                                                                | 3.1 Ensure personnel needed are hired in accordance to the PAT model.                                                               | Within 3 months of HVP participation | 3.1 Staffing requirement and qualification records on file.                                                                           |

**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
 Home Visitation Program (HVP)  
 Parents as Teachers (PAT)**

**SCOPE OF WORK**

| Objectives                                                                                                        | Activities and Subtasks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Timeline                                                        | Deliverables                                                                                         |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <p>meet the HVP training requirements to successfully implement screening tools that are required by the HVP.</p> | <p>3.2 Ensure home visiting staff receives or is scheduled for the Parents as Teachers Foundational and Model Implementation Training.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>Within 3 months of hire</p>                                  | <p>3.2 Training schedules, materials, and attendance records on file.</p>                            |
|                                                                                                                   | <p>3.3 Ensure home visiting staff participate and complete or is scheduled for the following trainings:</p> <ul style="list-style-type: none"> <li>a. Safety: Non-violent Crisis Intervention, Safe Driving, and Field Safety</li> <li>b. Capacity Building: Impact of ACEs across the Lifespan, Grief and Loss, and Family Violence</li> <li>c. HVP required Screening Tools: PHQ-9, GAD-7, PAPF, ASQ-SE 2, and ASQ-3</li> <li>d. Administrative: HIPAA, Confidentiality, and Health Care Coverage</li> <li>e. DMH provided training: Mental health First Aid, Youth mental Health First Aid, Impact of Toxic Stress and Promoting Resilience.</li> <li>f. Additional training that are deemed necessary to assist the home visitors in providing home visits. See Attachment B for list of required trainings.</li> </ul> | <p>Within 3 months of hire</p>                                  | <p>3.3 Training schedules, materials, and attendance records on file.</p>                            |
|                                                                                                                   | <p>3.4 Participate in HVP meetings, workgroups, and trainings as directed by the HVP.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Ongoing through May 31, 2020</p>                             | <p>3.4 Training schedules, materials, and attendance records on file.</p>                            |
|                                                                                                                   | <p>3.5 Hire and maintain sufficient staff to serve minimum of 150 (25 per home visitor) participants and adhere to specific evidence-based model guidelines.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Within 3 months, thereafter ongoing through May 31, 2020</p> | <p>3.5 Report staffing changes to HVP within 5 working days using a template recommended by HVP.</p> |

**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
 Home Visitation Program (HVP)  
 Parents as Teachers (PAT)**

**SCOPE OF WORK**

| Objectives                                                                                                                                                                                                                                                                                                            | Activities and Subtasks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Timeline                                                                                                                                                                                                                                                                                  | Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                       | 3.6 Develop and maintain tracking mechanism for staff's training completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Ongoing through May 31, 2020                                                                                                                                                                                                                                                              | 3.6 Tracking system developed and maintained.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>4. Contractor will reach active caseload of 150 participants (25 clients to one home visitor) within six (6) months of initial HVP implementation and maintain the caseload throughout the duration of the program.</p> <p>* Caseload numbers may be adjusted in consultation with DPH and the national model.</p> | <p>4.1 Services will be provided to high risk and/or high need pregnant or parenting women with one or more of the criteria listed in Attachment A.</p> <p>4.2 Contractor will work with DPH to develop an outreach plan.</p> <p>4.3 Provide outreach to the community.</p> <p>4.4 Receive referrals from appropriate agencies and triage as appropriate to meet the required number of enrolled participants.</p> <p>4.5 Maintain active caseload at capacity.</p> <p>4.6 Accountability for caseload should be maintained. Contractor will be placed on Corrective Action if active caseload capacity is not met at 75% by the sixth month after PAT Model Training and not consistently maintained above 85% of capacity.</p> | <p>Ongoing through May 31, 2020</p> <p>Within 3 months of HVP participation</p> <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p> <p>Within 6 months of implementation, and monthly thereafter</p> <p>Within 6 months of implementation, and monthly thereafter</p> | <p>4.1 Maintain documentation of enrollment criteria in client chart.</p> <p>4.2 Maintain copy of outreach plan.</p> <p>4.3 Maintain an outreach log with program contacted, method, materials used and date of contact.</p> <p>4.4 Maintain a documented triage process.</p> <p>4.5 Monitor monthly caseload, including new enrollments and dismissals.</p> <p>4.6 Reach active caseload by 75% at the end of the 6<sup>th</sup> month and consistently maintain 85% of caseload capacity.</p> |

**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
 Home Visitation Program (HVP)  
 Parents as Teachers (PAT)**

**SCOPE OF WORK**

| Objectives                                                                                                                               | Activities and Subtasks                                                                                                                                                                                                                                       | Timeline                                                                           | Deliverables                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>5. Contractor will ensure completion of a PAT Affiliation Plan to fully implement the PAT Model and Quality Assurance Guidelines.</p> | <p>5.1 Complete, receive approval, and implement the PAT Affiliate Plan and the PAT model in accordance to the 17 fidelity requirements, called Essential Requirements, which cover affiliate leadership, staffing, services to families, and evaluation.</p> | <p>Ongoing through May 31, 2020</p>                                                | <p>5.1 Maintain current affiliation with PAT National Center.</p> <p>Successful replication of the evidence-based PAT model requires that the PAT affiliate develops and maintains a current and comprehensive understanding of the community it serves, along with community relationships and collaborations that help the affiliate grow and sustain services for families.</p> |
| <p>6. Contractor will implement the home visiting program using current policies and procedures.</p>                                     | <p>6.1 Conduct an annual review of the Contractor policies and procedures, and recommend updates as needed.</p> <p>6.2 Comply with applicable LAC DPH HVP Policies, Procedures, and Protocols.</p>                                                            | <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p>            | <p>6.1 Maintain copies of PAT policies and procedures. Must be available during site visit and upon request.</p> <p>6.2 Implement applicable and related LAC DPH HVP Policies, Procedures, and Protocols.</p>                                                                                                                                                                      |
| <p>7. Collect participant data using the PAT and HVP-required forms and maintain current and accurate documentation.</p>                 | <p>7.1 Develop chart documentation processes and procedures.</p> <p>7.2 Supervisor will implement and oversee chart audit process including review of all current charts at minimum of 3 times per year.</p>                                                  | <p>Upon enrollment of participants, ongoing thereafter</p> <p>Every 3-4 months</p> | <p>7.1 Maintain up-to-date chart documentation procedures.</p> <p>7.2 Maintain chart documentation and audit process.</p>                                                                                                                                                                                                                                                          |

**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
 Home Visitation Program (HVP)  
 Parents as Teachers (PAT)**

**SCOPE OF WORK**

| Objectives                                                                                                                                                                                                        | Activities and Subtasks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Timeline                                                                      | Deliverables                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>8. Contractor will use the HVP required screening tools mentioned in 3.2.c, perform outreaches and coordinated services, make referrals and linkages, and perform follow-up to ensure successful linkages.</p> | <p>8.1 Develop a tracking tool and documentation process that will capture the screenings completed, as well as referrals, linkages, and coordinated services that were done for the clients served.</p> <p>8.2 Contractor shall utilize the key strategic approach in incorporating the five critical protective factors, namely:</p> <ul style="list-style-type: none"> <li>a. Parental resilience</li> <li>b. Social connections</li> <li>c. Concrete support</li> <li>d. Knowledge of parenting and child development</li> <li>e. Social and emotional competence of child</li> </ul> | <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p>       | <p>8.1 Maintain a data tool log that will list the screenings completed, corresponding referrals and successful linkages, which shall include:</p> <ul style="list-style-type: none"> <li>a. PHQ-9</li> <li>b. GAD-7</li> <li>c. PAPP</li> <li>d. ASQ-SE2</li> <li>e. ASQ-3</li> </ul> <p>8.2 Maintain log of tools utilized on file and subject to DPH's audit review</p> |
| <p>9. Conduct a Continued Quality Improvement (CQI) process which is aligned with HVP goals.</p>                                                                                                                  | <p>9.1 Contractor will work with DPH to develop a CQI plan.</p> <p>9.2 Perform DPH HVP-directed CQI activities.</p> <p>9.3 Communicate quality improvement activities with new or existing Community Advisory Board (CAB) or other community collaborative designated to address quality improvement.</p>                                                                                                                                                                                                                                                                                 | <p>Within 3 months of HVP participation</p> <p>Quarterly</p> <p>Quarterly</p> | <p>9.1 Maintain copy of CQI plan.</p> <p>9.2 Report action steps taken to achieve program improvement on selected priority areas.</p> <p>9.3 Maintain CAB as a resource for program improvement.</p>                                                                                                                                                                       |

**County of Los Angeles – Department of Public Health  
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 Parents as Teachers (PAT)**

**SCOPE OF WORK**

| Objectives                                                                                                                              | Activities and Subtasks                                                                                                                                                                                                                                | Timeline                     | Deliverables                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. Contractor will use data to inform and improve program activities.                                                                  | 10.1 Supervisor will use PAT model-issued reports and HVP-created reports, as available in the approved data system for the purposes of data cleaning, CQI, and program management.                                                                    | Quarterly                    | 10.1 Supervisor will demonstrate understanding of the program quality measures. Site visits and CQI calls will be conducted.                                                                 |
| 11. Collect all information that contributes to the data elements and outcomes measure that are required by the HVP. (See Attachment D) | 11.1 Use model-identified and issued forms, assessment tools, and processes as defined in the model-issued data collection manual. Further, the Contractor will use HVP required data forms and processes to support the data collection and analyses. | Ongoing through May 31, 2020 | 11.1 Provide required data and reports as specified in Attachment D.                                                                                                                         |
|                                                                                                                                         | 11.2 Appropriate Contractor staff will collect and enter the data defined in the Data User Manual into the Stronger Families database system within 72 working hours (three days) of data collection and as required by PAT.                           | Ongoing through May 31, 2020 | 11.2 Comply with the monthly and quarterly data cleaning schedule provided by HVP Program.                                                                                                   |
|                                                                                                                                         | 11.3 Staff will verify the accuracy and completeness of data input into the PAT data system adhering to data cleaning schedule.                                                                                                                        | Quarterly                    | 11.3 Data entry personnel and supervisors will demonstrate reporting proficiency.                                                                                                            |
|                                                                                                                                         | 11.4 Staff will submit to the HVP Data Collection and Analysis group the required data.                                                                                                                                                                | Quarterly                    | 11.4 Data system personnel compiles, summarizes, and prepares the Contractor’s quarterly reports and submit to DPH HVP data management team to comply with regular data review and analysis. |
|                                                                                                                                         | 11.5 Data staff will collaborate with the DPH Data personnel to ensure accuracy and timely reporting of data requirements.                                                                                                                             | Ongoing through May 31, 2020 | 11.5 All required raw data delivered to HVP Data Manager by specified timelines in evaluation plan; Tracking sheets specifying raw data received, by which Contractor, date                  |

**County of Los Angeles – Department of Public Health  
 Division of Maternal, Child and Adolescent Health (MCAH)  
 Home Visitation Program (HVP)  
 Parents as Teachers (PAT)**

**SCOPE OF WORK**

| Objectives                                                                            | Activities and Subtasks                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Timeline                                                                                                                                 | Deliverables                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                          | submitted, and any important notes regarding data/data submission kept on file.                                                                                                                                                                                                                                              |
| 12. Adhere to the Performance-Based Criteria and Targets as outlined in Attachment C. | 12.1 Contractor management and staff should read, understand, implement, and use the 11 performance-based criteria to meet the corresponding performance targets. (See Attachment C)<br><br>12.2 Ensure timely collection of data from all subcontractors and timely submission of raw data to MCAH Data Manager.                                                                                                                                                                                 | Varied, depending on the criterion.<br><br>Ongoing through May 31, 2020                                                                  | 12.1 Performance targets as listed in Attachment C are met.<br><br>12.2 All required raw data delivered to HVP Data Manager by specified timelines in scope of work; tracking sheets specifying raw data received, by which Contractor, date submitted, and any important notes regarding data/data submission kept on file. |
| 13. Contractor will participate in Targeted Case Management (TCM)                     | 13.1 All home visitors, supervisors, program managers and support staff will attend trainings as needed.<br><br>13.2 Designate a Contractor lead for TCM to support staff training, time survey participation and hold staff accountable to meeting goals for TCM.<br><br>13.3 All home visiting staff funded by DPH to complete time surveys. Participating staff will be responsible for tracking their time.<br><br>13.4 Participate in other TCM-related meetings and trainings as requested. | Ongoing through May 31, 2020<br><br>Ongoing through May 31, 2020<br><br>Ongoing through May 31, 2020<br><br>Ongoing through May 31, 2020 | 13.1 Maintain staff training log and training materials.<br><br>13.2 Maintain staff log and relevant correspondences.<br><br>13.3 Maintain copies of time surveys, timecards and other supporting documents.<br><br>13.4 Maintain meeting agendas and materials on file.                                                     |



**County of Los Angeles – Department of Public Health  
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 Parents as Teachers (PAT)**

**SCOPE OF WORK**

| Objectives | Activities and Subtasks                                                                                      | Timeline                     | Deliverables                                                  |
|------------|--------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------|
|            | 13.5 Relevant Contractor staff participate in technical assistance and quality improvement work as needed.   | Ongoing through May 31, 2020 | 13.5 Maintain correspondences and other supporting documents. |
|            | 13.6 All home visitors and supervisors must obtain and maintain a National Provider Identifier (NPI) number. | Ongoing through May 31, 2020 | 13.6 Maintain log of home visitor and supervisor NPI numbers. |
|            | 13.7 Provide TCM updates as requested to DPH.                                                                | Ongoing through May 31, 2020 | 13.7 Maintain correspondences and other supporting documents. |

**County of Los Angeles – Department of Public Health  
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**SCOPE OF WORK**

**ENROLLMENT CRITERIA**

Services will be provided to high risk and/or high need pregnant or parenting women with one or more of the criteria listed below. The enrollment time frame will be based on program model requirements or as agreed upon between DMH and DPH. Once enrolled, mothers and their families can continue receiving services until the focus child's third birthday. Preferably, a family's services can be extended up to the focus child's fifth birthday as per model or funding allow.

1. Pregnant /parenting women who are at risk of developing maternal depression;
2. Pregnant/parenting women who exhibit early signs of a severe mental illness;
3. Pregnant/parenting women with a substance use issue;
4. Pregnant/parenting youth in or at risk of entry/re-entry into the juvenile justice system;
5. Pregnant/parenting women in or at risk of entry/re-entry into the criminal justice system;
6. Pregnant/parenting women with special needs such as deaf and hard of hearing, developmentally delay, physical disabilities, and other physical or developmental disabilities;
7. Pregnant/parenting women experiencing homelessness;
8. Pregnant/parenting women currently or previously in the foster care system;
9. Pregnant/parenting women who have been exposed to trauma;
10. Pregnant/parenting women involved or at risk of involvement with the Department of Children and Family Services (DCFS).

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Parents as Teachers (PAT)**

**SCOPE OF WORK**

**Home Visiting Program Required Training List**

| Training                                                            | Program Manager | Supervisor | Home Visitor | Administrative Staff |
|---------------------------------------------------------------------|-----------------|------------|--------------|----------------------|
| 1. Orientation and Framework**                                      | X               | X          | X            | Optional             |
| 2. National Model & Curriculum training**                           | X               | X          | X            | Optional             |
| 3. Home Visitor Safety and Self Defense                             | X               | X          | X            | Encouraged           |
| 4. Maternal Depression and PHQ-9**                                  | Encouraged      | X          | X            | Encouraged           |
| 5. Life Skills Progression**                                        | Encouraged      | X          | X            |                      |
| 6. Motivational Interviewing & Follow-up                            | Encouraged      | X          | X            | Encouraged           |
| 7. Empathetic and Parent and Child Communication                    | X               | X          | X            | Optional             |
| 8. Brain Development and Early Infant Development                   | X               | X          | X            | Optional             |
| 9. Bonding and Attachment                                           | X               | X          | X            | Optional             |
| 10. Reflective Practice                                             | X               | X          | X            | Optional             |
| 11. Family Planning                                                 |                 | X          | X            |                      |
| 12. Health Coverage                                                 | X               | X          | X            | Optional             |
| 13. Child Abuse and Mandatory Reporting**                           | X               | X          | X            | Optional             |
| 14. Milestones and Development: Expectations for Birth to 12 months | Encouraged      | X          | X            |                      |
| 15. Using the ASQ-3 to Communicate about Child Development**        | Encouraged      | X          | X            |                      |
| 16. ASQ-SE2**                                                       |                 | X          | X            |                      |
| 17. Cultural Competency & Humility                                  | X               | X          | X            | Optional             |
| 18. Family Violence                                                 | X               | X          | X            | Optional             |
| 19. Preventive Care: Prenatal, Postpartum, and Newborn Care         | Encouraged      | X          | X            |                      |
| 20. Healthy Homes and Infant Toddler Safety                         |                 | X          | X            |                      |
| 21. HIPAA training**                                                | X               | X          | X            | Optional             |

\*\* Required before starting to see clients

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**Parents as Teachers (PAT)****

**SCOPE OF WORK**

| <b>PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS</b>                                                                                                     |                                                                                                                |                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PERFORMANCE-BASED CRITERIA</b>                                                                                                                             | <b>METHOD OF DATA COLLECTION</b>                                                                               | <b>PERFORMANCE TARGETS</b>                                                                                                                 |
| 1. Language parity between staff and clients                                                                                                                  | Staff Roster with language capacity                                                                            | Multi-lingual staff in direct proportion to the percentage of multi-lingual clients served                                                 |
| 2. Enrollment of women and families that meet target population criteria                                                                                      | Raw data & Aggregate Summary via quarterly invoices                                                            | 85% women and families referred that meet target population criteria will be enrolled into services                                        |
| 3. DPH and its contractors provide services in the home of client                                                                                             | Raw data & Aggregate Summary                                                                                   | 85% of home visiting services are provided in the home of clients                                                                          |
| 4. Required client-to-home visitor ratio not to exceed 25:1                                                                                                   | Staff Roster with client capacity                                                                              | 100% compliance with required staffing to provide services outlined in the MOU                                                             |
| 5. Contractor will provide Program specific trainings to all their home visitors                                                                              | Sign-in sheet or certificate of training completion                                                            | 100% of home visitors will receive the HFA program specific trainings (refer to section 9.0 Trainings)                                     |
| 6. Home visitors will participate in DMH mental health trainings                                                                                              | Sign-in sheet or certificate of training completion                                                            | 100% of home visitors will participate in all DMH mental health trainings provided specific to HVP (refer to section 9.0 Trainings)        |
| 7. Collect outcomes as directed by DMH                                                                                                                        | Home visitors will administer the GAD-7, PHQ-9, PAPP, and ASQ questionnaires to individuals served by HVP      | 100% compliance with completion of screening tools including tracking of client refusal(s)                                                 |
| 8. Referral and Linkages to mental health services                                                                                                            | Monthly Tracking of referrals and participation                                                                | DPH and its contractors will maintain records of 100% of referrals made and the referral outcomes                                          |
| 9. Referral and Linkages to additional supportive services                                                                                                    | Monthly Tracking of referrals and participation                                                                | DPH and its contractors will maintain records of 100% of referrals made and the referral outcome                                           |
| 10. DPH obtains input from individuals served by the HVP that gauges effectiveness, satisfaction, and knowledge gained by the services and supports delivered | DMH will provide a participant satisfaction survey which will be disseminated to all individuals served by HVP | 80% or more of the recipients served through HVP will provide a satisfaction rating of the services received                               |
| 11. Increase of Protective Factors                                                                                                                            | Raw data & Aggregate Summary provided via quarterly invoices                                                   | DPH and its contractors will demonstrate improvement from baseline measure by increasing protective factors for mothers and their children |

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**SCOPE OF WORK**

| DATA ELEMENT REQUIREMENT                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DESCRIPTIVE ELEMENTS                                                                                                                                                                                                                                                                                                           | PERFORMANCE ELEMENTS                                                                                                                                                                                |
| <b>Maternal elements:</b> DOB or age, race, ethnicity, primary language, sexual orientation, disability, veteran status, gender assigned at birth, gender identity, number of prior pregnancies, number of prior births, residential ZIP code, presence/ involvement of the father of baby (FOB) at onset of current pregnancy | <b>Maternal elements:</b> depression and anxiety screening, referral, and linkage; completion of postpartum visit; birthing interval; educational attainment; maternal substance use; breastfeeding |
| <b>Child elements:</b> DOB, full or pre-term birth, live birth, birth weight                                                                                                                                                                                                                                                   | <b>Child elements:</b> well-child examinations/visits; child developmental screening, referral, and linkage; child abuse report; child care; early childhood education                              |
| <b>Service delivery elements:</b> First successful completed home visit, enrollments, end of the client retention, number of home visits, number of program completions, termination date (early and scheduled), reason for early termination                                                                                  | <b>Parenting capacity:</b> protective factors                                                                                                                                                       |

LINE ITEM BUDGET  
SUMMARY

Contractor Name:

Project Title:

**Healthy Families America/Parents As Teachers Home Visitation Program**

Period of Performance:

**Date of Board approval through June 30, 2019**

| BUDGET SUMMARY<br>(Schedule of Projected Costs)        |        |
|--------------------------------------------------------|--------|
| COST CATEGORY                                          | AMOUNT |
| Salaries                                               |        |
| Employee Benefits                                      |        |
| Travel and Training                                    |        |
| Supplies                                               |        |
| Consultant/Contractual                                 |        |
| Other                                                  |        |
| Indirect Costs*                                        |        |
| <b>TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK</b> |        |

\* Indirect Cost must not exceed 15% of total direct costs

LINE ITEM BUDGET  
SUMMARY

Contractor Name:

Project Title:

**Healthy Families America/Parents As Teachers Home Visitation Program**

Period of Performance:

**July 1, 2019 through May 31, 2020**

| BUDGET SUMMARY<br>(Schedule of Projected Costs)        |        |
|--------------------------------------------------------|--------|
| COST CATEGORY                                          | AMOUNT |
| Salaries                                               |        |
| Employee Benefits                                      |        |
| Travel and Training                                    |        |
| Supplies                                               |        |
| Consultant/Contractual                                 |        |
| Other                                                  |        |
| Indirect Costs*                                        |        |
| <b>TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK</b> |        |

\* Indirect Cost must not exceed 15% of total direct costs

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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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

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Authorized Official's Signature

---

Date



**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 **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West**

**Temple Street, Suite 525, Los Angeles, California 90012,**

**HIPAA@auditor.lacounty.gov**, 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.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

---

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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Name and Title of Signer (please print)

## Recommended Contractors for Healthy Families America and Parents As Teachers Home Visitation Program Services

### Healthy Families America (HFA) Home Visitation Program Services

|                | Name of Agency                                          | Sup. District(s) | SPA(s)* | Contract Amount FY 2018-19 | Contract Amount FY 2019-20 |
|----------------|---------------------------------------------------------|------------------|---------|----------------------------|----------------------------|
| 1              | Antelope Valley Partners for Health                     | 5                | 1       | \$425,000                  | \$664,777                  |
| 2              | Children's Bureau of Southern California                | 1, 3             | 4       | \$425,000                  | \$664,777                  |
| 3              | Children's Institute, Inc.                              | 1, 3             | 4       | \$425,000                  | \$664,777                  |
| 4              | Dignity Health dba: St. Mary Medical Center             | 2, 3, 4          | 5, 8    | \$425,000                  | \$664,777                  |
| 5              | Foothill Family Service                                 | 1, 4, 5          | 3       | \$850,000                  | \$1,329,554                |
| 6              | Los Angeles Child Guidance Clinic                       | 1, 3             | 4       | \$425,000                  | \$664,777                  |
| 7              | Pacific Asian Counseling Services                       | 3, 5             | 2       | \$425,000                  | \$664,777                  |
| 8              | SHIELDS for Families                                    | 2, 4             | 6       | \$425,000                  | \$664,777                  |
| 9              | SPIRITT Family Services                                 | 1, 4, 5          | 3, 7    | \$850,000                  | \$1,329,554                |
| 10             | The Children's Clinic Serving Children & Their Families | 2, 3, 4          | 5, 8    | \$425,000                  | \$664,777                  |
| Total for HFA: |                                                         |                  |         | \$5,100,000                | \$7,977,324                |

### Parents As Teachers (PAT) Home Visitation Program Services

|                | Name of Agency                   | Sup. District(s) | SPA(s)* | Contract Amount FY 2018-19 | Contract Amount FY 2019-20 |
|----------------|----------------------------------|------------------|---------|----------------------------|----------------------------|
| 1              | Child Care Resource Center, Inc. | 5                | 1       | \$425,000                  | \$664,777                  |
| 2              | El Nido Family Centers           | 1, 3             | 4       | \$425,000                  | \$664,777                  |
| 3              | Friends of the Family            | 3, 5             | 2       | \$425,000                  | \$664,777                  |
| 4              | Human Services Association       | 1, 4             | 7       | \$425,000                  | \$664,777                  |
| 5              | Plaza Community Center, Inc.     | 1, 3             | 4       | \$425,000                  | \$664,777                  |
| 6              | Richstone Center, Inc.           | 2, 4             | 5, 8    | \$425,000                  | \$664,777                  |
| 7              | SHIELDS for Families             | 2, 3, 4          | 6       | \$425,000                  | \$664,777                  |
| 8              | The Whole Child                  | 1, 4, 5          | 3, 7    | \$850,000                  | \$1,329,554                |
| Total for PAT: |                                  |                  |         | \$3,825,000                | \$5,982,993                |

\*The number of agencies assigned to each SPA was determined by identified high risk zip codes and the number of existing HFA/PAT programs in each SPA.

## DOING BUSINESS WITH US

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**L.A. county**  
ONLINE

*To Enrich Lives Through Effective and Caring Service*
**Search for an  
Open Bid**

A B C D E F  
G H I J K L  
M N O P Q R  
S T U V W X  
Y Z All

**Search By**

Bid Title 

**Sort By**

Bid Title 

**Open Bid Listing**
**Selected Department : Department of Public Health**

| Bid #                    | Title                                              | Type      | Closing Date               |
|--------------------------|----------------------------------------------------|-----------|----------------------------|
| <a href="#">2018-005</a> | 2018-005 Request for Statement of Qualifications ( | Service   | <a href="#">Continuous</a> |
| <a href="#">2018-010</a> | 2018-010 RFP FOR ORAL HEALTH CARE SERVICES (OHS) F | Service   | 11/15/2018<br>3:00 PM      |
| <a href="#">2018-011</a> | Request for Applications (RFA) for Healthy Familie | Commodity | 10/12/2018<br>3:00 PM      |
| <a href="#">2017-008</a> | Request for Statement of Qualifications (RFSQ) 201 | Service   | <a href="#">Continuous</a> |
| <a href="#">2018-006</a> | Request for Statement of Qualifications (RFSQ) for | Service   | <a href="#">Continuous</a> |
| <a href="#">2015-001</a> | Request for Statement of Qualifications (RFSQ) for | Service   | <a href="#">Continuous</a> |
| <a href="#">2015-004</a> | Request for Statement of Qualifications (RFSQ) for | Service   | <a href="#">Continuous</a> |

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**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
Healthy Families America Home Visitation Program Services**

**Community Business Enterprise (CBE) Information Summary**

| <b>FIRM / ORGANIZATION INFORMATION</b>                                                        | <b>Antelope Valley Partners for Health</b> | <b>Children's Bureau of Southern California</b> | <b>Children's Institute, Inc.</b> | <b>Dignity Health, DBA: St. Mary Medical Center</b> | <b>Foothill Family Services</b> | <b>Los Angeles Child Guidance Clinic</b> | <b>Pacific Asian Counseling Services</b> | <b>SHIELDS for Families</b> | <b>SPIRITT Family Services</b> | <b>The Children's Clinic, Serving Children &amp; Their Families</b> |
|-----------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------|-----------------------------------|-----------------------------------------------------|---------------------------------|------------------------------------------|------------------------------------------|-----------------------------|--------------------------------|---------------------------------------------------------------------|
| <b>Total Number of Employees in Firm</b>                                                      | 80                                         | 417                                             | 917                               | 58010                                               | 254                             | 242                                      | 60                                       | 328                         | 96                             | 301                                                                 |
| <b>Business Structure</b>                                                                     | Non-Profit                                 | Non-Profit                                      | Non-Profit                        | Corporation                                         | Non-Profit                      | Non-Profit                               | Non-Profit                               | Non-Profit                  | Non-Profit                     | Non-Profit                                                          |
| <b>Owners/Partner/Associate Partners</b>                                                      |                                            |                                                 |                                   |                                                     |                                 |                                          |                                          |                             |                                |                                                                     |
| Black/African American                                                                        | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Hispanic/Latin American                                                                       | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Asian or Pacific Islander                                                                     | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| American Indian                                                                               | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Filipino                                                                                      | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| White                                                                                         | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Unspecified                                                                                   | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| <b>Total</b>                                                                                  | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Female (should be included in counts above and also reported here separately).                | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| <b>Managers</b>                                                                               |                                            |                                                 |                                   |                                                     |                                 |                                          |                                          |                             |                                |                                                                     |
| Black/African American                                                                        | 3                                          | 8                                               | 33                                | 249                                                 | 2                               | 2                                        | 0                                        | 19                          | 0                              | 6                                                                   |
| Hispanic/Latin American                                                                       | 10                                         | 18                                              | 79                                | 556                                                 | 37                              | 11                                       | 0                                        | 4                           | 12                             | 27                                                                  |
| Asian or Pacific Islander                                                                     | 0                                          | 3                                               | 9                                 | 582                                                 | 9                               | 4                                        | 0                                        | 0                           | 1                              | 6                                                                   |
| American Indian                                                                               | 0                                          | 3                                               | 0                                 | 55                                                  | 0                               | 0                                        | 0                                        | 1                           | 0                              | 0                                                                   |
| Filipino                                                                                      | 0                                          | 3                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 2                           | 0                              | 0                                                                   |
| White                                                                                         | 13                                         | 24                                              | 40                                | 3239                                                | 8                               | 10                                       | 0                                        | 10                          | 1                              | 13                                                                  |
| Unspecified                                                                                   | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 1                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| <b>Total</b>                                                                                  | 26                                         | 59                                              | 161                               | 4681                                                | 56                              | 28                                       | 0                                        | 36                          | 14                             | 52                                                                  |
| Female (should be included in counts above and also reported here separately).                | 24                                         | 46                                              | 131                               | 3209                                                | 46                              | 18                                       | 0                                        | 23                          | 14                             | 46                                                                  |
| <b>Staff</b>                                                                                  |                                            |                                                 |                                   |                                                     |                                 |                                          |                                          |                             |                                |                                                                     |
| Black/African American                                                                        | 6                                          | 48                                              | 159                               | 3106                                                | 3                               | 42                                       | 2                                        | 170                         | 2                              | 4                                                                   |
| Hispanic/Latin American                                                                       | 40                                         | 216                                             | 532                               | 11626                                               | 171                             | 113                                      | 8                                        | 119                         | 69                             | 217                                                                 |
| Asian or Pacific Islander                                                                     | 0                                          | 14                                              | 31                                | 11916                                               | 16                              | 23                                       | 43                                       | 9                           | 6                              | 17                                                                  |
| American Indian                                                                               | 0                                          | 15                                              | 0                                 | 396                                                 | 0                               | 1                                        |                                          | 0                           | 0                              | 0                                                                   |
| Filipino                                                                                      | 2                                          | 4                                               | 0                                 | 0                                                   | 0                               | 0                                        | 5                                        | 2                           | 0                              | 0                                                                   |
| White                                                                                         | 6                                          | 61                                              | 34                                | 26285                                               | 8                               | 27                                       | 2                                        | 28                          | 5                              | 11                                                                  |
| Unspecified                                                                                   | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 8                                        |                                          | 0                           | 0                              | 0                                                                   |
| <b>Total</b>                                                                                  | 54                                         | 358                                             | 756                               | 53329                                               | 198                             | 214                                      | 60                                       | 328                         | 82                             | 249                                                                 |
| Female (should be included in counts above and also reported here separately).                | 51                                         | 326                                             | 657                               | 39848                                               | 177                             | 185                                      | 12                                       | 235                         | 64                             | 225                                                                 |
| <b>Percentage of Ownership</b>                                                                |                                            |                                                 |                                   |                                                     |                                 |                                          |                                          |                             |                                |                                                                     |
| Black/African American                                                                        | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Hispanic/Latin American                                                                       | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Asian or Pacific Islander                                                                     | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| American Indian                                                                               | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Filipino                                                                                      | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| White                                                                                         | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Unspecified                                                                                   | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| <b>Total</b>                                                                                  | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Female (should be included in counts above and also reported here separately).                | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| <b>Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business</b> |                                            |                                                 |                                   |                                                     |                                 |                                          |                                          |                             |                                |                                                                     |
| Minority                                                                                      | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Women                                                                                         | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Disadvantaged                                                                                 | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Disabled Veteran                                                                              | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| Other                                                                                         | 0                                          | 0                                               | 0                                 | 0                                                   | 0                               | 0                                        | 0                                        | 0                           | 0                              | 0                                                                   |
| <b>County Certification</b>                                                                   |                                            |                                                 |                                   |                                                     |                                 |                                          |                                          |                             |                                |                                                                     |
| Local Small Business Enterprise                                                               |                                            |                                                 |                                   |                                                     |                                 |                                          |                                          |                             |                                |                                                                     |
| Social Enterprise                                                                             |                                            |                                                 |                                   |                                                     |                                 |                                          |                                          |                             |                                |                                                                     |
| Disabled Veteran Business Enterprise                                                          |                                            |                                                 |                                   |                                                     |                                 |                                          |                                          |                             |                                |                                                                     |
| Other Certifying Agency                                                                       |                                            |                                                 |                                   |                                                     |                                 |                                          |                                          |                             |                                |                                                                     |

Note: Figures are based on information provided by Applicants in their applications.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
Parents As Teachers Home Visitation Program Services**

**Community Business Enterprise (CBE) Information Summary**

| <b>FIRM / ORGANIZATION INFORMATION</b>                                         | <b>Child Care Resource Center, Inc.</b> | <b>El Nido Family Centers</b> | <b>Friends of the Family</b> | <b>Human Services Asociation</b> | <b>Plaza Community Center, Inc.</b> | <b>Richstone Center, Inc.</b> | <b>SHIELDS for Families</b> | <b>The Whole Child</b> |
|--------------------------------------------------------------------------------|-----------------------------------------|-------------------------------|------------------------------|----------------------------------|-------------------------------------|-------------------------------|-----------------------------|------------------------|
| <b>Total Number of Employees in Firm</b>                                       | 863                                     | 140                           | 42                           | 250                              | 130                                 | 44                            | 328                         | 108                    |
| <b>Business Structure</b>                                                      | Non-Profit                              | Non-Profit                    | Non-Profit                   | Non-Profit                       | Non-Profit                          | Non-Profit                    | Non-Profit                  | Non-Profit             |
| <b>Owners/Partner/Associate Partners</b>                                       |                                         |                               |                              |                                  |                                     |                               |                             |                        |
| Black/African American                                                         | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Hispanic/Latin American                                                        | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Asian or Pacific Islander                                                      | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| American Indian                                                                | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Filipino                                                                       | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| White                                                                          | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Unspecified                                                                    | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| <b>Total</b>                                                                   | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Female (should be included in counts above and also reported here separately). |                                         |                               |                              |                                  |                                     |                               | 0                           |                        |
| <b>Managers</b>                                                                |                                         |                               |                              |                                  |                                     |                               |                             |                        |
| Black/African American                                                         | 8                                       | 1                             | 0                            | 1                                | 1                                   | 0                             | 0                           | 1                      |
| Hispanic/Latin American                                                        | 69                                      | 8                             | 5                            | 23                               | 8                                   | 2                             | 0                           | 12                     |
| Asian or Pacific Islander                                                      | 4                                       | 1                             | 0                            | 0                                | 0                                   | 1                             | 0                           | 2                      |
| American Indian                                                                | 2                                       | 2                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Filipino                                                                       | 54                                      | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| White                                                                          | 29                                      | 2                             | 4                            | 3                                | 1                                   | 2                             | 0                           | 7                      |
| Unspecified                                                                    | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| <b>Total</b>                                                                   | 166                                     | 14                            | 9                            | 27                               | 10                                  | 5                             | 0                           | 22                     |
| Female (should be included in counts above and also reported here separately). | 123                                     | 9                             | 8                            | 21                               | 7                                   | 3                             | 0                           | 18                     |
| <b>Staff</b>                                                                   |                                         |                               |                              |                                  |                                     |                               |                             |                        |
| Black/African American                                                         | 56                                      | 10                            | 2                            | 3                                | 3                                   | 2                             | 170                         | 3                      |
| Hispanic/Latin American                                                        | 476                                     | 104                           | 25                           | 215                              | 113                                 | 23                            | 119                         | 69                     |
| Asian or Pacific Islander                                                      | 27                                      | 4                             | 0                            | 1                                | 1                                   | 5                             | 9                           | 7                      |
| American Indian                                                                | 2                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 1                      |
| Filipino                                                                       | 113                                     | 0                             | 1                            | 0                                | 0                                   | 1                             | 2                           | 0                      |
| White                                                                          | 23                                      | 8                             | 5                            | 4                                | 3                                   | 8                             | 28                          | 6                      |
| Unspecified                                                                    | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| <b>Total</b>                                                                   | 697                                     | 126                           | 33                           | 223                              | 120                                 | 39                            | 328                         | 86                     |
| Female (should be included in counts above and also reported here separately). | 623                                     | 108                           | 28                           | 201                              | 105                                 | 37                            | 235                         | 68                     |
| <b>Percentage of Ownership</b>                                                 |                                         |                               |                              |                                  |                                     |                               |                             |                        |
| Black/African American                                                         | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Hispanic/Latin American                                                        | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Asian or Pacific Islander                                                      | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| American Indian                                                                | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Filipino                                                                       | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| White                                                                          | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Unspecified                                                                    | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| <b>Total</b>                                                                   | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Female (should be included in counts above and also reported here separately). | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| <b>Current Certification as Minority,</b>                                      |                                         |                               |                              |                                  |                                     |                               |                             |                        |
| Minority                                                                       | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Women                                                                          | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Disadvantaged                                                                  | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Disabled Veteran                                                               | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| Other                                                                          | 0                                       | 0                             | 0                            | 0                                | 0                                   | 0                             | 0                           | 0                      |
| <b>County Certification</b>                                                    |                                         |                               |                              |                                  |                                     |                               |                             |                        |
| Local Small Business Enterprise                                                |                                         |                               |                              |                                  |                                     |                               |                             |                        |
| Social Enterprise                                                              |                                         |                               |                              |                                  |                                     |                               |                             |                        |
| Disabled Veteran Business Enterprise                                           |                                         |                               |                              |                                  |                                     |                               |                             |                        |
| Other Certifying Agency                                                        |                                         |                               |                              |                                  |                                     |                               |                             |                        |

Note: Figures are based on information provided by Applicants in their applications.

**List of High Priority Cities by Service Planning Areas  
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| SPA NUMBER | SPA NAME        | HIGH PRIORITY CITIES                                     | ZIP CODE |
|------------|-----------------|----------------------------------------------------------|----------|
| 1          | Antelope Valley | Acton                                                    | 93510    |
| 1          | Antelope Valley | Lancaster/Quartz Hill                                    | 93536    |
| 1          | Antelope Valley | Palmdale                                                 | 93551    |
| 1          | Antelope Valley | Palmdale                                                 | 93552    |
| 1          | Antelope Valley | Littlerock/Juniper Hills                                 | 93543    |
| 1          | Antelope Valley | Lancaster                                                | 93534    |
| 1          | Antelope Valley | Palmdale/Lake Los Angeles                                | 93591    |
| 2          | San Fernando    | Topanga                                                  | 90290    |
| 2          | San Fernando    | San Fernando                                             | 91340    |
| 2          | San Fernando    | Granada Hills (City of LA)                               | 91344    |
| 2          | San Fernando    | Mission Hills (City of LA)                               | 91345    |
| 2          | San Fernando    | Van Nuys (City of LA)                                    | 91405    |
| 2          | San Fernando    | Van Nuys (City of LA)                                    | 91411    |
| 2          | San Fernando    | Sherman Oaks (City of LA)/Van Nuys (City of LA)          | 91423    |
| 2          | San Fernando    | Burbank (Glenoaks)                                       | 91504    |
| 2          | San Fernando    | North Hollywood (City of LA)/Valley Village (City of LA) | 91607    |
| 2          | San Fernando    | Elizabeth Lake/Lake Hughes                               | 93532    |
| 2          | San Fernando    | Lake View Terrace (City of LA)/Sylmar (City of LA)       | 91342    |
| 3          | San Gabriel     | La Canada-Flintridge                                     | 91011    |
| 3          | San Gabriel     | Baldwin Park/Irwindale                                   | 91706    |
| 3          | San Gabriel     | Covina                                                   | 91722    |
| 3          | San Gabriel     | Covina                                                   | 91723    |
| 3          | San Gabriel     | Glendora                                                 | 91740    |
| 3          | San Gabriel     | Glendora                                                 | 91741    |
| 3          | San Gabriel     | City of Industry/La Puente/Valinda                       | 91744    |
| 3          | San Gabriel     | Rowland Heights                                          | 91748    |
| 4          | Metro           | Hancock Park (City of LA)                                | 90004    |
| 4          | Metro           | Koreatown (City of LA)                                   | 90005    |
| 4          | Metro           | Country Club Park (City of LA)/Mid City (City of LA)     | 90019    |
| 4          | Metro           | Griffith Park (City of LA)/Los Feliz (City of LA)        | 90027    |
| 4          | Metro           | Downtown Los Angeles (City of LA)                        | 90029    |
| 4          | Metro           | El Sereno (City of LA)/Monterey Hills (City of LA)       | 90032    |
| 4          | Metro           | Park La Brea (City of LA)                                | 90036    |
| 4          | Metro           | Atwater Village (City of LA)                             | 90039    |
| 4          | Metro           | Mount Olympus (City of LA)                               | 90046    |
| 4          | Metro           | West Beverly (City of LA)                                | 90048    |
| 4          | Metro           | West Hollywood                                           | 90069    |
| 4          | Metro           | Pico Heights (City of LA)                                | 90006    |
| 4          | Metro           | Downtown Los Angeles (City of LA)                        | 90013    |
| 4          | Metro           | Hancock Park (City of LA)                                | 90020    |
| 4          | Metro           | Westlake (City of LA)                                    | 90057    |

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| SPA NUMBER | SPA NAME  | HIGH PRIORITY CITIES                                          | ZIP CODE |
|------------|-----------|---------------------------------------------------------------|----------|
| 4          | Metro     | Downtown Los Angeles (City of LA)                             | 90017    |
| 4          | Metro     | East Los Angeles (City of LA)                                 | 90023    |
| 4          | Metro     | Boyle Heights (City of LA)                                    | 90033    |
| 4          | Metro     | Downtown Los Angeles (City of LA)                             | 90015    |
| 5          | West      | West Fairfax (City of LA)                                     | 90035    |
| 5          | West      | Ladera Heights (City of LA)                                   | 90056    |
| 5          | West      | Cheviot Hills (City of LA)/Rancho Park (City of LA)           | 90064    |
| 5          | West      | Beverly Hills/Beverly Glen (City of LA)                       | 90210    |
| 5          | West      | Beverly Hills                                                 | 90212    |
| 5          | West      | Culver City                                                   | 90232    |
| 5          | West      | Santa Monica                                                  | 90402    |
| 5          | West      | Beverly Hills                                                 | 90211    |
| 6          | South     | West Adams (City of LA)                                       | 90016    |
| 6          | South     | Compton/Rancho Dominguez                                      | 90220    |
| 6          | South     | Paramount                                                     | 90723    |
| 6          | South     | Watts (City of LA)/Willowbrook                                | 90059    |
| 6          | South     | Lynwood                                                       | 90262    |
| 6          | South     | South Central (City of LA)                                    | 90007    |
| 6          | South     | Jefferson Park (City of LA)                                   | 90018    |
| 6          | South     | South Central (City of LA)                                    | 90047    |
| 6          | South     | Compton/Rosewood/Willowbrook                                  | 90222    |
| 6          | South     | Baldwin Hills/Crenshaw (City of LA)/Leimert Park (City of LA) | 90008    |
| 6          | South     | South Central (City of LA)                                    | 90062    |
| 6          | South     | South Central (City of LA)                                    | 90061    |
| 7          | East      | Maywood                                                       | 90270    |
| 7          | East      | Whittier                                                      | 90602    |
| 7          | East      | Los Nietos                                                    | 90606    |
| 7          | East      | La Habra Heights                                              | 90631    |
| 7          | East      | Cerritos                                                      | 90701    |
| 7          | East      | Hawaiian Gardens                                              | 90716    |
| 7          | East      | Signal Hill                                                   | 90755    |
| 7          | East      | East Los Angeles                                              | 90022    |
| 7          | East      | Commerce, City of                                             | 90040    |
| 7          | East      | Huntington Park/Walnut Park                                   | 90255    |
| 7          | East      | Norwalk                                                       | 90650    |
| 7          | East      | City Terrace                                                  | 90063    |
| 7          | East      | South Gate                                                    | 90280    |
| 7          | East      | Vernon                                                        | 90058    |
| 8          | South Bay | East Rancho Dominguez                                         | 90221    |
| 8          | South Bay | Gardena                                                       | 90249    |
| 8          | South Bay | Inglewood                                                     | 90301    |



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|------------|-----------|-------------------------------|----------|
| 8          | South Bay | Inglewood                     | 90302    |
| 8          | South Bay | Inglewood                     | 90303    |
| 8          | South Bay | Avalon                        | 90704    |
| 8          | South Bay | Lomita/Rancho Palos Verdes    | 90717    |
| 8          | South Bay | Wilmington (City of LA)       | 90744    |
| 8          | South Bay | Long Beach                    | 90806    |
| 8          | South Bay | Carson/Long Beach             | 90810    |
| 8          | South Bay | Carson                        | 90746    |
| 8          | South Bay | Lennox                        | 90304    |
| 8          | South Bay | Inglewood                     | 90305    |
| 8          | South Bay | North Long Beach (Long Beach) | 90805    |