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June 04, 2024

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:



Holly J. Mitchell Second District Lindsey P. Horva Third District Janice Hahn

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

48 June 4, 2024

Edward you **EXECUTIVE OFFICER**

APPROVAL TO EXECUTE CONTRACTS FOR THE PROVISION OF **HEALTHY FAMILIES AMERICA AND PARENTS AS TEACHERS** HOME VISITING PROGRAM SERVICES

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute 16 contracts for the provision of Healthy Families America and Parents As Teachers Home Visiting Program Services, effective July 1, 2024, through June 30, 2026, as well as the delegated authority to extend the term through December 31, 2030.

IT IS RECOMMENDED THAT THE BOARD:

- Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute 9 Healthy Families America (HFA) contracts and 7 Parents As Teachers (PAT) contracts for Home Visiting Program (HVP) Services, substantially similar to Exhibit I, with qualified agencies listed in Attachment A, selected under a competitive solicitation process to provide HVP Services, effective July 1, 2024, through June 30, 2026, for a total maximum obligation not to exceed \$46,865,967, 100 percent funded by the Department of Public Social Services (DPSS), partially comprised of federal funds, Assistance Listing number 93.558, through the California Department of Social Services, Department of Children and Family Services (DCFS), and the California Department of Public Health (CDPH) California Home Visiting Program (CHVP).
- 2. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the contracts that, a) extend the term through December 31, 2030, at amounts to be determined by the Director of Public Health, contingent upon the contractor's performance, and availability of State funding that is currently targeted for proposed cuts in the State budget; b) allow the rollover of

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unspent contract funds, if allowable by the grantor; c) provide an increase or decrease in funding up to 50 percent above or below the annual base maximum obligation, effective upon amendment execution, or beginning of applicable contract term; d) update the statement of work and/or scope of work, as necessary; e) and/or correct errors in the contract's terms and conditions; subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

- 3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary; changes to hours of operation and/or service locations.
- 4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any contract, upon issuing a written notice to contractors who fail to fully comply with program requirements; and, to terminate contracts for convenience by providing a 30-calendar day advance written notice to contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will enable Public Health to execute 16 contracts with qualified agencies to support Public Health's HVP services utilizing evidence-based HFA and PAT home visitation models in high priority cities in the eight Service Planning Areas (SPA) in Los Angeles County (LAC).

HVP is a continued collaboration between the Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA), the LAC Perinatal and Early Childhood Home Visitation Consortium, the County's Office of Child Protection, the Children's Data Network, Departments of Health Services, Mental Health, Probation, DPSS, and DCFS to develop a plan to coordinate, enhance, expand, and advocate for high quality home visiting programs to serve more expectant and parenting families. HVP services 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.

Approval of Recommendation 2 will allow Public Health to execute future amendments to the contracts to extend the term through December 31, 2030, at amounts to be determined by the Director of Public Health, contingent upon the contractors' performance, and availability of State funding that is currently targeted for proposed cuts in the State budget; rollover unspent contract funds; provide an 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, update the statement of work and/or scope of work; and/or correct errors in the contract's terms and conditions, as necessary.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services and changes to hours of operation and/or service locations.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate contracts with contractors who fail to perform and/or fully comply with program requirements; and, to terminate contracts for convenience by providing 30-calendar days' advance written notice to

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contractors.

<u>Implementation of Strategic Plan Goals</u>

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

FISCAL IMPACT/FINANCING

The total County maximum obligation for the 16 recommended contracts is \$23,401,090, for the term effective July 1, 2024, through June 30, 2025; and \$23,464,877, for the term effective July 1, 2025, through June 30, 2026, funded by DPSS, DCFS and CDPH CHVP.

There is no net County cost associated with this action.

Funding for these contracts is included in Public Health's Recommended Budget for fiscal year (FY) 2024-25 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.120, your Board was notified on May 8, 2024, of Public Health's requests 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 contracts. Attachment B is the contracting opportunity announcement on the County of Los Angeles website. Attachment C is the Community Business Enterprise Information Summary for the recommended contractors.

CONTRACTING PROCESS

On January 18, 2024, Public Health released a Request for Applications (RFA) #2024-001 to solicit applications from qualified agencies to provide HFA and PAT HVP services in LAC. Responses to the RFA were due to Public Health on February 16, 2024.

The contracting opportunity announcement was posted on the County of Los Angeles' website (Attachment B), as well as Public Health's Contracts and Grants website, and sent by electronic mail to 19 prospective agencies listed on Public Health's internal list that provide similar services.

Public Health received 17 applications from 16 agencies by the submission deadline of February 16, 2024. The applications were reviewed by an evaluation committee comprised of subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the RFA solicitation process. As a result, Public Health is recommending contracts for 15 of the Applicants.

Pursuant to the selection criteria established in the RFA, one application was deemed non-responsive and was disqualified. A Disqualification Letter was issued via electronic mail to the applicant on March 21, 2024.

On May 2, 2024, notifications of the RFA results were sent to the recommended Applicants

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(Attachment A). Public Health has obtained a Letter of Intent from each of the recommended Applicants.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to award new contracts to implement HFA and PAT HVP services to residents in LAC.

Respectfully submitted,

Barbara Ferrer, PhD, MPH, MEd

Director

BF:sp #07441

Enclosures

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

HEALTHY FAMILIES AMERICA AND PARENTS AS TEACHERS HOME VISITING PROGRAM

DEPARTMENT OF PUBLIC HEALTH HEALTHY FAMILIES AMERICA AND PARENTS AS TEACHERS HOME VISITING PROGRAM CONTRACT

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STANDARD EXHIBITS

Exhibit A – Statement(s) of Work (Intentionally Omitted)

Exhibit B – Scope(s) of Work

Exhibit C – Budget(s)

Exhibit D – Contractor's EEO Certification

Exhibit E – Contractor Acknowledgement and Confidentiality Agreement

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

Exhibit G – Safely Surrendered Baby Law

UNIQUE EXHIBITS

Exhibit H – Charitable Contributions Certification Exhibit I – Notice of Federal Subaward Information

Contract No.	
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DEPARTMENT OF PUBLIC HEALTH HEALTHY FAMILIES AMERICA AND PARENTS AS TEACHERS HOME VISITING PROGRAM CONTRACT

THIS CONTRACT "Co	ntract" is made and entered into on,
by and between	COUNTY OF LOS ANGELES (hereafter
	"County")
and	(hereafter "Contractor").

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

WHEREAS, on (April 23, 2024,) the Board delegated authority for the County's Director of the Department of Public Health (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for Healthy Families America and Parents As Teachers Home Visiting Program Services to preserve and protect the public's health; and

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

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

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide (give title of services) for compensation, as set forth herein; and

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

WHEREAS, County has been allocated funds from the Department of Social Services (DPSS) CalWORKS, partially comprised of federal funds, Assistance Listing Number 93.558 through the California Department of Social Services, Department of Children and Family Services (DCFS), and the California Department of Public Health (CDPH) California Home Visiting Program (CHVP), of which a portion has been designated to this Contract.

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task,

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

Standard Exhibits

Exhibit A – Statement of Work (*Intentionally Omitted*)

Exhibit B – Scopes of Work

Exhibit C – Budget(s)

Exhibit D – Contractor's EEO Certification

Exhibit E – Contractor Acknowledgement and Confidentiality Agreement

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

Exhibit G – Safely Surrendered Baby Law

Unique Exhibits

Exhibit H – Charitable Contributions Certification Exhibit I – Notice of Federal Subaward Information

DEFINITIONS:

A. Contract: This agreement is 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.

DESCRIPTION OF SERVICES:

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

- B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.
- C. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- D. Federal Award Information for this Contract is detailed in Exhibit I,

 Notice of Federal Subaward Information, attached hereto and incorporated

 herein by reference.

4. TERM OF CONTRACT:

The term of this Contract shall be effective July 1, 2024, and shall continue in full force and effect through June 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify Maternal, Child and Adolescent Health (MCAH) when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to MCAH at the address herein provided under the NOTICES paragraph.

5. <u>MAXIMUM OBLIGATION OF COUNTY:</u>

A.1 For the period of July 1, 2024, through June 30, 2025, the maximum obligation of County for all services provided hereunder shall

not exc	ceed	(\$XXX,XXX), as set forth in Exhibit C-1
attached hereto and incorporated herein by reference.		
A.2	For the period of July 1, 20	025, through June 30, 2026, the
maximum obligation of County for all services provided hereunder shall		
not exc	ceed	(\$XXX,XXX), as set forth in Exhibit C-2
attached hereto and incorporated herein by reference.		

- B. Contractor will not be entitled to payment or reimbursement for any tasks or services performed, or for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.
- C. Contractor must maintain a system of record keeping that will allow it to determine when it has incurred seventy-five percent (75%) of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided under the NOTICES Paragraph.
- D. <u>No Payment for Services Provided Following Expiration/</u>

 <u>Termination of Contract</u>: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any

service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

- A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B, Scopes of Work and in accordance with Exhibit C, Budgets attached hereto and incorporated herein by reference.
- B. Contractor shall invoice the County monthly in arrears. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all payments made to Contractor.
- C. Invoices must be submitted to County within 30 calendar days after the close of each calendar month. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice and will make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.
- D. Invoices must be submitted directly to MCAH at the address herein provided under the NOTICES Paragraph.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within 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 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 Contractor.

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

Failure to provide the annual cost report may constitute a material breach of this 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 30 calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

- (1) Subject to the reporting and data requirements of this

 Contract and the Exhibit(s) attached hereto, Director may withhold any
 payment to Contractor if any report or data is not delivered by Contractor
 to County within the time limits of submission as set forth in this Contract,
 or if such report or data is incomplete in accordance with requirements set
 forth in this Contract. This withholding may be invoked for the current
 month and any succeeding month(s) for reports or data not delivered in a
 complete and correct form.
- (2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.
- (3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, Director will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

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

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

<u>Fiscal Viability</u>: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least 60 days at any point during the term of this Contract.

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

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

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval

by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least 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. <u>ALTERATION OF TERMS/AMENDMENTS</u>:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal

understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

- B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.
- C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized

by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

- A. Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- B. Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its

officers, employees, agents, or Subcontractors, to comply with this

CONFIDENTIALITY Paragraph, as determined by County in its sole judgment.

Any legal defense pursuant to Contractor's indemnification obligations under this

CONFIDENTIALITY Paragraph will be conducted by Contractor and performed

by counsel selected by Contractor and approved by County. Notwithstanding the

preceding sentence, County will have the right to participate in any such defense

at its sole costs and expense, except that in the event Contractor fails to provide

County with a full and adequate defense, as determined by County in its sole

judgment, County will be entitled to retain its own counsel, including, without

limitation, County Counsel, and to reimbursement from Contractor for all such

costs and expenses incurred by County in doing so. Contractor will not have the

right to enter into any settlement, agree to any injunction, or make any

admission, in each case, on behalf of County without County's prior written

approval.

- C. Contractor must inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - D. Contractor must sign and adhere to the provisions of Exhibit E,
- 10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR

 LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require

 additional or replacement personnel after the effective date of this Contract to perform the

 services set forth herein, Contractor will give first consideration for such employment

 openings to qualified, permanent County employees who are targeted for layoff, or

qualified, former County employees who are on a re-employment list, during the life of this Contract.

- 11. INDEMNIFICATION: The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- 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 must provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") 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. <u>Evidence of Coverage and Notice to County</u>: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County and its Agents have been given Insured status under the Contractor's General Liability policy, must be

delivered to the County at the address shown below and provided prior to commencing services under this Contract.

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

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

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

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

County of Los Angeles
Department of Public Health - Contract Monitoring Section
5555 Ferguson Drive, 3rd Floor, Suite 3031
Commerce, California 90022

Attention: Manager Contract Monitoring Section

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

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

- C. <u>Cancellation of or Changes in Insurance</u>: Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- E. <u>Insurer Financial Ratings</u>: Coverage must be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. <u>Contractor's Insurance Must Be Primary</u>: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with

respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

- G. <u>Waivers of Subrogation</u>: 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. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- H. <u>Compensation for County Costs</u>: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- I. <u>Subcontractor Insurance Coverage Requirements</u>: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

- J. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.
- K. <u>Claims Made Coverage</u>: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.
- L. Application of Excess Liability Coverage: Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.
- M. <u>Separation of Insureds</u>: All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision, with no insured versus insured exclusions or limitations.
- N. <u>Alternative Risk Financing Programs</u>: The County reserves the right to review, and then approve, Contractor's use of self-insurance, risk

retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

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

13. INSURANCE COVERAGE REQUIREMENTS:

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

General Aggregate: \$2 Million

Products/Completed Operations Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

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

- C. Workers Compensation and Employers' Liability: Contractor will maintain insurance, or qualified self-insurance, satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is: (1) an employee leasing temporary staffing firm; or, (2) a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice must be provided to the County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- D. <u>Sexual Misconduct Liability</u>: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who is alleged to have committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- E. <u>Professional Liability/Errors and Omissions</u>: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 Million per claim and \$3 Million aggregate. Further, Contractor

understands and agrees it must maintain such coverage for a period of not less than three years following this Contract's expiration, termination, or cancellation.

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 therefrom, 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 this 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 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 Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor 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 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. <u>Service Records:</u> Contractor shall maintain all service records related to this contract for a minimum period of seven years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.
- B. <u>Financial Records</u>: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may

from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:

AC Contract Accounting and Administration Handbook - June 2021 (lacounty.gov).

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records 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 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 10 calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor 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 further agrees to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request 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 agrees to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. <u>Preservation of Records</u>: If, following termination of this Contract, Contractor's facility is closed, or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

- D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within 30 calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).
- E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with 2 CFR 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period.

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

The independent auditor's work papers shall be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers 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 years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.
- G. <u>Program and Audit/Compliance Review</u>: 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 will provide Contractor with at least 10 working days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

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

H. Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.
- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 calendar days of termination of this Contract, such audit finds that the units of service, allowable costs of services

and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

- (4) In no event 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 will only be reimbursed for its actual allowable and documented costs.
- I. <u>Failure to Comply</u>: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

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 Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160.

Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract,

Contractor shall comply with all certification and disclosure requirements

prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352)

and any implementing regulations, and shall ensure that each of its

Subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit H, 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. <u>CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A</u> <u>FEDERALLY FUNDED PROGRAM:</u>

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would

require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and, (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

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

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the
County is prohibited from contracting with and making sub-awards to parties that are
suspended, debarred, ineligible or excluded from securing federally funded contracts.
By executing this Contract, Contractor certifies that neither it, nor any of its owners,
officers, partners, directors or principals are currently suspended, debarred, ineligible, or
excluded from securing federally funded contracts. Further, by executing this Contract,
Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any
owner, officer, partner director, or other principal of any Subcontractor is currently
suspended, debarred, ineligible, or excluded from securing federally funded contracts.

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

18D. WHISTLEBLOWER PROTECTIONS:

- A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, Subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.
- B. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law

enforcement agency; a court or grand jury; or a management official or other employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and Subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing-of-the-employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

18E. 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 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.

18F. DATA DESTRUCTION:

- A. If Contractor that have maintains, processes or stores the County of Los Angeles' ("County") data and/or information, implied or expressed,

 Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201).
- 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 ten (10) business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.
- C. Contractor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor must provide County with written certification, within ten (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.

18G. CHILD/ELDER ABUSE/FRAUD REPORT

- A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.
- B. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at: (800) 540-4000, within 24 hours of suspicion of instances of child abuse.
- C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in WIC Section 15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

- D. Elder abuse reports shall be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- E. Contractor staff working on this Contract shall also immediately report all instances of suspected fraud to County within three business days. That reporting shall be made to the DPSS Central Fraud Reporting Line at: (800) 349-9970 unless otherwise restricted by law from disclosing such information.
- 19. <u>CONFLICT OF TERMS</u>: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.
- 20. 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 10 calendar days prior to the effective date(s) thereof.
- 21. <u>NOTICES</u>: Notices hereunder shall be in writing, and may either be delivered personally or sent by registered or certified mail, return receipt requested,

postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least 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
 600 South Commonwealth Avenue, Suite 800
 Los Angeles, California 90005

Attention: Project Director

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

Attention: Division Director

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22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s)

(hereafter collectively "Director") shall have the authority to administer this

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

- B. <u>Approval of Contractor's Staff</u>: County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.
- C. <u>Contractor's Staff Identification</u>: 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. <u>Background and Security Investigations</u>: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

23. <u>ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:</u>

- A. Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent requires a

written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

- C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 24. <u>AUTHORIZATION WARRANTY</u>: The Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 25. <u>BUDGET REDUCTION</u>: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees, and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during

the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

- 26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

 FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 10 calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.
- 27. <u>COMPLAINTS</u>: Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.
 - A. Within 30 business days after the Contract effective date,

 Contractor must provide the County with Contractor's policy for receiving,
 investigating, and responding to user complaints.
 - B. The 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 Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- E. If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within 30 business days for County approval.
- F. If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.
- G. Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- 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 must be sent to the County's Project Manager within three business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

- A. In the performance of this Contract, Contractor must comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- B. Contractor must indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands,

damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. <u>COMPLIANCE WITH CIVIL RIGHTS LAW</u>: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied

the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

Additionally, Contractor certifies to the County:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

Contractor shall comply with Exhibit D – Contractor's EEO Certification.

30. <u>COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM</u>:

A. <u>Jury Service Program</u>: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. <u>Written Employee Jury Service Policy</u>:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or, 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this sub-paragraph must be inserted into

any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

- Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (4) Contractor's violation of this sub-paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
- 31. <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON</u>
 <u>HUMAN TRAFFICKING</u>:

- A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.
- B. If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing services under this Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- C. Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

 Contractor, and any subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate

the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

- A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- B. Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

- A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to:

 gainstart@dpss.lacounty.gov_and bservices@opportunity.lacounty.gov_and DPSS will refer qualified GAIN/START job candidates.
- B. In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. <u>Responsible Contractor</u>: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. <u>Chapter 2.202 of the County Code</u>: Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County

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

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

- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative/proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. If a contractor has been debarred for a period longer than five years, that contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence

discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- I. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- J. <u>Subcontractors of Contractors</u>: These terms will also apply to Subcontractors of County contractors.

- 37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT

 TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the

 County places a high priority on the implementation of the Safely Surrendered Baby Law.

 Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at:

 https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.
- 38. <u>CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD</u>
 SUPPORT COMPLIANCE PROGRAM:
 - A. Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
 - B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and

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

- 39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board 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 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.
- 40. <u>SERVICE DELIVERY SITE MAINTENANCE STANDARDS</u>: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.
- 41. <u>RULES AND REGULATIONS</u>: 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.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

43. <u>EMPLOYMENT ELIGIBILITY VERIFICATION</u>:

A. Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by

federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

44. <u>DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR</u> ELECTRONIC FUNDS TRANSFER:

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

Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

45. <u>COUNTERPARTS AND ELECTRONIC SIGNATURES AND</u>

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

46. <u>FAIR LABOR STANDARDS</u>: Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability,

including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the County may be found jointly or solely liable.

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

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

48. FORCE MAJEURE:

- A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- B. Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises

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

- C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.
- 49. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract will be governed by, and construed in accordance with, the laws of the State of California.

 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.
- 50. 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.

51. <u>INDEPENDENT CONTRACTOR STATUS:</u>

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

servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- B. Contractor will 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 will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- C. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor will 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 Contractor pursuant to this Contract.
- D. Contractor must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.
- 52. <u>LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND</u>

 <u>CERTIFICATES</u>: Contractor will obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor will ensure that all of its officers, employees, and

agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder.

Contractor will provide a copy of each license, permit, registration, accreditation, and certificate upon request of Public Health at any time during the term of this Contract.

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

- A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
 - B. Contractor certifies to the County each of the following:
 - Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- C. Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- D. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- E. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- F. Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph (Nondiscrimination and Affirmative Action) when so requested by the County.

- G. If the County finds that any provisions of this Paragraph (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- H. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 54. <u>NON-EXCLUSIVITY</u>: Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.
- 55. <u>NOTICE OF DELAYS</u>: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one

business day, give notice thereof, including all relevant information with respect thereto, to the other party.

- 56. NOTICE OF DISPUTES: Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director will resolve it.
- 57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED

 INCOME CREDIT: Contractor must notify its employees, and will require each

 Subcontractor to notify its employees, that they may be eligible for the Federal Earned

 Income Credit under the federal income tax laws. Such notice must be provided in

 accordance with the requirements set forth in Internal Revenue Service Notice No.

 1015.
- 58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.
- 59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

 Notwithstanding the above, Contractor and the County agree that, during the term of this

 Contract and for a period of one year thereafter, neither party will in any way intentionally

induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

60. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE

UNDER THE INFLUENCE: Contractor will 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.

61. PUBLIC RECORDS ACT:

- A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921.000 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books,

records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

62. PURCHASES:

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

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

- C. <u>Inventory Records, Controls, and Reports</u>: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.
- D. <u>Protection of Property in Contractor's Custody</u>: Contractor must 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 must contact Director for instructions for disposition of any such property which is worn out or unusable.
- E. <u>Disposition of Property in Contractor's Custody</u>: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same

condition as such property was received by Contractor, reasonable wear and tear expected; or, (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

63. 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 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. <u>Business Ownership Disclosure</u>: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If, during the term of this Contract, the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within 30 calendar days prior to the effective date thereof.
- 64. <u>REPORTS</u>: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. However, in no event may County require such reports unless Director has provided Contractor with at least 30 calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

- 65. 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.
- 66. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

 A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"),
 is prohibited from submitting a bid or proposal in a County solicitation if the
 Proposer/Contractor has provided advice or consultation for the solicitation. A
 Proposer/Contractor is also prohibited from submitting a bid or proposal in a County
 solicitation if the Proposer/Contractor has developed or prepared any of the solicitation
 materials on behalf of the County. A violation of this provision will result in the
 disqualification of the Contractor/Proposer from participation in the County solicitation or
 the termination or cancellation of any resultant County contract. This provision will
 survive the expiration, or other termination of this Agreement.
- 67. 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 supervisorial position becomes vacant during the term of this Contract, Contractor must, prior to filling said vacancy, notify County's Director. Contractor must provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor must 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 must be planned and scheduled in advance, and conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

68. <u>SUBCONTRACTING</u>:

- A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:
 - (1) Identification of the proposed Subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition involved.
 - (2) A detailed description of the services to be provided by the subcontract.

- (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
- (5) Any other information and/or certification(s) requested by Director.
- B. Director will review Contractor's request to subcontract and determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.
- C. Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract must also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.
- D. In the event that Director consents to any subcontracting,

 Contractor is solely liable and responsible for any and all payments or other

 compensation to all Subcontractors, and their officers, employees, and agents.

- E. In the event that Director consents to any subcontracting, such consent is provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.
- F. The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor must notify its Subcontractors of this County right.
- G. Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and is subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

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

- H. Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.
- Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.
- J. Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- K. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

 COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

 Contractor's failure to maintain compliance with the requirements set forth in the

 Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S

 CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this

 Contract. Without limiting the rights and remedies available to the County under any

 other provision of this Contract, Contractor's failure to cure such default within 90

 calendar days of written notice will be grounds upon which the County may terminate this

 Contract pursuant to the Paragraph entitled TERMINATION FOR DEFAULT, herein, and

 pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

70. TERMINATION FOR CONVENIENCE: This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effected by Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 days after the notice is sent.

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

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

Further, after receipt of a Notice of Termination, Contractor 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 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 years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, 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 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

- 71. <u>TERMINATION FOR DEFAULT</u>: The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County's Project Director:
 - A. Contractor has materially breached this Contract; or
 - B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner

as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

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

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions

hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

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

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

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

73. <u>TERMINATION FOR INSOLVENCY</u>: The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- B. The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;
 - C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of a general assignment for the benefit of creditors.

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

74. <u>TERMINATION FOR NON-APPROPRIATION OF FUNDS</u>:

Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder, or by any provision of this Contract during any of the County's future fiscal years, unless and until the County's Board 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 30th, of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

- 75. 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.
- 76. TIME OFF FOR VOTING: Contractor must notify its employees, and must require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every Statewide election, Contractor and any Subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.
- 77. <u>VALIDITY</u>: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.
- 78. WAIVER: No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

79. WARRANTY AGAINST CONTINGENT FEES:

- A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- B. For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

80. 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.

81. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM: Failure of Contractor to maintain compliance with the requirements set

forth in the Paragraph entitled WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

82. <u>INJURY AND ILLNESS PREVENTION PROGRAM</u>

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

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

	COUNTY OF LOS ANGELES
	By Barbara Ferrer, Ph.D., M.P.H., M.Ed. Director
	(AGENCY NAME) Contractor
	By Signature
	Signature
	Printed Name
	Title
APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY C DAWYN R. HARRISON County Counsel APPROVED AS TO CONTRACT ADMINISTRATION:	COUNSEL
Department of Public Health	
By	
Contracts and Grants Division Manage	ement Revised 10-2022 – Approved by Counsel
#07289:sp	

SCOPE OF WORK

PERIOD: July 1, 2024, through June 30, 2026	CONTRACTOR:
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Project Goals:

The Home Visiting Services Learning Sites (LS) under the Family First Prevention Services (FFPS) Program State Block Grant (SBG) will provide pregnant and parenting families in the pilot initiatives with home-based support, knowledge, skills, tools, assistance, and linkages to create a healthy, safe, and ready to learn home environment and establish a secure attachment and development of children 0-5 years old, especially families who have children at imminent risk of entry or are already into foster care. These services expand the continuum of prevention and early intervention services provided by the Department of Public Health (Public Health) Maternal, Child, and Adolescent Health Home Visiting Program (MCAH HVP).

These Department of Children's and Families Services (DCFS) SBG LS, based on appropriation under the California Budget Act of 2021, will support continuum of prevention services in Los Angeles County (LAC), build and improve on infrastructure of referrals and services, and train the professional workforce to deliver model fidelity evidence-based prevention and early intervention services to families and their children.

Healthy Families America (HFA) agencies will:

- a. Provide nationally accredited home visiting services to at-risk populations, integrating mental health screening and referrals to support increase in protective factors, decrease in risk factors, and promotion of maternal and child health and well-being;
- b. Provide leadership and structure for the implementation of the Public Health-led SBG LS at the agency level;
- c. Collect and submit required SBG data; and
- d. Monitor outcome measures and performance-based indicators based on Evidence-Based Program (EBP) model fidelity.

Objective 1: Provide leadership and structure for the implementation of home visiting services learning sites under DCFS SBG.

Objectives	Activities and Subtasks		Timeline		Deliverables
STAFF REQUIREMENTS					
1.1 HFA implementing agency shall maintain accreditation as an affiliate program of the HFA National Office, have a business office in the service planning area (SPA) of targeted service, and have three-years minimum of providing home visitation services.	1.1.1	Use HFA evidence-based model for delivery of services under SBG funding.	From date of contract execution through June 30, 2026	1.1.1	Agency will maintain in its records proof of active HFA accreditation during home visiting contract. It will also keep in file and submit as requested to Public Health the approved HFA curriculum that will be used in delivering home visiting services.

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SCOPE OF WORK

	Objectives		Activities and Subtasks	Timeline		Deliverables
1.2	Agency will implement the County Public Health-led SBG LS using culturally sensitive home visiting practices.	1.2.1	Complete cultural sensitivity trainings via in-person attendance and/or webinar.	Completed training date must be within the two years of agency implementation of home visiting services under SBG.	1.2.1	Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
		1.2.2	Use culturally sensitive materials and translation/ interpreter services, as needed.	Ongoing through June 30, 2026	1.2.2	Maintain samples of materials and directory of translation/interpreter services on file.
		1.2.3	Develop and maintain tracking record of translation/interpreter services used.	Ongoing through June 30, 2026	1.2.3	Tracking system developed and maintained.
		1.2.4	Recruit and hire staff that reflects the community served and/or speak the language of participants, whenever possible.	Ongoing through June 30, 2026	1.2.4	Staffing roster on file and updated regularly.
1.3	Agency will hire, train, and retain staff in compliance with the HFA model. Comply with DCFS and Public Health training requirements and implementation of the required screening tools.	1.3.1	Ensure staff is hired in accordance with the HFA model. Maintain number of home visiting staff to meet caseload capacity based on HFA guidelines and funder requirements. If fully-trained staff on HFA EBP model is existing, it is recommended for agency to transition staff who can serve under the SBG learning site.	Ongoing through June 30, 2026	1.3.1	Staffing requirements and qualification records will be kept on file. Document and report any staff change in the Public Health SBG Monthly Reports.

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SCOPE OF WORK

Objectives		Activities and Subtasks	Timeline		Deliverables
	1.3.2	Ensure home visiting staff participate and complete, or is scheduled, for the Trainings as listed in Attachment B.	Ongoing through June 30, 2026	1.3.2	Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	1.3.3	Develop and maintain tracking mechanism(s) for training completion of staff.	Ongoing through June 30, 2026	1.3.3	Training attendance and/or schedules and materials are on file.
	1.3.4	Participate in SBG meetings, workgroups, trainings, and regular Technical Assistance (TA) calls with SBG learning sites and Public Health.	Ongoing through June 30, 2026	1.3.4	Meeting attendance, workgroup participation, training logs and/or TA call attendance/schedules and materials are on file.
	1.3.5	Hire and maintain at least two (2) full-time equivalent Family Support Specialists or Workers to serve the maximum negotiated caseload capacity per home visitor per fiscal year, in adherence to HFA model guidelines.	Ongoing through June 30, 2026	1.3.5	Maintain hiring and personnel records on file.
	1.3.6	Recruit, hire, and train staff to support the implementation of HFA.	Ongoing through June 30, 2026	1.3.6	Report staffing, staff changes, and staff caseload capacity using Public Health SBG programmatic monthly reporting, contract management unit invoicing, and SBG Staffing Reports.
	1.3.7	Purchase needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.	Ongoing through June 30, 2026	1.3.7	Maintain related records on file.

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SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
PROGRAM REQUIREMENTS			
1.4 Agency will perform all activities according to, and with fidelity to, the HFA home visiting guidelines and SBG requirements.	1.4.1 Perform all activities with fidelity to the HFA evidence-based model's Best Practice Standards.	Ongoing through June 30, 2026	1.4.1 Maintain current accreditation with HFA National Office. Submit accreditation documents upon request.
1.5 Agency will adhere to DCFS SBG Policies, Procedures, and Protocols, if any, relating to implementation of HFA at the assigned SPA.	1.5.1 Maintain copies of agency Policies, Procedures, and Protocols incorporating the DCFS SBG Policies and Procedures and updating them as needed.	Ongoing through June 30, 2026	1.5.1 Maintain copies of agency HFA policies and procedures that incorporate DCFS SBG policies, procedures, and protocols. Must be available during site visit and upon request.
	1.5.2 Comply with DCFS SBG and Public Health Policies, Procedures, and Protocols, as they are presented and implemented.	Ongoing through June 30, 2026	1.5.2 Implement applicable and related DCFS and Public Health SBG Policies, Procedures, and Protocols. Agency will schedule annual review of SBG policies and protocols and maintain records on date of when the review was conducted. Document review and acknowledgement of such policies, protocols, and procedures.
Agency will collaborate with local early childhood system partners.	1.6.1 Collaborate with local early childhood system partners to provide a continuum of services.	Ongoing through June 30, 2026	1.6.2 Maintain records of collaborative efforts with local partners. Submit as requested.
1.7 Site will maintain a Community Advisory Board (CAB).	1.7.1 Coordinate CAB meetings at least twice a year for the purposes of establishing appropriate linkages for referral/service systems and	Ongoing through June 30, 2026	1.3.4 CAB Meeting Materials (CAB Roster, Agenda, and Minutes) on file for review and submit as requested.

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SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	other community supports, including statewide and local early childhood partners.		
1.8 Agency will administer HFA model, SBG, and Public Health required screening tools namely Patient Health Questionnaire	1.8.1 Family Support Specialists or Workers complete training for the screening tools.	Ongoing through June 30, 2026	1.8.1 Training log or certificate of completion.
(PHQ)-9, Generalized Anxiety Disorder (GAD)-7, Parents' Assessment for Protective Factor (PAPF), Ages and Stages Questionnaire (ASQ)-3, and	1.8.2 Family Support Specialists or Workers administer screening tools as indicated by HFA model and Public Health requirements.	Ongoing through June 30, 2026	1.8.2 Document records of screening assessments completed in SFDB. Provide reports as requested.
Ages and Stages Questionnaire- Social Emotional (ASQ-SE2); make referrals and linkages, and perform follow-up to ensure successful linkages.	1.8.3 Utilize Stronger Families Database (SFDB) and other agency-related data collection tools to track completion of the screening frequencies and results of eligible clients and their children.	Ongoing through June 30, 2026	1.8.3 Maintain documentation of screenings completed in SFDB and other agency-related data collection system.
	1.8.4 Document referrals and linkages made for the following assessments: a. PHQ-9 b. GAD-7 c. PAPF d. ASQ-3 e. ASQ-SE2	Ongoing through June 30, 2026	1.8.4 Maintain records of referral and linkages made when screenings warrant further evaluation and follow up.

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SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
CONTINUOUS QUALITY IMPROVEM	ENT (CQI) REQUIREMENTS		
1.9 Conduct Continued Quality Improvement (CQI) process, which is aligned with SBG goals.	1.9.1 Develop and adhere to a CQI plan based on agency-established or newly approved policies and procedures.	Within 6 months of SBG participation	1.9.1 Maintain copy of CQI plan in agency records, and report and document action steps taken to achieve program improvement on selected priority areas. Submit documentation and update changes with Status Reports.
	1.9.2 Communicate quality improvement activities with new or existing CAB or other community collaborative designated to address quality improvement.	As required by SBG in monthly reports.	1.9.2 Maintain CAB as a resource for program improvement. Completion of CAB involvement in monthly reports as part of CQI efforts required by SBG.
	1.9.3 Utilize data to inform and improve program activities.	Ongoing through June 30, 2026	1.9.3 Submission of CQI plan, data, and/or information as requested by SBG and CQI as part of monthly reports.
1.10 Participate in SBG Conferences, Meetings, Technical Assistance Calls, and other related SBG activities.	1.10.1 Attend conferences, meetings, technical assistance calls, and other related activities required by SBG and Public Health.	Ongoing through June 30, 2026	1.10.1 Maintain records of attendance in conferences, meetings, and TA calls.

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SCOPE OF WORK

Objective 2: HFA Agency implementing home visiting under SBG will reach and maintain negotiated caseload capacity.

Objectives		Activities and Subtasks	Timeline		Deliverables			
OUTREACH AND ENROLLMENT RE	OUTREACH AND ENROLLMENT REQUIREMENTS							
2.1 Agency will pursue, develop, and maintain relationships with local service agencies, hospital, and referral resources to facilitate the coordination of services and recruit participants, particularly with DCFS, Probation, Prevention	2.1.1	Develop Memorandum of Understanding (MOU) and/or informal written agreements (e.g. letters of support) with community agencies and service providers.	Ongoing through June 30, 2026	2.1.1	Submission of formal and/or informal agreements with community agencies and service providers upon request. Maintain and/or submit Outreach Log.			
and Aftercare (P&A) providers, and Family Resource Centers (FRC).	2.1.2	Work with Public Health to develop an outreach plan.	Within 3 months of SBG participation and reviewed at least biannually.	2.1.2	Maintain copy of outreach plan in agency records.			
	2.1.3	Provide outreach to the community.	Ongoing through June 30, 2026	2.1.3	Maintain an outreach log with program contacted, method, materials used, and date of contact.			
	2.1.4	Receive referrals from Public Health, community partners and agencies; and triage as appropriate to meet the required active caseload.	Ongoing through June 30, 2026	2.1.4	Document, monitor, and maintain records of referrals, referral dispositions, and enrollments.			

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SCOPE OF WORK

Objectives		Activities and Subtasks	Timeline		Deliverables
CASELOAD REQUIREMENTS					
2.2 Agency will reach negotiated caseload capacity with Public Health at any combination of service levels per full-time Family Support Specialist or Worker based on model fidelity and Best Practice Standards. Family Support Specialists or Workers are to maintain the caseload throughout the duration of the program.	2.2.1	Provide services to high risk and/or high need pregnant and parenting families in the pilot initiatives with home-based support, knowledge, skills, tools, assistance, and linkages to create a healthy, safe, and ready to learn home environment and establish a secure attachment and development of children 0-5 years old, especially families who have children at imminent risk of entry or are already into foster care.	Ongoing through June 30, 2026	2.2.1	Maintain documentation of enrollment criteria in client chart.
	2.2.2	Maintain active caseload at capacity per home visitor.	6 th month after home visitor's completion of HFA Model Training and monthly thereafter	2.2.2	Monitor monthly caseload, including new enrollments and dismissals.
	2.2.3	Maintain a minimum of 85% of negotiated caseload capacity. Caseload will be reviewed monthly.	6 th month after home visitor's completion of HFA Model Training and monthly thereafter.	2.2.3	Sustain minimum of 85% CC. If below 85% MCC, agency will develop CQI plan to address meeting caseload requirements.
	2.2.4	Agency will adhere to all DCFS SBG Policies and Procedures relating to Caseload Capacity.	Ongoing through June 30, 2026	2.2.4	Participate in regular technical assistance calls and Extra Support Plan meetings with SBG and/or Public Health staff.

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SCOPE OF WORK

Objective 3: Maintain clean and compliant data for all home visiting activities and participants per model and SBG policy.

	Objectives		Activities and Subtasks	Timeline		Deliverables
СО	NSENT REQUIREMENTS					
3.1	HFA implementing agency will require its SBG HFA participants to sign any SBG consent, datasharing, and other related forms, necessary to improve service provision and program implementation, while in consideration of protecting privacy of participants.	3.1.1	All SBG-funded home visiting participants are required to sign the SBG consent, datasharing, and/or other related forms.	Upon client enrollment and ongoing thereafter.	3.1.1	Provide evidence of signed SBG HFA consent, data authorization and/or other related forms. Must be maintained in agency files.
DA	TA REQUIREMENTS	·			·	
3.2	HFA implementing agency will coordinate data metrics collection with Public Health based on SBG requirements.	3.2.1	Supervisor, Family Support Specialists or Workers, and/or management/support staff working on HFA data must be trained on the use of SFDB.	Within 3 months of approval to use SFDB in LAC and ongoing through June 30, 2026.	3.2.1	Training log on file and submit upon request.
	HFA implementing agency will utilize SFDB to provide LAC Public Health data metrics SBG requirements.	3.2.2	All home visitors will use the SFDB proficiently.	Within 3 months of approval to use the SFDB and ongoing though June 30, 2026.	3.2.2	Maintain agency records of SFDB authorized users and submit upon request.
		3.2.3	HFA agency will adhere to DCFS SBG Policies and Procedures relating to compliant data.	Ongoing through June 30, 2026.	3.2.3	Evidence of data compliance with DCFS SBG Policies and Procedures.

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SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	3.2.4 All SBG reports were developed to capture participant data, visits, and caseload information. All sites must use SFDB for SBG data entry and continue to submit other SBG required reports as instructed by Public Health.	Upon program implementation and ongoing thereafter.	3.2.4 Use SFDB timely and accurately. Submit required reports per schedule provided.
	3.2.5 HFA agency will provide and/or coordinate with data collection system owners to provide SBG with monthly enrollment and other reports as needed.	Upon coordination with SBG and ongoing thereafter.	3.2.5 Participate in regular technical assistance calls and site visits with SBG staff. Submit monthly enrollment and other reports as needed or required by SBG.
	3.2.6 HFA agency will provide and/or coordinate with data collection system owners to provide LAC MCAH HVP and Home Visiting Integration Project with information and data integration to support the proposed countywide data repository.	Upon coordination with SBG and SFDB, then ongoing thereafter.	3.2.6 Provide data and reports as required in the LAC data integration project.
3.3. Enter the participant data into SFDB within five working days of data collection.	3.3.1 HFA implementing agency will enter the participant data into SFDB within five working days of data collection.	Data entered within five days of client visit.	3.3.1 Evidence of data submission within five working days of data collection.

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SCOPE OF WORK

	Objectives		Activities and Subtasks	Timeline	Deliverables	
3.4	Adhere to all DCFS SBG Policies and Procedures relating to compliant data.	3.4.1	Collect and submit timely and accurate data on HFA participant demographics, service utilization, and performance measures according to, and with fidelity to, the HFA model guidelines and SBG requirements.	Ongoing through June 30, 2026	3.4.1	Provide required data and reports per schedule to be given by Public Health. Participate in regular technical assistance calls and site visits with SBG staff.
		3.4.2	Identify data staff to collaborate with SBG data personnel to ensure accuracy and timely reporting of data requirements.	Ongoing through June 30, 2026	3.4.2	Submit accurate and timely data reports to SBG and Public Health HVP management.
		3.4.3	Submit new data expectations and deliverables to SBG once FFPS implementation and SBG have aligned their reporting requirements.	Upon implementation of FFPS and SBG data collection alignment and through June 30, 2026	3.4.3	Submit to SBG new data expectations and deliverables. Enter required data into SFDB and/or submit SBG reporting templates, as applicable.
3.5	Provide and/or coordinate with SFDB to provide SBG with monthly enrollment and other reports as needed.	3.5.1	Ensure all agency management and staff read, understand, implement, and use SFDB to be able to provide enrollment reports and other reports, as needed.	Ongoing through June 2026	3.5.1	Maintain records of monthly enrollments and other reports as needed and submit upon request.
		3.5.2	Provide authorization for transmission of client-level data from SFDB data system to SBG.	Ongoing through June 2026	3.5.2	Documentation of authorization for transmission of client-level data from SFDB to SBG on file.

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SCOPE OF WORK

	Objectives		Activities and Subtasks	Timeline		Deliverables
;	3.6 Collect participant data in accordance with the HFA requirements and maintain	3.6.1	Develop chart documentation process and procedures.	Upon participant enrollment and ongoing thereafter	3.6.3	Maintain up-to-date chart documentation procedures.
	current and accurate documentation.	3.6.2	Supervisor to implement and oversee chart audit process, including review of all current charts at minimum of three times per year.	Every 3-4 months	3.6.4	Maintain records of chart documentation and audit process, as well as audit results.

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SCOPE OF WORK

ATTACHMENT A – Orientation and Training for New Staff (Based on HFA National Training Plan)				
HFA Model and Public Health Training Plan and Timeline	Training Title			
A. HFA Model Role Information and Onboarding	Access the HFA Community and Complete Profile			
B. Training Prior to First Work	Orientation Topics (These are due prior to first work with families or first supervision of direct service staff.) HFA Quick Start Curriculum, Policy and Procedures, Data Collection Community Relationships and Resources Child Abuse and Neglect Confidentiality/HIPAA Training Boundaries Staff Safety SBG FFPSA Overview Stop-Gap Training Topics (Foundations Stop-Gap is due prior to first work with families if Foundations Core not received first.) HFA Advantage Shadowing Hands-on Practice Inter-rater reliability Strengths-based approach			
	 HFA Core Training: FROG Scale for Direct Service Staff (FROG Scale training is due for direct service staff who use the FROG Scale prior to first use. Supervisors receive tool training within 6 months if supervising staff who use the tool.) FROG Scale HFA Core Training Tools Training (Direct service staff receive training on tools prior to their use. Supervisors receive tool 			
	training within 6 months if supervising staff who use the tool.) CHEERS Check-in (CCI) Tool Training ASQ-3 Training ASQ-SE2 Training			

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	 Depression (PHQ-9) Screen Training Anxiety (GAD-7) Screen Training Protective Factor (PAPF) Screen Training
C. HFA Training Due within Three Months	Wrap-around Training: Infant Care Child Health and Safety Family Health Cultural Self-Awareness Other Training: Reflective Practice
D. HFA Training Due within Six Months	HFA Core Training (Foundations for Family Service Core Training is due for all Direct Service Staff and Supervisors within 6 months. Supervisors complete Foundations Supervisor Core and/or FROG Scale Supervisor Core within 6 months.) Foundations for Family Support Foundations Supervisor Core (Supervisor only) FROG Scale Supervisor Core (Supervisor only) Wrap-around Training: Infant and Child Development Supporting the Parent-Child Relationship Professional Practice Mental Health Prenatal Health Family Goal Process Cultural Humility in Home Visiting Other Training: Motivational Interviewing and Follow-up

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SCOPE OF WORK

E. HFA Training Due within Twelve Months	Wrap-around Training:
F. HFA Annual Ongoing Training	Annual Ongoing Training occurs once per calendar year after the first year of hire. Ongoing trainings include: • Annual Individual Professional Development • Annual Child Abuse and Neglect Training • Annual Training on Diversity, Equity, and Inclusion

Note: Refer to HFA Model National Training Plan SAMPLE.

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SCOPE OF WORK

ATTACHMENT B – SBG Home Visiting Learning Site Training List (Based on Los Angeles Best Babies Network Standardized Training for Los Angeles County Home Visiting Program)				
	Title			
Coordinated Home Visiting Cohort Training (Timing of taking these LABBN trainings should align with the HFA model training schedule to ensure that home visiting staff are meeting the knowledge and skills to administer screening assessments, frequencies, and providing needed interventions, services, and/or linkages.)	ASQ-SE2 Bonding and Attachment Brain Development and Early Infant Development Child Abuse and Mandatory Reporting Childbirth Education Day 1 and 2 Compassion Fatigue Cultural Competency and Humility Family Planning 1 and 2 Family Violence Fatherhood Engagement Grief and Loss Health Coverage Health Coverage Healthy Homes and Infant Toddler Safety Home Visitor Safety and Self-Defense Life Skills Progression Maternal Depression and PHQ-9 Milestones and Development: Expectations for Birth to 12 months Motivating and Supporting Families to Breast/Chestfeed Motivational Interviewing and Follow-up Ongoing Postpartum and Newborn Care Orientation and Framework Parent and Child Empathetic Communication Preventive Care: Prenatal and Postpartum Care Reflective Practice Shifting the Paradigm Using the ASQ-3 to Communicate about Child Development			

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Continuing Education	 Annual Summit Home Visiting Peer to Peer Workshops Home Visiting Program Manager and Outreach Peer to Per Meeting Home Visiting Program Manager/Supervisor Monthly Meetings Home Visiting Regional Workshop Manger/Supervisor Reflective Supervision Coaching Quarterly Webinar Continuing Education Reflective Practice Group Participation
Database Training	 Stronger Family Database Training Tableau Training

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SCOPE OF WORK

ATTACHMENT C – PUBLIC HEA	TH DATA ELEMENT REQUIREMENTS		
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS		
Parent elements: Date of birth (DOB), 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, marital status, education, employment, military service, housing, health insurance, medical conditions, preventive visits, ER visits, contraception, birthing interval, substance use, participation in other programs, child welfare services, prenatal and postpartum care, neurotoxin exposure, breastfeeding.	Parent elements: depression (PHQ-9) and anxiety (GAD-7) screening, referral, linkage.		
Child elements: Date of birth (DOB), full or pre-term birth, live birth, birth weight, immunizations, child's source of regular care, well-child visits, ER visits, hospital stays, reasons for ER visits and admissions, dental care, hearing and vision care, safety, health insurance, participation in other programs, child abuse report, childcare, early childhood education.	Child elements: child developmental screening (ASQ-3 and ASQ-SE2), referral, linkage.		
Family and Service delivery elements: Foundational visits, referrals, enrollments, visit frequency, length of client retention/duration of enrollment, personal visits, number of home/personal visits, number of program completions, termination date (early and scheduled), reason for termination, family income, family experiences and stressors.	Parenting capacity: protective factors screening (PAPF), referral, linkage. Parent IPV screen: intimate partner violence screening (i.e., RAT, referral, linkage. Family-Centered assessment: FCA assessment (i.e., LSP), referral, linkage.		

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SCOPE OF WORK

ATTACHMENT D - SBG Data-Specific Requirements

As required by the California Department of Social Services 5-Year State Prevention Plan, each Department that is providing an EBP shall create and participate in an ongoing CQI process that involves sharing of quantitative and qualitative service data and appropriate analysis to continually improve services to families in LAC and prepare for the implementation of Family First Prevention Services Act (FFPSA). There are two focus areas of the work: FFPSA Implementation in SPAs 2 and 6 and Community Pathway Referral Pilots. Each Department and its EBP providers shall initially participate in bi-weekly implementation workgroup meetings to address implementation challenges and questions. The frequency of the implementation workgroups may be modified as implementation progresses and may become less frequent over time. Additional data requirements for each focus area are described below.

Public Health providing EBP home visiting services shall provide DCFS quarterly fidelity and outcomes data generated by purveyor or agency and weekly capacity, service, and referral data for programs as identified below in SPAs 2 and 6 and in Community Pathway Referral Pilots. Data will be collected uniformly across Departments. DCFS will provide further guidance regarding the collection of data. Public Health will provide guidance to HFA agency regarding submission of the following data:

- a. DCFS- or Probation-generated Child Identifier (Indicate the child's record number. This is an encrypted, unique person identification number that is the same for the child across all report periods state/tribal-wide. The child identifier will be generated by DCFS or Probation. DCFS, Probation or P&A/ FRC will provide the child identifier to the providers in SPAs 2 and 6).
- b. Service Planning Area and Provider Name.
- c. Service Dates including start and end date.
- d. Cost of Service (TBD)
- e. Capacity (total number of slots funded under existing program contract[s] for FY).
- f. Current number of open cases in the past month (in treatment).
 - 1) New slots
 - 2) Existing slots
- g. Immediate number of openings to be filled.
- h. Number of referrals received in the last one month from:
 - 1) Family Maintenance (FM) DCFS Children's Social Workers (CSW).
 - 2) Voluntary Family Maintenance (VFM) DCFS CSWs.
 - 3) Probation Officers.
 - 4) Number from Expectant and Parenting Youth (EPY) DCFS CSWs.
 - 5) Number from FRC/P&A.
 - 6) Number from Plan of Safe Care Hospitals.
 - 7) Number from the Los Angeles Unified School District (LAUSD).
 - 8) Number from Childhood Education.
- i. Data for a-e pertains to new teams hired for SPAs 2 and 6 through SBG funds.
- j. Data for f-h pertains to existing teams.

SCOPE OF WORK

- k. The funding streams for which the referred clients qualify as eligible.
- I. Number of referrals received that were ineligible in the last one month for the following reasons:
 - 1) Does not meet age range.
 - 2) Does not meet clinical need.
 - 3) Outside service area.
- m. Number of cases closed in the last one month before completing treatment, based on the following:
 - 1) Number who entered foster care.
 - 2) Number that failed to engage after three attempts.
 - 3) Number that declined service.
 - 4) Number that withdrew/dropped-out.
- n. Number of clients who successfully completed treatment in the last one month.
- o. Number of clients on waitlist, if applicable.
- p. Total number of clients who successfully completed treatment since pilot start.
- q. Quarterly EBP-Specific Fidelity Measures and Outcomes data as required by the Model Purveyor.
- r. Additional qualitative measures appropriate to EBP delivery and pilots.

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SCOPE OF WORK

CONTRACTOR:

Project Goals:

The California Work Opportunity and Responsibility to Kids (CalWORKs) Home Visiting Program (HVP) is a voluntary program supervised by the California Department of Social Services (CDSS) and administered by the Department of Public Social Services (DPSS) in Los Angeles County (LAC).

- 1. The purpose of the CalWORKs HVP is to:
 - a. Support positive health, development and wellbeing outcomes for pregnant and parenting individuals, families, and infants born into poverty;
 - b. Educate and assist CalWORKs eligible participants lay the foundation for long-term goals, such as educational opportunities, economic self-sufficiency, and greater financial opportunities;
 - c. Use the two-generational, whole family approach to service delivery to be able to improve family engagement practices and support healthy development of pregnant mothers, newborns, and young children; and
 - d. Prepare parents and/or caregivers for robust engagement in Welfare-to-Work activities and employment.
- 2. Healthy Families America (HFA) agencies will:
 - a. Provide nationally accredited home visiting services to CalWORKs HVP eligible participants pursuant to Assembly Bill 1811 that established home visiting services for the targeted pregnant and parenting population to meet the purpose as aforementioned;
 - b. Provide leadership and structure for the implementation of the Los Angeles County Department of Public Health (Public Health) led CalWORKs HVP at the agency level;
 - c. Collect and submit required CDSS, DPSS, and Public Health data; and
 - d. Monitor outcome instrument measures and performance-based criteria to establish outcome and process measures to evaluate the impact and effectiveness of the program.

	Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
1.	Agency shall maintain accreditation as an affiliate program of the HFA National Center, has business in the Service Planning Area (SPA) of targeted service, and have three years minimum of providing home visitation services.	1.1 Use HFA approved curriculum for delivery of services.	Ongoing through June 30, 2026	HFA curriculum will be submitted to Public Health for implementation approval.
2.	Agency will implement the LAC Public Health-led DPSS HVP and demonstrate capacity to meet the linguistic and cultural needs of the target service area.	2.1 Hire home visiting staff that are multi-lingual and representative of the home visiting client demographics.	Ongoing through June 30, 2026	Submission of monthly staffing report and document staff language capacity.

	Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
		2.2 Home visiting staff members will complete cultural sensitivity trainings via in person attendance and/or webinar. This complies with CDSS minimum training standard requirements.	Within 3 months of hire.	2.2 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
		Use culturally sensitive materials and translation/interpreter services, as needed.	Ongoing through June 30, 2026	Maintain samples of materials and directory of translation/interpreter services on file.
		Develop and maintain tracking record of translation/interpreter services used.	Ongoing through June 30, 2026	Tracking system developed and maintained.
3.	Agency will hire, train, and retain staff in compliance with the HFA model; and participate and comply with CDSS,	3.1 Ensure staff is hired in accordance with the HFA model.	Within 3 months of HVP participation	3.1 Staffing requirement and qualification records on file.
	DPSS, and Public Health training requirements, meetings, technical assistance, and other related activities to implement home visiting services and administer required screening tools, assessments, and support participant success and achievement of	3.2 Hire and maintain at least four (4) full-time equivalent Family Support Specialists to serve the maximum negotiated caseload capacity per home visitor with DPSS and in adherence to the HFA Best Practice Standards (BPS).	Ongoing through June 30, 2026	3.2 Document staffing changes such as new hires or issues of staff turnover on the Agency's Monthly Report.
	goals.	Note: For any staff transfer to and from other Public Health-funded home visiting programs, agency must coordinate transfer and documentation with CalWORKs HVP management.		
		3.3 New staff must complete HFA core training in a timely manner and start serving clients per HFA BPS. Stop Gap (or similar process) can be utilized to fulfill this.	Within 3-6 months of hire based on HFA BPS.	3.3 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	3.4 Ensure home visiting staff receives the following screening/assessment tools training prior to administering with participants: • Patient Health Questionnaire (PHQ-9) • Generalized Anxiety Disorder 7-item Scale (GAD-7) • Parents' Assessment for Protective Factor (PAPF) • Ages and Stages Questionnaire-Social-Emotional Edition 2 (ASQ-SE2) • Ages and Stages Questionnaire - Edition 3 (ASQ-3)	Varied timelines. Refer to the Training List, Attachment B.	3.4 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	3.5 Ensure home visiting staff completes all other required trainings listed in Attachment B, including DPSS HVP Overview, CalWORKs & GAIN Benefits training, HVP forms and data requirements, Los Angeles Best Babies Network (LABBN) Standardized Trainings for Los Angeles County Home Visiting Programs, and other new trainings related to implementation of HVP.	Varied timelines. Refer to the Training List, Attachment B.	3.5 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	3.6 Ensure home visiting staff completes the CDSS Cultural Competency and Implicit Bias Minimum Training Standards, as follows: • Standard One: Self-Assessment • Standard Two: Inter-Cultural Competence • Standard Three: Trauma-Informed Care • Standard Four: Disproportionality and Disparities	Within 3 months of hire; then as applicable every two years thereafter	3.6 Training attendance records and/or certificates on file. For any trainings completed within last 12 months prior to HVP implementation or hire, training completion record must be available for review.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	3.7 Participate in HVP meetings, workgroups, and trainings as directed by the CalWORKs HVP.	Ongoing through June 30, 2026	3.7 Training attendance records on file.
	3.8 Participate in webinars, meetings, technical assistance calls, and other related activities required by CDSS, DPSS and/or Public Health, as requested.	Ongoing through June 30, 2026	3.8 Develop and maintain an attendance tracking system for these activities.
4. Agency will reach negotiated caseload capacity with DPSS and Public Health at any combination of service levels per full-time Parent Educator. Family Support Specialists are to maintain the caseload throughout the duration of the program and determined by HFA BPS.	4.1 Provide services to CalWORKs HVP participants who are pregnant and/or parenting children who meet the eligibility requirements. Child age eligibility may be extended beyond passed legislation based on approved count plan on expanded population.	Ongoing through June 30, 2026	4.1 Maintain documentation of enrollment criteria in client chart.
*Public Health is negotiating maximum caseload capacity for CalWORKs HVP HFA subcontracts to 20 families per Parent Educator based on HFA Evidence-Based Program BPS.	4.2 Prepare an outreach plan utilizing CalWORKs HVP point of entries to program management, implement approved plan, and conduct continuous quality improvement process to ensure goals are being met.	Ongoing through June 30, 2026	4.2 Outreach plan and improvements documentation on file.
Minimum caseload requirements may be impacted due to intensive levels of service and will be coordinated by Public Health with DPSS to meet model and funder requirements.	4.3 Engage in DPSS and Public Health-led outreach efforts (e.g., cold calling and prescheduled outreach events etc.) to recruit potential eligible CalWORKs participants, particularly if agency active caseload is below 70% of the negotiated caseload capacity and enroll a minimum of 50% CalWORKs eligible referrals generated from the DPSS Outreach Call List or DPSS regional and/or district outreach activities.	Ongoing through June 30, 2026	4.3 Report data in Outreach Outcomes Tracker as part of the Monthly Reports.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	4.4 Submit DPSS HVP Public Assistance (PA) and/or GAIN(GN) tracking forms indicating referrals, enrollments, terminations, and/or changes in home visiting service status.	Ongoing through June 30, 2026	4.4 Complete GN forms and submit via Electronic File Transfer portals to DPSS GAIN Region Offices timely. Completed PA/GN forms are also to be submitted together with Monthly Reports.
	4.5 Maintain a minimum of 70% of negotiated caseload capacity. Caseload will be reviewed monthly. If compliance standards are not met in a timely manner, HFA implementing agency will be put into a performance support plan to improve outcomes on caseload expectations.	6 th month after HFA Parent Educator's completion of HFA Model Training and monthly thereafter.	4.5 Monitor monthly caseload, including new enrollments, program graduation completions and other status changes (loss to follow, disenrollment, etc.)
 Agency will ensure fidelity to the HFA program national model, as well as the program-required quality assurance. 	5.1 Abide by HFA model requirements and must be implemented in accordance with the HFA model requirement.	Ongoing through June 30, 2026	5.1 Documentation that affiliate status with HFA National Office is active and available upon request.
 Agency will conduct visits in-person in client's home or choice of location, with circumstantial exceptions. Virtual home visits are preferred alternates if in- person visits are not possible. Virtual visits can also supplement follow-up to in-person home visits. 	6.1 Primary visits must be conducted in-person except for circumstances such as inclement weather, safety situations, client schedule conflicts, or similar situations like that of the COVID-19 pandemic. When Telehealth and virtual home visits are necessary, these must be conducted on HIPAA-compliant video communication platforms, as approved by the U.S. Department of Health and Human Services (HHS). https://www.hhs.gov/hipaa Home visitors should be trained in the technology to be used during the home visits, prior to conducting virtual home visits,	Ongoing through June 30, 2026	6.1 Visit data must be entered into database and reported in Public Health monthly, quarterly, and annual reports.

	Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
7.	Agency will implement the home visiting program using agency's policies and procedures, as well as other CalWORKs HVP applicable policies, procedures, and/or protocols.	7.1 Conduct an annual review of the policies and procedures of HFA agency, as well as those implemented by CalWORKs HVP through DPSS and/or Public Health and recommend updates as needed.	Ongoing through June 30, 2026	7.1 Maintain copies of policies and procedures, and records when employees have acknowledged understanding and changes in such. These must be available on-site visit and upon request.
		7.2 Collaborate with Public Health and DPSS to execute the DPSS mandated HVP client services consents forms via the use of the agency's Service Consent and Participation Agreements.	Within 3 months of HVP participation	7.2 Submit copies of the DPSS mandated Service Consent and Participation Agreement forms to Public Health and maintain records on files for review.
8.	Agency will collect client data in accordance with CDSS, DPSS, Public Health, and HFA requirements; and maintain current and accurate documentation.	8.1 Develop client and child documentation process and procedure based on HFA model requirements and agency policies and procedures.	Upon participant enrollment and ongoing thereafter	8.1 Maintain up-to-date chart documentation procedures
		8.2 Develop a chart audit process and coordinate with Public Health to conduct regular reviews/audits to ensure Continued Quality Improvement (CQI) and quality assurance in meeting data and documentation requirement.	Every 3-4 months	8.2 Maintain chart documentation and audit process and results
9.	Agency will administer HFA model, DPSS, and Public Health required screening tools namely PHQ-9, GAD-7, PAPF, ASQ-3, and ASQ-SE2; make referrals and linkages, and perform	9.1 Family Support Specialists complete training for the screening tools.	Ongoing through June 30, 2026	9.1 Training log or certificate of completion.
	follow-up to ensure successful linkages	9.2 Family Support Specialists administer screening tools as indicated by HFA model and Public Health requirements.	Ongoing through June 30, 2026	9.2 Document records of screening assessments completed in database system or agency documentation charts. Provide reports as requested.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	9.3 Utilize database and other agency-related data collection tools to track completion of the screening frequencies and results of eligible clients and their children.	Ongoing through June 30, 2026	9.3 Maintain documentation of screenings completed in data system and/or client charts.
	9.4 Document referrals and linkages made for the following assessments: a. PHQ-9 b. GAD-7 c. PAPF d. ASQ-3 e. ASQ-SE2	Ongoing through June 30, 2026	9.4 Maintain records of referral and linkages made when screenings warrant further evaluation, intervention, and follow up.
10. Conduct a CQI process which is aligned with HVP goals.	10.1 Agency will develop and follow a CQI plan based on agency's established policy and procedure plan.	Within 6 months of HVP Implementation	10.1 Maintain copy of CQI plan and document action steps taken to achieve program improvement on selected priority areas.
	10.2 Attend and communicate quality improvement activities with new or existing Community Advisory Board (CAB) in the geographical area where services are offered.	Follow established CAB meeting schedule	10.2 Maintain CAB meeting notes as a resource for program improvement.
11. Agency will use data to create monthly and/or quarterly reports, to inform and improve program activities.	11.1 Use HVP created reports, as available in the database for the purposes of data report, data cleaning, CQI, and program management.	Monthly	11.1 Agency will provide reports and document improvement plans.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
12. Agency will ensure that data elements reflect outcome measures that are required by CalWORKs HVP and will submit monthly, quarterly and/or annual reports as required by Public Health and/or DPSS.	12.1 Use Public Health and DPSS identified tracking forms, screening assessment tools, and other processes defined in the modelissued data collection manual. DPSS HVP data tracking forms are called PA and GN forms.	Ongoing through June 30, 2026	12.1 Provide required monthly data and reports as specified in Data Element Requirement (Attachment C). Submit all DPSS HVP (PA and GN) tracking forms by set deadlines.
	12.2 Collect and enter data into the database system within 72 working hours. Staff will verify the accuracy and completeness of data input into the data system adhering to data cleaning requirement.	Ongoing through June 30, 2026	12.2 Data must be entered timely in database and made available for review.
	12.3 Agency will ensure data is collected and entered in the required HVP19 form/ Attachment A of the Agency's Monthly Status Reports and will submit timely to CalWORKs HVP Program Management staff.	Monthly	12.3 Submit CalWORKs HVP Monthly Reports, including required attachments on data outcomes, referral, and training trackers on the 15 th of every month for the prior month of service delivery.
	12.4 Use CalWORKs HVP-created templates and reports generated from the authorized database for the purposes of quarterly and annual data reporting.	Quarterly September 15 th December 15 th March 15 th *May/June 15 th *Dependent on contract end date **Annual TBD	12.4 Submit quarterly/annual reports on templates provided by Public Health.
	12.5 Collaborate with Public Health Data staff to ensure accuracy and timely reporting of data requirements.	Ongoing through June 30, 2026	12.5 Dates submit documented and on file.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
Adhere to the Performance-Based Criteria and Targets as outlined in Attachment D.	13.1 Agency will use the performance-based criteria to meet the corresponding performance targets. (See Attachment D)	Varies, depending on the criterion.	13.1 Outcomes documented for performance targets as listed in Attachment D.
	13.2 Ensure timely collection of data from all subcontractors and timely submission to HVP Data Analyst.	Ongoing through June 30, 2026	13.2 Submit all required data delivered to CalWORKs HVP staff by specified timelines.
14. DPSS <u>may</u> require special time studies for purposes of generating additional revenues and/or for distributing such revenues.	14.1 Agency will perform time studies as per DPSS requirement. Maintain employee time records and perform program time studies if required by the State and/or DPSS.	When required	14.1 Time studies must be available for review and/or submission.
15. Agency will Participate in any follow-up recommendations or requirements set by CDSS and evaluators on the Statewide HVP evaluation report as part of CalWORKs HVP CQI efforts.	15.1 Agency will Participate in the CQI workgroup convenings when county representatives and stakeholders are invited to Participate at state and local levels.	Ongoing through June 30, 2026	15.1 Attendance/participation documentation on file.
	15.2 Agency will encourage and promote with current and/or former CalWORKs HVP clients to Participate in CQI Workgroup convenings, as requested.	Ongoing through June 30, 2026	15.2 Attendance/participation documentation on file.
16. Agency will provide additional descriptive and outcome indicators, as appropriate for the operation of CalWORKs HVP.	16.1 Collect, maintain, and protect personal information of individuals and families against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws.	When required	16.1 Provide data upon request to county, state, or other participating entities.
17 Agency will implement the Material Goods Allowance set forth for CalWORKs HVP based on CDSS-applicable All County Information Notices, All County Letters, and related state mandates.	17.1 Agency will utilize and adhere to the Public Health \$1,000.00 Material Goods protocol to guide the procurement, issuance, and tracking process, including use and submission of templates and reporting forms provided for such purposes.	Ongoing through June 30, 2026	17.1 Material Goods tracking forms, supervisory reviews, and needed verification and signatures for agency management approval must be kept in agency files and be made available for audit and monitoring.

SCOPE OF WORK

ENROLLMENT ELIGIBILITY CRITERIA

To be eligible for home visiting services, a participant must meet one of the following:

- 1. Be a member of a CalWORKs assistance unit, pregnant and/or the parent or caretaker relative of a child/ren less than 36 months, includes CalWORKs child-case only.
- 2. If no other children, be a pregnant individual who has applied for CalWORKs and is apparently eligible for CalWORKs aid.
- 3. The enrollment time frame will be based on program model requirements or as agreed upon between DPSS and Public Health.

HVP SERVICE TO BE PROVIDED:

Per most recent approved County Plan for Los Angeles County from CDSS, home visiting services shall be offered to CalWORKs HVP eligible families for a period of up to 36 months or until the youngest enrolled child's third birthday, whichever is later. The services shall include but not be limited to resources and referrals relating to the following:

- 1. Prenatal, infant, and toddler care education and support;
- 2. Infant and child nutrition;
- 3. Developmental screening and assessments;
- 4. Parent education, parent and child interaction, child development, and childcare;
- 5. Job readiness and barrier removal;
- 6. Domestic violence/sexual assault, mental health, substance abuse treatment referrals it needed, and
- 7. Encouragement to enroll participant's child in a high-quality, early learning setting, or participate in playgroups, or other child enrichment activities, as appropriate.

SCOPE OF WORK

Home Visiting Program Required Training List

✓	Training	Program Manager	Supervisor	Home Visitor	Administrative Staff
Requ	ired Before Starting to See Clients				
	DPSS HVP Overview and Orientation * (CalWORKs GAIN Benefits, HVP Forms and data tracking)	X	X	X	Optional
	National Model & Curriculum Training (Stop-Gap may be used; follow HFA guidelines)	X	X	X	Optional
	HFA Family Resilience and Opportunities for Growth (FROG) Scale Core Training (Stop-Gap may be used; follow HFA guidelines)	N/A	N/A	X	N/A
	HIPAA Training * (CDSS Standard Four Option)	X	X	X	X
	Child Abuse and Mandatory Reporting	X	Χ	X	Optional
	Maternal Depression and PHQ-9	Encouraged	X	X	Optional
	GAD-7	Encouraged	Χ	X	Optional
Requ	ired before Administering the Tool				
	Using the ASQ-3 to Communicate about Child Development b	Encouraged	X	X	Optional
	ASQ-SE2	Encouraged		X	Optional
	PAPF	Encouraged	X	X	Optional
Withi	n 3 Months of Hire				
	Public Health HVP Data Requirements and Reports Training for new Directors/Managers, Data Analysts, etc.	Х	Х	Optional	Optional
	California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) *	Encouraged	X	Х	Optional
	Reflective Practice * (CDSS Standard One)	X	X	X	Optional
	Cultural Competency & Humility * (CDSS Standard Two and an Option for Standard Four)	Х	Х	Х	Optional

SCOPE OF WORK

	Trauma-Informed Care * (CDSS Standard Three)	X	Х	Х	Optional
	Home Visitor Safety/Field Safety and Self-Defense	X	X	X	Encouraged
With	n 6 Months of Hire				
	HFA Family Resilience and Opportunities for Growth (FROG) Scale Supervisor Core Training (Supervisors must complete if supervising staff who use the tool.)	Optional	Х	N/A	N/A
	Other DPSS Programs Review Trainings (completion time frame could vary)	Encouraged	X	X	Optional
	Motivational Interviewing & Follow-up	Encouraged	Χ	X	Encouraged
	Empathetic and Parent and Child Communication	X	X	X	Optional
	Brain Development and Early Infant Development	X	X	X	Optional
	Bonding and Attachment	X	Х	X	Optional
	Family Planning	Encouraged	X	X	Optional
	Family Violence	X	X	X	Optional

*DPSS HVP or CDSS required trainings ** Other DPSS Programs Review Trainings completions time frame could vary dependent upon training availability.

In cases where needed trainings are not available through Los Angeles Best Babies Network (LABBN) or the model's National Office, Contractors are permitted to engage consultants to fulfill the training requirements specified by the respective home visitation model. Contractor should work with their Program Manager and LABBN for guidance on available trainings from outside entities.

SCOPE OF WORK

Additional CalWORKs HVP HFA Trainings Based on LABBN Standardized Training for Los Angeles County Home Visiting Programs

Dased on LADDIT Star	Dased on LADDIN Standardized Training for Los Angeles County Home Visiting Programs				
Coordinated Home Visiting Cohort Training (Timing of taking these LABBN trainings should align with the HFA model training schedule to ensure that home visiting staff are meeting the knowledge and skills to administer screening assessments, frequencies, and providing needed interventions, services, and/or linkages.)	 Compassion Fatigue Grief and Loss Life Skills Progression Motivational Interviewing and Follow-up Parent and Child Empathetic Communication Shifting the Paradigm Brain Development and Early Infant Development Bonding and Attachment Family Planning 1 and 2 Health Coverage Milestones and Development: Expectations for Birth to 12 months Cultural Competency and Humility Family Violence Preventive Care: Prenatal and Postpartum Care Ongoing Postpartum and Newborn Care Healthy Homes and Infant Toddler Safety Childbirth Education Day 1 and 2 Motivating and Supporting Families to Breast/Chestfeed Fatherhood Engagement 				
Continuing Education	 Home Visiting Peer to Peer Workshops Home Visiting Regional Workshop Quarterly Webinar Continuing Education Home Visiting Program Manager/Supervisor Monthly Meetings Home Visiting Program Manager and Outreach Peer to Per Meeting Reflective Practice Group Participation Manger/Supervisor Reflective Supervision Coaching Annual Summit 				
Database Training	Stronger Family Database TrainingTableau Training				

DATA ELEMENT REQUIREMENT				
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS			
Maternal elements: DOB or age, race, ethnicity, primary language, sexual orientation, disability, gender assigned at birth, gender identity, number of prior pregnancies, residential ZIP code, prenatal care, engage in child-parent interaction activities, job readiness and employment status, history with intimate partner violence, substance abuse, mental health.	Maternal elements: depression and anxiety screening, referral, and linkage to identify resources; completion of postpartum visit; educational attainment; employment status.			
Child elements: DOB, full or pre-term birth, live birth, birth weight, regular well-child check-ups, health and developmental factors, developmental needs, linkage to developmental services, receiving early learning services, child welfare.	Child elements: well-child examinations/visits; child developmental screening, referral, and linkage; child abuse report; childcare; early childhood education.			
Service delivery elements : First successful completed home visit, enrollments, duration of families' participation in home visiting program, number of home visits, number of program completions, termination date (early and scheduled), reason for early termination.	Parenting capacity: protective factors, involvement in child-parent activities Referral to identify resources and access to identify resources: referral outcomes. Self-sufficiency: educational or trainings attainment, workforce training, employment, financial stability.			

	PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS				
	PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORING	PERFORMANCE TARGETS		
1.	Demographic data such as race, ethnicity, national origin, and primary and secondary language are collected for all children and program participants enrolled in CalWORKs HVP.	De-identified individual or aggregated summary via quarterly reports and/or upon request. This is collected at enrollment and reported upon request.	Data on CalWORKs HVP participants' race, ethnicity, national origin, and primary and secondary language are collected 100% at enrollment.		
2.	Rates of children receiving regular well-child check-ups.	De-identified individual or aggregated summary via quarterly reports and/or upon request. Collect the number of unduplicated children who have received their age-appropriate well-child check-ups and the total number of children who should be receiving their age-appropriate well-child check-ups, at every home visit.	80% of children scheduled will receive their well-child check-ups on schedule.		
3.	Rates of children receiving immunizations, in accordance to the American Academy of Pediatrics (AAP) Bright Future guidelines, if available.	If available, collect the number of unduplicated children who have received their immunizations according to AAP Bright Future guidelines. Include total number of children who were scheduled to receive age-appropriate immunizations. To be reported upon request.	80% of children will receive their age- appropriate scheduled immunizations.		
4.	 Implement developmental screenings (ASQ-3 and ASQ-SE 2). a. Rates of children receiving a developmental screening. b. Rates of children showing a score below the developmental threshold for age. c. Rates of children who meet developmental threshold for age. d. First time referrals for further developmental assessment for children showing a score below the developmental threshold. 	De-identified individual or aggregated summary via monthly report. a. unduplicated number of children receiving developmental screening b. unduplicated number of children who score below the developmental threshold for age (see HVP19 B.19a). c. unduplicated number of children who meet the define developmental threshold for age (see HVP19 B.19b). d. total number of client's receiving a first-time referral for developmental assessment and/or services (see HVP19 C.25).	90% of children will receive developmental screening. 80% of children below developmental threshold for ages will receive referrals for developmental assessment/services.		

	PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS				
	PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORING	PERFORMANCE TARGETS		
		Track any client refusal(s) to linkage.			
5.	Rates of participation in early learning programs and other child interaction activities. a. Children receiving or participating in early learning activities. b. Child/Parent/Caregiver participating in child interaction activities.	De-identified individual or aggregated summary via quarterly reports and/or upon request. a. unduplicated number of children receiving early learning services b. unduplicated number of children/parent/caretakers participating in a child interaction activity.	Report the number of children receiving early learning services and/or child-parent/caregiver participating in child interaction activities. 50% of children will Participate/receive early learning, or parent and child interaction activity.		
6.	Service referrals by type.	De-identified individual or aggregated summary via monthly reports of referrals made. Collect the number of clients receiving a first referral according to referral type. See HVP 19 C.26 (a through n) for referral categories.	Report all unduplicated number of first-time referrals received by clients.		
7.	Service accessed (linkage) by type.	De-identified individual or aggregated summary via monthly reports of referral outcomes. Collect the number of clients who received a service after an HVP referral. Report clients by service type received. See HVP19 C.27 (a through n) for referral categories.	Report all the number of clients receiving service after a home visitor referral.		
8.	Number of home visits completed.	De-identified individual or aggregated summary via monthly reports. Collect number of home visits completed. See HVP19 B.14.	Report total number of home visits completed for all clients.		

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS				
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORING	PERFORMANCE TARGETS		
9. Duration of families' enrollment in home visiting program. Data to be collected only once a client exits the HVP program.	De-identified individual or aggregated summary via monthly reports. Collect number of months clients were enrolled in home visitation. Report the number of clients who were enrolled by time range. See HVP19 B.24 for time ranges.	Report the number of clients who exited the program, and the time range they were enrolled in home visitation.		
Parental satisfaction with their gains in parenting skills and knowledge via PAPF tool.	De-identified individual or aggregated summary via quarterly reports and/or upon request. Collect number of PAPF assessments completed.	Report upon request parental satisfaction with their gains in parenting skills and knowledge.		
11. Food and housing stability (referrals and linkage outcomes).	De-identified individual and aggregated summary via monthly reports. Assess all clients for food and housing stability. a. Collect unduplicated number of clients receiving first time referral made by home visitor to food (see HVP 19 C.26b) or housing services (see HVP19 C26e). b. Collect unduplicated number of clients receiving food or housing services after a home visitor referral. See HVP19 (C.26b and C.27e).	 a. The total number of referrals for food and housing stability. b. The total number of clients receiving services for food or housing services as a result of an HVP referral. 		
12. Workforce training, employment, and financial stability.	De-identified individual and aggregated summary via monthly reports. Collect the employment status of clients in HVP via a database system and/or DPSS LRS system. a. unduplicated number of clients receiving a first-time referral to academic, instructional or workforce services (includes college education, adult education, occupational programs). See HVP19 C.26a.	80% of unduplicated clients will receive first time referrals to academic or instructional, and workforce readiness services. 50% of unduplicated clients will receive access to academic or instructional, and workforce readiness services on referrals made.		

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS						
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORING	PERFORMANCE TARGETS				
	 b. unduplicated number or clients receiving academic services (includes employment training and financial education) training. See HVP 19 C.26m. c. unduplicated number of clients who received or were linked to instructional services. See HVP 19 C.27a. d. unduplicated number of clients who received workforce readiness services. See HVP 19 C.27m. 					
13. Access to immigration services and remedies.	De-identified individual and aggregated summary via monthly reports. a. The unduplicated number of clients receiving a first-time referral to immigration services or remedies. See HVP19 C.26f. b. The unduplicated number of clients who received or were linked to immigration services or remedies. See HVP19 C.27f.	80% of unduplicated clients in need of services will receive first time referral to immigration services or remedies services. 30% of unduplicated clients will receive access to immigration services or remedies services.				
14. Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.	Staff roster and/or other tracker (e.g., agency's monthly report attachment b/training tracker) containing workforce capacity, bilingual capabilities, training completions and future trainings needs.	Agency should hire home visiting program workforce that is representative of the home visiting client demographics. Report staffing including workforce capacity, workforce demographics, including employer and certification status, training completions and future trainings.				
15. Child welfare referrals and outcomes.	Collect child welfare referrals (e.g. referrals to child protective services) and the outcomes of the referrals. Internal Agency tracking or available database system. To be tracked and reported upon request.	Report ongoing referrals and outcomes of child welfare referrals.				

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS							
METHOD OF DATA COLLECTION & REPORING	PERFORMANCE TARGETS						
Collect, maintain, and protect personal information of individuals and families against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws. a. Inform clients of statewide HVP evaluation. b. Share identifiable client data, as requested for the purpose of meeting requirement of the HVP evaluation	Provide data upon request to county, state, or other participating entities. a. Informed clients of statewide evaluation and established data sharing agreements with clients at point of enrollment and/or as required. b. Provide data required for the purpose of HVP evaluation, as requested.						
Staff Roster with language capacity	Hire multi-lingual language staff, proportion to the percentage of multi-lingual clients served, when available.						
Annual Aggregate Summary	Example: 60% of enrolled clients will complete HVP or until funding ends						
Staff Roster with client capacity	100% compliance with caseload requirements outlined in the contract with considerations aligned to the national model standards.						
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).						
Public Health will provide procedural guidance on methods and/or tools to be administered for the purpose of gathering participant satisfaction and program's effectiveness, if applicable.	80% or more of the recipients will complete a program survey. 80 % of the completed surveys will have a minimum rating of "satisfied" for the services received.						
	METHOD OF DATA COLLECTION & REPORING Collect, maintain, and protect personal information of individuals and families against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws. a. Inform clients of statewide HVP evaluation. b. Share identifiable client data, as requested for the purpose of meeting requirement of the HVP evaluation Staff Roster with language capacity Annual Aggregate Summary Staff Roster with client capacity Sign-in sheet or certificate of training completion Public Health will provide procedural guidance on methods and/or tools to be administered for the purpose of gathering participant satisfaction and program's effectiveness, if						

SCOPE OF WORK

PERIOD: July 1, 2024 through June 30, 2026	CONTRACTOR:

Project Goals:

The California Home Visiting Program State General Fund (CHVP SGF) Expansion supports pregnant women and families and helps at-risk parents of children from birth to 3-5 years old to access the resources and hone the skills they need to raise their children who are physically, socially, and emotionally healthy, and ready to learn.

- 1) The CHVP SGF Expansion aims to:
 - a. Improve health and development;
 - b. Prevent child injuries, child abuse, neglect, or maltreatment, and reduce emergency department visits;
 - c. Improve school readiness and achievement;
 - d. Reduce crime, including domestic violence;
 - e. Improve family economic self-sufficiency; and
 - f. Improve the coordination and referrals for other community resources and supports.
- 2) Parents As Teachers (PAT) agencies will:
 - a. Provide nationally accredited home visiting services to at-risk populations, integrating mental health screening and referrals to support increase in protective factors, decrease in risk factors and promotion of maternal and child health and well-being;
 - b. Provide leadership and structure for the implementation of the Los Angeles County Department of Public Health (Public Health) led CHVP at the agency level:
 - c. Collect and submit required CHVP data; and
 - d. Monitor outcome instrument measures and performance-based criteria to show reduction in risk factors and increase in protective factors.

CHVP Objective 1: Provide leadership and structure for the implementation of the CHVP SGF Expansion.

Objectives	Activities and Subtasks	Timeline	Deliverables
STAFF REQUIREMENTS			
1.1 PAT implementing agency shall maintain accreditation as an affiliate program of the PAT National Office, have a business office in the service planning area (SPA) of targeted service, and have three-years minimum of providing home visitation services.	1.1.1 Use PAT evidence-based model for delivery of services under CHVP SGF funding.	Ongoing through June 30, 2026	1.1.1 Agency will maintain in its records proof of active PAT accreditation during home visiting contract. It will also keep in file and submit as requested to Public Health the approved PAT curriculum that

	Objectives		Activities and Subtasks	Timeline	Deliverables	
						will be used in delivering home visiting services.
1.2	Agency will implement the Public Health- led CHVP using culturally sensitive home visiting practices.	1.2.1	Complete cultural sensitivity trainings via in-person attendance and/or webinar.	Once every two years; refresher trainings every two years.	1.2.1	Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
		1.2.2	Use culturally sensitive materials and translation/interpreter services, as needed.	Ongoing through June 30, 2026	1.2.2	Maintain samples of materials and directory of translation/interpreter services on file.
		1.2.3	Develop and maintain tracking record of translation/interpreter services used.	Ongoing through June 30, 2026	1.2.3	Tracking system developed and maintained.
		1.2.4	Recruit and hire staff that reflects the community served and/or speak the language of participants, whenever possible.	Ongoing through June 30, 2026	1.2.4	Submission of Staffing Report.
1.3	Agency will hire, train, and retain staff in compliance with the PAT model (CHVP requirements); and comply with CHVP and Public Health training requirements and implementation of the required screening tools.	1.3.1	Ensure staff is hired in accordance with the PAT model. Maintain number of home visiting staff to meet caseload capacity based on PAT guidelines and funder requirements. (Refer to CHVP Policy on Staffing Requirement).	Initial hiring within first month of CHVP participation, then ongoing when there is vacancy.	1.3.1	Staffing requirements and qualification records will be kept on file. Document and report any staff change in the Public Health CHVP Monthly Reports and CHVP Staffing Reports.
		1.3.2	New staff must complete PAT core training within 6 months of hire.	Within 6 months as required by the PAT model.	1.3.2	Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.

Objectives		Activities and Subtasks	Timeline		Deliverables
	1.3.3	Ensure home visiting staff participate and complete, or is scheduled, for the Trainings as listed in Attachment B.	Varied timelines. Refer to the Training List, Attachment B.	1.3.3	Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	1.3.4	Develop and maintain tracking mechanism for training completion of staff.	Ongoing through June 30, 2026	1.3.4	Training attendance and/or schedules and materials are on file.
	1.3.5	Participate in CHVP meetings, workgroups, trainings, and regular Technical Assistance (TA) calls with CHVP and Public Health.	Ongoing through June 30, 2026	1.3.5	Meeting attendance, workgroup participation, training logs and/or TA call attendance/schedules and materials are on file.
	1.3.6	Hire and maintain at least three full-time equivalent Parent Educators to serve the maximum negotiated caseload capacity per home visitor per fiscal year with CDPH and in adherence to PAT model guidelines.	Ongoing through June 30, 2026	1.3.6	Report staffing, staff changes, and staff caseload capacity using Public Health CHVP programmatic monthly reporting, contract management unit invoicing, and CHVP Staffing Reports.
PROGRAM REQUIREMENTS					
1.4 Agency will perform all activities according to, and with fidelity to, the PAT home visiting guidelines and CHVP requirements (CHVP Requirement).	1.4.1	Perform all activities with fidelity to the PAT evidence-based model's Essential Requirements. The agency's program design for meeting these requirements must be demonstrated in the agency's Affiliate Plan.	Ongoing through June 30, 2026	1.4.1	Maintain current accreditation with PAT National Office. Submit accreditation documents upon request.

Objectives		Activities and Subtasks	Timeline		Deliverables
1.5 Agency will adhere to all CHVP Policies and Procedures (CHVP Requirement) relating to implementation of PAT at the assigned Service Planning Area (SPA).	1.5.1	Maintain copies of agency Policies and Procedures incorporating the CHVP Policies and Procedures and updating them as needed.	Ongoing through June 30, 2026	1.5.1	Maintain copies of agency PAT policies and procedures that incorporate CHVP policies and procedures. Must be available during site visit and upon request.
	1.5.2	Comply with California Department of Public Health (CDPH) CHVP and Public Health CHVP Policies, Procedures, and Protocols, as they are presented and implemented. CDPH requires agency to review to CHVP policies and procedures on an annual basis, and to adhere to these as directed.	Ongoing through June 30, 2026	1.5.2	Implement applicable and related CDPH CHVP and Public Health CHVP Policies, Procedures, and Protocols. Agency will schedule annual review of CHVP policies and protocols and maintain records on date of when the review was conducted. Document review and acknowledgement of such policies, protocols, and procedures.
Agency will collaborate with local early childhood system partners (CHVP Requirement).	1.6.1	Collaborate with local early childhood system partners to provide a continuum of services.	Ongoing through June 30, 2026	1.6.1	Maintain records of collaborative efforts with local partners. Submit as requested.
1.7 Site will maintain a Community Advisory Board (CAB).	1.7.1	Coordinate CAB meetings at least quarterly for the purposes of establishing appropriate linkages for referral/service systems and other community supports, including statewide and local early childhood partners.	Ongoing through June 30, 2026	1.7.1	Submission of CAB Meeting Materials (CAB Roster, Agenda, and Minutes) with Status Reports.

Objectives		Activities and Subtasks	Timeline		Deliverables
1.8 Agency will administer PAT model, CHVP, and Public Health required screening tools namely Patient health	1.8.1	Parent Educators complete training for the screening tools.	Ongoing through June 30, 2026	1.8.1	Training log or certificate of completion.
Questionnaire (PHQ)-9, Generalized Anxiety Disorder (GAD)-7, Parents' Assessment for Protective Factor (PAPF), Ages and Stages Questionnaire (ASQ)-3, Ages and Stages Questionnaire-Social	1.8.2	Parent Educators administer screening tools as indicated by PAT model and Public Health requirements.	Ongoing through June 30, 2026	1.8.2	Document records of screening assessments completed in Penelope data system. Provide reports as requested.
Emotional (ASQ-SE2), and Relationship Assessment Tool (RAT); make referrals and linkages, and perform follow-up to ensure successful linkages.	1.8.3	Utilize Penelope and other agency- related data collection tools to track completion of the screening frequencies and results of eligible clients and their children.	Ongoing through June 30, 2026	1.8.3	Maintain documentation of screenings completed in Penelope data system.
	1.8.4	Document referrals and linkages made for the following assessments: a. PHQ-9 b. GAD-7 c. PAPF d. ASQ-3 e. ASQ-SE2 f. RAT	Ongoing through June 30, 2026	1.8.4	Maintain records of referral and linkages made when screenings warrant further evaluation and follow up.
CONTINUOUS QUALITY IMPROVEMENT (CQ	I) REQL	JIREMENTS		1	
1.9 Conduct CQI process, which is aligned with CHVP goals.	1.9.1	Develop and adhere to a CQI plan based on agency-established or newly approved policies and procedures.	Within 6 months of CHVP participation	1.9.1	Maintain copy of CQI plan in agency records, and report and document action steps taken to achieve program improvement on selected priority areas. Submit documentation and update changes with Status Reports.

SCOPE OF WORK

Objectives		Activities and Subtasks	Timeline		Deliverables
	1.9.2	Communicate quality improvement activities with new or existing Community Advisory Board (CAB) or other community collaborative designated to address quality improvement.	As required by CHVP in Status Reports.	1.9.2	Maintain CAB as a resource for program improvement. Completion of CAB involvement in Status Reports as part of CQI efforts required by CHVP.
	1.9.3	Utilize data to inform and improve program activities.	Ongoing through June 30, 2026	1.9.3	Submission of CQI plan, data, and/or information as requested by CHVP and CQI as part of Status Reports.
1.10 Participate in CHVP Conferences, Meetings, Technical Assistance Calls, and other related CHVP activities.	1.10.1	Attend conferences, meetings, technical assistance calls, and other related activities required by CHVP and Public Health.	Ongoing through June 30, 2026	1.10.1	Maintain records of attendance in conferences, meetings, and TA calls.

CHVP Objective 2: Local Implementing Agency (LIA) will reach and maintain negotiated Caseload Capacity (CC)

Objectives	Activities and Subtasks		Timeline		Deliverables	
OUTREACH AND ENROLLMENT REQUIREMENTS						
2.1 Agency will pursue, develop, and maintain relationships with local service agencies, hospital, and referral resources to facilitate the coordination of services and recruit participants.		Develop Memorandum of Understanding (MOU) and/or informal written agreements (e.g. letters of support) with community agencies and service providers.	Ongoing through June 30, 2026	2.1.1	Submission of formal and/or informal agreements with community agencies and service providers with Status Reports. Maintain and/or submit Outreach Log.	
	2.1.2	Work with Public Health to develop an outreach plan.	Within 3 months of CHVP participation and reviewed at least	2.1.2	Maintain copy of outreach plan in agency records.	

Objectives		Activities and Subtasks	Timeline		Deliverables
	2.1.3	Provide outreach to the community.	biannually. Ongoing through June 30, 2026	2.1.3	Maintain an outreach log with program contacted, method, materials used, and date of contact.
	2.1.4	Receive referrals from Public Health, community partners and agencies; and triage as appropriate to meet the required active caseload.	Ongoing through June 30, 2026	2.1.4	Document, monitor, and maintain records of referrals, referral dispositions, and enrollments.
CASELOAD REQUIREMENTS	1				
2.2 Agency will reach negotiated caseload capacity with CDPH at any combination of service levels per full-time Parent Educator. Parent Educators are to maintain the caseload throughout the	2.2.1	Provide services to high risk and/or high need pregnant or parenting women with one or more of the criteria listed in Attachment A.	Ongoing through June 30, 2026	2.2.1	Maintain documentation of enrollment criteria in client chart.
duration of the program (CHVP Requirement). * CDPH negotiated capacity since Fiscal Year 21-22 for CHVP SGF PAT subcontracts is 18 families per Parent	2.2.2	Maintain active caseload at capacity per home visitor.	6 th month after home visitor's completion of PAT Model Training and monthly thereafter	2.2.2	Monitor monthly caseload, including new enrollments and dismissals.
Educator based on PAT Evidence-Based Program (EBP) Essential Requirements. CDPH caseload capacity may be adjusted dependent on model fidelity requirements. LAC Public Health's minimum caseload capacity requirements is 20 families per Parent Educator. Minimum caseload requirements may be impacted due to intensive levels of service and will be coordinated by Public Health with CDPH to meet model and state requirements.	2.2.3	As per CHVP requirement: Maintain 100% of caseload capacity. Caseload will be reviewed monthly. If compliance standards are not met in a timely manner, CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.	6th month after home visitor's completion of PAT Model Training and monthly thereafter. CHVP requires that any site meeting less than the 85% of the maximum caseload capacity (MCC) be placed on Extra	2.2.3	Reach active caseload by 85% at the end of the 6 th month of core training completion, and consistently maintain 100% of caseload capacity, thereafter. If below 85% MCC, submission of ESP as required by CHVP staff.

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	Note: Any Agency that falls below 85% of the contracted Caseload Capacity (CC) for three consecutive months may be required to participate in a corrective action process. 2.2.4 Agency will adhere to all CHVP Policies and Procedures relating to CC.	Support Plan (ESP), formerly known as the Performance Improvement Plan (PIP). Ongoing through June 30, 2026	2.2.4 Participate in regular technical assistance calls and ESP meetings with CHVP and/or Public Health staff.

CHVP Objective 3:

Maintain clean and compliant data for all home visiting activities and participants per model and CHVP policy.

Objectives	Activities and Subtasks	Timeline	Deliverables
CONSENT REQUIREMENTS			
3.1 PAT implementing agency will require its CHVP SGF PAT participants to sign the CHVP consent form (CHVP Requirement).	participants are required to sign the	Upon client enrollment and ongoing thereafter	3.1.1 Provide evidence of signed CHVP SGF PAT participant consent forms.

Objectives		Activities and Subtasks	Timeline	Deliverables	
DATA REQUIREMENTS					
3.2 PAT implementing agency will coordinate data system requirements with the PAT National Office for use of the Penelope data system (CHVP Requirement).	3.2.1	Supervisor, Parent Educators, and/or management/support staff working on PAT data must be trained on the use of the Penelope data system.	Within 6 months of approval to use Penelope Database system in Los Angeles County (LAC) and ongoing through June 30, 2026.	3.2.1	Training log on file and submit upon request.
	3.2.2	All home visitors will use the Penelope data system proficiently.	Within 6 months of approval to use the Penelope Database and ongoing though June 30, 2026.	3.2.2	Maintain agency records of Penelope authorized users and submit upon request.
	3.2.3	PAT agency will adhere to CHVP Policies and Procedures relating to compliant data (CHVP requirement).	Ongoing through June 30, 2026.	3.2.3	Evidence of data compliance with CHVP Policies and Procedures.
	3.2.4	All CHVP reports were developed to capture participant data, visits, and caseload information. All sites must use Penelope database for CHVP data entry and continue to submit and upload other CHVP required reports in the CHVP SharePoint.	Upon program implementation and ongoing thereafter.	3.2.4	Use Penelope data system timely and accurately. Submit required reports in CHVP SharePoint per schedule provided.
	3.2.5	PAT agency will provide and/or coordinate with data collection system owners to provide CHVP with monthly enrollment and other reports as needed. (CHVP requirement)	Upon coordination with CHVP and ongoing thereafter.	3.2.5	Participate in regular technical assistance calls and site visits with CHVP staff. Submit monthly enrollment and other reports as needed or required by CHVP.

	Objectives		Activities and Subtasks	Timeline	Deliverables	
3.3	Enter the participant data into Penelope data system within seven working days of data collection (CHVP Requirement).	3.3.1	PAT implementing agency will enter the participant data into Penelope data system within seven working days of data collection.	Data entered within seven days of client visit.	3.3.1	Evidence of data submission within seven working days of data collection.
3.4	Adhere to all CHVP Policies and Procedures relating to compliant data (CHVP Requirement).	3.4.1	Collect and submit timely and accurate data on PAT participant demographics, service utilization, and performance measures according to, and with fidelity to, the PAT model guidelines and CHVP requirements.	Ongoing through June 30, 2026	3.4.1	Provide required data and reports as specified in Attachment C.
		3.4.2	Identify data staff to collaborate with CHVP data personnel to ensure accuracy and timely reporting of data requirements.	Ongoing through June 30, 2026	3.4.2	Submit accurate and timely data reports to CHVP and Public Health HVP management.
		3.4.3	Submit new data expectations and deliverables to CHVP once the Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV) and SGF Expansion have aligned their state reporting requirements.	Upon approval of MIECHV and SGF Expansion data collection alignment and through June 30, 2026	3.4.3	Submit to CHVP new data expectations and deliverables. Enter required data into Penelope and/or upload to CHVP SharePoint, as applicable.
3.5	Provide and/or coordinate with Penelope data system to provide CHVP with monthly enrollment and other reports as needed (CHVP Requirement).	3.5.1	Ensure all agency management and staff read, understand, implement, and use the Penelope data system to be able to provide enrollment reports and other reports, as needed.	Ongoing through June 2026	3.5.1	Maintain records of monthly enrollments and submit upon request.
		3.5.2	Provide authorization for transmission of client-level data from Penelope data system to CHVP.	Ongoing through June 2026	3.5.2	Documentation of authorization for transmission of client-level data from Penelope data system to CHVP on file.

	Objectives		Activities and Subtasks	Timeline	Deliverables	
3.6	Collect participant data in accordance with the PAT requirements and maintain current and accurate documentation (Contract Management Unit	3.6.1	Develop chart documentation process and procedures.	Upon participant enrollment and ongoing thereafter	3.6.3	Maintain up-to-date chart documentation procedures.
	Requirement).	3.6.2	Supervisor to implement and oversee chart audit process, including review of all current charts at minimum of three (3) times per year.	Every 3-4 months	3.6.4	Maintain records of chart documentation and audit process, as well as audit results.

SCOPE OF WORK

All reports and documentation listed below are due via SharePoint unless otherwise directed by CHVP.

Frequency	CHVP Program, Data, and Evaluation Required Reports/Monitoring Channels
A. Quarterly on January 15 th , April 15 th , July 15 th , and October 15 th	1. Staffing Reports
B. Semi-annually on April 15 th and October 15 th	 Status Reports CAB Roster, Agenda, and Minutes MOUs and/or informal agreements with community agencies and service providers
C. Annually as part of the Status Report	 CQI Plan (Initial plan must be submitted, any changes or improvements must be reported and resubmitted, as applicable)
D. During Site Visit (Dates to be Determined)	 Outreach Log Referral Triage Plan Training Log and Training Plans Participant Funding Source Triage Plan Policies and Procedures Participant Consent Forms
E. Upon Request	1. Model Developer Agreement, Accreditation, and Affiliation Documentation

NOTE: If compliance standards are not met in a timely manner, agency may be placed on an ESP, formerly the Performance Improvement Plan (PIP). In addition, CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

SCOPE OF WORK

ENROLLMENT CRITERIA/CONSIDERATIONS:

Services will be provided to low income high-risk and/or high-need pregnant or parenting clients living in LAC. The enrollment time frame will be based on program model requirements or as funding permits. Once enrolled, mothers and their families can continue receiving services until the focus child reaches the maximum age allowable in the PAT model's participation eligibility. Preferably, a family's services can be extended up to the focus child's fifth birthday as per model or funding allows. Agencies contracted to deliver home visiting services under the CHVP should develop a transition plan for enrolled families/clients or sending notifications to clients prior to the end of services as determined by availability of continued funding.

Some examples of high-risk or high-need clients include:

- 1. Pregnant/parenting clients who are at risk of developing maternal depression and/or general anxiety disorder (GAD);
- 2. Pregnant/parenting clients who exhibit early signs of a severe mental illness;
- 3. Pregnant/parenting clients 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 clients in or at risk of entry/re-entry into the criminal justice system;
- 6. Pregnant/parenting women involved or at risk of involvement with the child welfare system;
- 7. Pregnant/parenting women currently or previously in the foster care system;
- 8. Pregnant/parenting women with special needs such as deaf and hard of hearing, developmental delay, physical disabilities, and other physical or developmental disabilities;
- 9. Pregnant/parenting women experiencing homelessness; and
- 10. Pregnant/parenting women who have been exposed to trauma.

Parents As Teachers (PAT)

SCOPE OF WORK

California Home Visiting Program (CHVP) Training List

Training	Program Manager	Supervisor	Home Visitor	Administrative Staff
Required before Starting to See Clients:				
National Model & Curriculum training	✓	✓	✓	Optional
2. HIPAA training	✓	✓	✓	✓
Child Abuse and Mandatory Reporting	✓	✓	✓	Optional
4. PHQ-9 (Depression)	Encouraged	✓	✓	Optional
5. GAD-7 (Anxiety)	Encouraged	~	✓	Optional
6. Relationship Assessment Tool (RAT)	Encouraged	✓	✓	Optional
Required before Administering the Tool				
7. ASQ-3	Encouraged	~	✓	Optional
8. ASQ-SE2	Encouraged	✓	✓	Optional
9. PAPF	Encouraged	✓	✓	Optional
Within 3 Months of Hire				
10. Cultural Competency and Humility	✓	~	✓	Optional
11. Home Visitor Safety/Field Safety	✓	✓	~	Encouraged
12. Reflective Practice	✓	✓	✓	Optional
13. Penelope Institute/Penelope Data Base Training	✓	✓	✓	Encouraged
(CONTINUED ON NEXT PAGE)				

Parents As Teachers (PAT)

SCOPE OF WORK

Within 6 Months of Hire				
14. Bonding and Attachment	✓	✓	✓	Optional
15. Brain Development and Early Infant Development	✓	✓	✓	Optional
16. Empathetic and Parent-Child Communication	✓	✓	✓	Optional
17. Milestones and Development: Expectations for Birth to 12 months (If not covered in model training or discussed in ASQ-3 Training)	✓	✓	✓	Optional
18. Motivational Interviewing and Follow-up	Encouraged	✓	✓	Encouraged
Within 12 Months of Hire				
19. Family Planning		✓	✓	
20. Family Violence	✓	✓	✓	Optional
21. Impact of Toxic Stress and Promoting Resilience (Or equivalent training)	Encouraged	✓	✓	Optional
22. Mental Health First Aid (Or equivalent training)	Encouraged	✓	✓	Optional
Recommended Trainings				
23. Life Skills Progression (If not required by evidence-based program model)				
24. Grief and Loss				
25. Health Coverage (If not required by home visitation agency)				
26. Preventive Care: Prenatal, Postpartum, and Newborn Care (If not covered in model training)				
27. Healthy Homes and Infant Toddler Safety (If not covered in model training)				

In cases where needed trainings are not available through Los Angeles Best Babies Network (LABBN) or the model's National Office, Contractors are permitted to engage consultants to fulfill the training requirements specified by the respective home visitation model. Contractor should work with their Program Manager and LABBN for guidance on available trainings from outside entities.

Parents As Teachers (PAT)

SCOPE OF WORK

CHVP PAT SGF Additional Training List (Continuation) (Based on LABBN Standardized Training for Los Angeles County Home Visiting Programs)

	Title
Coordinated Home Visiting Cohort Training (Timing of taking these LABBN trainings should align with the PAT model training schedule to ensure that home visiting staff are meeting the knowledge and skills to administer screening assessments, frequencies, and providing needed interventions, services, and/or linkages.)	 Orientation and Framework Home Visitor Safety and Self-Defense Compassion Fatigue Grief and Loss Maternal Depression and PHQ-9 Life Skills Progression Motivational Interviewing and Follow-up Parent and Child Empathetic Communication Shifting the Paradigm Brain Development and Early Infant Development Bonding and Attachment Reflective Practice Family Planning 1 and 2 Health Coverage Child Abuse and Mandatory Reporting Milestones and Development: Expectations for Birth to 12 months Using the ASQ-3 to Communicate about Child Development ASQ-SE2 Cultural Competency and Humility Family Violence Preventive Care: Prenatal and Postpartum Care Ongoing Postpartum and Newborn Care Healthy Homes and Infant Toddler Safety Childbirth Education Day 1 and 2 Motivating and Supporting Families to Breast/Chestfeed Fatherhood Engagement

Parents As Teachers (PAT)

Continuing Education	Home Visiting Peer to Peer Workshops	
	Home Visiting Regional Workshop	
	Quarterly Webinar Continuing Education	
	Home Visiting Program Manager/Supervisor Monthly Meetings	
	Home Visiting Program Manager and Outreach Peer to Per Meeting	
	Reflective Practice Group Participation	
	Manger/Supervisor Reflective Supervision Coaching	
	Annual Summit	
Database Training	Stronger Family Database Training	
	Tableau Training	

DATA ELEMENT REQUIREMENT					
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS				
Maternal elements: DOB or age, race, ethnicity, primary language, sexual orientation, disability, gender assigned at birth, gender identity, number of prior pregnancies, residential ZIP code, prenatal care, engage in child-parent interaction activities, job readiness and employment status, history with intimate partner violence, substance abuse, mental health	Maternal elements: depression and anxiety screening, referral, and linkage to identify resources; completion of postpartum visit; educational attainment; employment status				
Child elements: DOB, full or pre-term birth, live birth, birth weight, regular well-child check-ups, health and developmental factors, developmental needs, linkage to developmental services, receiving early learning services, child welfare	Child elements: well-child examinations/visits; child developmental screening, referral, and linkage; child abuse report; childcare; early childhood education				
Service delivery elements: First successful completed home visit, enrollments, duration of families' participation in home visiting program, number of home visits, number of program completions, termination date (early and scheduled), reason for early termination,	Parenting capacity: protective factors, involvement in child-parent activities Referral to identify resources and access to identify resources: referral outcomes Self-sufficiency: educational or trainings attainment, workforce training, employment, financial stability				

Parents As Teachers (PAT)

	PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS					
	PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS			
1.	Home visiting staff meet linguistic and cultural needs of the target service population.	Staff Roster with language capacity	Home visiting staff are bilingual/multilingual and representative of the home visiting client demographics.			
2.	Maintain 100% enrollment of parents and families at all times.	Penelope documentation and CHVP Monthly Reports.	Reach 85% caseload within 6 months after core PAT model training and 100% caseload capacity thereafter.			
3.	Public Health and its contractors provide services in the home of client or client's choice of place for the visit.	Penelope documentation.	85% of home visiting services are provided in the home of clients or clients' choice of place for the visits except during unforeseen crisis situations, such as in a pandemic. Virtual visits can be utilized with prior approval from the Public Health and/or funder, and based on EBP model standards.			
4.	Required client-to-Parent Educator ratio based on CDPH negotiated caseload capacity and adhering to the PAT model fidelity.	Staff Roster with client capacity.	100% compliance with required staffing to provide services.			
5.	Contractor will provide program-specific trainings to all their Parent Educators.	Training log or certificate of training completion.	100% of home visitors will receive the PAT program specific trainings.			
6.	Parent Educators will participate in CHVP, Public Health, LAC home visiting consortium required trainings (Attachment B.)	Training log or certificate of training completion.	100% of home visitors will complete all CHVP and Public Health specified trainings.			
7.	Collect outcomes as directed by Public Health and CDPH.	Parent Educators will administer the GAD-7, PHQ-9, PAPF, ASQ-3, ASQ-SE2, and RAT screenings to individuals served by CHVP.	85% compliance with completion of screening tools including tracking of client refusal(s).			

Parents As Teachers (PAT)

	PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS					
	PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS			
8.	Referral and Linkages to mental health and/or child development support services.	Monthly tracking of referrals and participation.	Public Health 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.	Public Health and its contractors will maintain records of 100% of referrals made and the referral outcome.			
10.	Public Health obtains input from CHVP clients regarding program effectiveness, satisfaction, and knowledge gained by the services and supports delivered.	CHVP and/or Public Health may provide a participant satisfaction survey which will be disseminated to all individuals served by CHVP.	80% or more of the recipients served through CHVP will provide a satisfaction rating of the services received.			
11.	Increase of Protective Factors.	Penelope documentation.	Public Health and its contractors will demonstrate improvement from baseline measure by increasing protective factors for mothers and their children			

SCOPE OF WORK

CONTRACTOR:		

Project Goals:

The Home Visiting Services Learning Sites (LS) under the Family First Prevention Services (FFPS) Program State Block Grant (SBG) will provide pregnant and parenting families in the pilot initiatives with home-based support, knowledge, skills, tools, assistance, and linkages to create a healthy, safe, and ready to learn home environment and establish a secure attachment and development of children 0-5 years old, especially families who have children at imminent risk of entry or are already into foster care. These services expand the continuum of prevention and early intervention services provided by the Department of Public Health (Public Health) Maternal, Child, and Adolescent Health Home Visiting Program (MCAH HVP).

These Department of Children's and Families Services (DCFS) SBG LS, based on appropriation under the California Budget Act of 2021, will support continuum of prevention services in Los Angeles County (LAC), build and improve on infrastructure of referrals and services, and train the professional workforce to deliver model fidelity evidence-based prevention and early intervention services to families and their children.

Parents As Teachers (PAT) agencies will:

- a. Provide nationally accredited home visiting services to at-risk populations, integrating mental health screening and referrals to support increase in protective factors, decrease in risk factors, and promotion of maternal and child health and well-being;
- b. Provide leadership and structure for the implementation of the Public Health-led SBG LS at the agency level;
- c. Collect and submit required SBG data; and
- d. Monitor outcome measures and performance-based indicators based on Evidence-Based Program (EBP) model fidelity.

Objective 1: Provide leadership and structure for the implementation of home visiting services learning sites under DCFS SBG.

Objectives	Activities and Subtasks	Timeline	Deliverables
STAFF REQUIREMENTS			
1.1 PAT implementing agency shall maintain accreditation as an affiliate program of the PAT National Office, have a business office in the service planning area (SPA) of targeted service, and have three-years minimum of providing home visitation services.	1.1.1 Use PAT evidence-based model for delivery of services under SBG funding.	From date of contract execution through June 30, 2026	1.1.1 Agency will maintain in its records proof of active PAT accreditation during home visiting contract. It will also keep in file and submit as requested to Public Health the approved PAT curriculum that will be used in delivering home visiting services.

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SCOPE OF WORK

	Objectives		Activities and Subtasks	Timeline		Deliverables
1.2	Agency will implement the County Public Health-led SBG LS using culturally sensitive home visiting practices.	1.2.1	Complete cultural sensitivity trainings via in-person attendance and/or webinar.	Completed training date must be within the two years of agency implementation of home visiting services under SBG.	1.2.1	Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
		1.2.2	Use culturally sensitive materials and translation/ interpreter services, as needed.	Ongoing through June 30, 2026	1.2.2	Maintain samples of materials and directory of translation/interpreter services on file.
		1.2.3	Develop and maintain tracking record of translation/interpreter services used.	Ongoing through June 30, 2026	1.2.3	Tracking system developed and maintained.
		1.2.4	Recruit and hire staff that reflects the community served and/or speak the language of participants, whenever possible.	Ongoing through June 30, 2026	1.2.4	Staffing roster on file and updated regularly.
1.3	Agency will hire, train, and retain staff in compliance with the PAT model. Comply with DCFS and Public Health training requirements and implementation of the required screening tools.	1.3.1	Ensure staff is hired in accordance with the PAT model. Maintain number of home visiting staff to meet caseload capacity based on PAT guidelines and funder requirements. If fully-trained staff on PAT EBP model is existing, it is	Ongoing through June 30, 2026	1.3.1	Staffing requirements and qualification records will be kept on file. Document and report any staff change in the Public Health SBG Monthly Reports.
			recommended for agency to transition staff who can serve under the SBG learning site.			

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SCOPE OF WORK

Objectives		Activities and Subtasks	Timeline		Deliverables
	1.3.2	Ensure home visiting staff participate and complete, or is scheduled, for the Trainings as listed in Attachment B.	Ongoing through June 30, 2026	1.3.2	Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	1.3.3	Develop and maintain tracking mechanism for training completion of staff.	Ongoing through June 30, 2026	1.3.3	Training attendance and/or schedules and materials are on file.
	1.3.4	Participate in SBG meetings, workgroups, trainings, and regular Technical Assistance (TA) calls with SBG learning sites and Public Health.	Ongoing through June 30, 2026	1.3.4	Meeting attendance, workgroup participation, training logs and/or TA call attendance/schedules and materials are on file.
	1.3.5	Hire and maintain at least two (2) full-time equivalent Parent Educators to serve the maximum negotiated caseload capacity per home visitor per fiscal year, in adherence to PAT model guidelines.	Ongoing through June 30, 2026	1.3.5	Maintain hiring and personnel records on file.
	1.3.6	Recruit, hire, and train staff to support the implementation of PAT (SBG Requirement).	Ongoing through June 30, 2026	1.3.6	Report staffing, staff changes, and staff caseload capacity using Public Health SBG programmatic monthly reporting, contract management unit invoicing, and SBG Staffing Reports.
	1.3.7	Purchase needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.	Ongoing through June 30, 2026	1.3.7	Maintain related records on file.

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SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables					
PROGRAM REQUIREMENTS	ROGRAM REQUIREMENTS							
1.4 Agency will perform all activities according to, and with fidelity to, the PAT home visiting guidelines and SBG requirements.	1.4.1 Perform all activities with fidelity to the PAT evidence-based model's Essential Requirements. The agency's program design for meeting these requirements must be demonstrated in the agency's Affiliate Plan.	Ongoing through June 30, 2026	1.4.1 Maintain current accreditation with PAT National Office. Submit accreditation documents upon request.					
1.5 Agency will adhere to DCFS SBG Policies, Procedures, and Protocols, if any, relating to implementation of PAT at the assigned SPA.	1.5.1 Maintain copies of agency Policies, Procedures, and Protocols incorporating the DCFS SBG Policies and Procedures and updating them as needed.	Ongoing through June 30, 2026	1.5.1 Maintain copies of agency PAT policies and procedures that incorporate SBG policies, procedures, and protocols. Must be available during site visit and upon request.					
	1.5.2 Comply with DCFS SBG and Public Health Policies, Procedures, and Protocols, as they are presented and implemented.	Ongoing through June 30, 2026	1.5.2 Implement applicable and related DCFS and Public Health SBG Policies, Procedures, and Protocols. Agency will schedule annual review of SBG policies and protocols and maintain records on date of when the review was conducted. Document review and acknowledgement of such policies, protocols, and procedures.					
Agency will collaborate with local early childhood system partners	1.6.1 Collaborate with local early childhood system partners to provide a continuum of services.	Ongoing through June 30, 2026	1.6.1 Maintain records of collaborative efforts with local partners. Submit as requested.					

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SCOPE OF WORK

	Objectives		Activities and Subtasks	Timeline		Deliverables
1.7	Site will maintain a Community Advisory Board (CAB).	1.7.1	Coordinate CAB meetings at least twice a year for the purposes of establishing appropriate linkages for referral/service systems and other community supports, including statewide and local early childhood partners.	Ongoing through June 30, 2026	1.7.1	CAB Meeting Materials (CAB Roster, Agenda, and Minutes) on file for review and submit as requested.
1.8	Agency will administer PAT model, SBG, and Public Health required screening tools namely	1.8.1	Parent Educators complete training for the screening tools.	Ongoing through June 30, 2026	1.8.1	Training log or certificate of completion.
	Patient Health Questionnaire (PHQ)-9, Generalized Anxiety Disorder (GAD)-7, Parents' Assessment for Protective Factor (PAPF), Ages and Stages	1.8.2	Parent Educators administer screening tools as indicated by PAT model and Public Health requirements.	Ongoing through June 30, 2026	1.8.2	Document records of screening assessments completed in SFDB. Provide reports as requested.
	Questionnaire (ASQ)-3, and Ages and Stages Questionnaire- Social Emotional (ASQ-SE2); make referrals and linkages, and perform follow-up to ensure successful linkages.	1.8.3	Utilize Stronger Families Database (SFDB) and other agency-related data collection tools to track completion of the screening frequencies and results of eligible clients and their children.	Ongoing through June 30, 2026	1.8.3	Maintain documentation of screenings completed in SFDB and other agency-related data collection system.
		1.8.4	Document referrals and linkages made for the following assessments: a. PHQ-9 b. GAD-7 c. PAPF d. ASQ-3 e. ASQ-SE2	Ongoing through June 30, 2026	1.8.4	Maintain records of referral and linkages made when screenings warrant further evaluation and follow up.

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SCOPE OF WORK

	Objectives		Activities and Subtasks	Timeline		Deliverables
CON	TINUOUS QUALITY IMPROVEM	ENT (C	QI) REQUIREMENTS			
	Conduct CQI process, which is aligned with SBG goals.	1.9.1	Develop and adhere to a CQI plan based on agency- established or newly approved policies and procedures.	Within 6 months of SBG participation	1.9.1	Maintain copy of CQI plan in agency records, and report and document action steps taken to achieve program improvement on selected priority areas. Submit documentation and update changes with Status Reports.
		1.9.2	Communicate quality improvement activities with new or existing CAB or other community collaborative designated to address quality improvement.	As required by SBG in monthly reports.	1.9.2	Maintain CAB as a resource for program improvement. Completion of CAB involvement in monthly reports as part of CQI efforts required by SBG.
		1.9.3	Utilize data to inform and improve program activities.	Ongoing through June 30, 2026	1.9.3	Submission of CQI plan, data, and/or information as requested by SBG and CQI as part of monthly reports.
1.10	Participate in SBG Conferences, Meetings, Technical Assistance Calls, and other related SBG activities.	1.10.1	Attend conferences, meetings, technical assistance calls, and other related activities required by SBG and Public Health.	Ongoing through June 30, 2026	1.10.1	Maintain records of attendance in conferences, meetings, and TA calls.

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SCOPE OF WORK

Objective 2: PAT Agency implementing home visiting under SBG will reach and maintain negotiated caseload capacity.

Objectives		Activities and Subtasks	Timeline		Deliverables					
OUTREACH AND ENROLLMENT REQUIREMENTS										
2.1 Agency will pursue, develop, and maintain relationships with local service agencies, hospital, and referral resources to facilitate the coordination of services and recruit participants, particularly with DCFS, Probation, Prevention	2.1.1	Develop Memorandum of Understanding (MOU) and/or informal written agreements (e.g. letters of support) with community agencies and service providers.	Ongoing through June 30, 2026	2.1.1	Submission of formal and/or informal agreements with community agencies and service providers with Status Reports. Maintain and/or submit Outreach Log.					
and Aftercare (P&A) providers, and Family Resource Centers (FRC).	2.1.2	Work with Public Health to develop an outreach plan.	Within 3 months of SBG participation and reviewed at least biannually.	2.1.2	Maintain copy of outreach plan in agency records.					
	2.1.3	Provide outreach to the community.	Ongoing through June 30, 2026	2.1.3	Maintain an outreach log with program contacted, method, materials used, and date of contact.					
	2.1.4	Receive referrals from Public Health, community partners and agencies; and triage as appropriate to meet the required active caseload.	Ongoing through June 30, 2026	2.1.4	Document, monitor, and maintain records of referrals, referral dispositions, and enrollments.					

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SCOPE OF WORK

	Objectives		Activities and Subtasks	Timeline		Deliverables
CAS	SELOAD REQUIREMENTS					
2.2	Agency will reach negotiated caseload capacity with Public Health at any combination of service levels per full-time Parent Educator, based on model fidelity and essential requirements. Parent Educators are to maintain the caseload throughout the duration of the program (SBG Requirement).	2.2.1	Provide services to high risk and/or high need pregnant and parenting families in the pilot initiatives with home-based support, knowledge, skills, tools, assistance, and linkages to create a healthy, safe, and ready to learn home environment and establish a secure attachment and development of children 0-5 years old, especially families who have children at imminent risk of entry or are already into foster care.	Ongoing through June 30, 2026	2.2.1	Maintain documentation of enrollment criteria in client chart.
		2.2.2	Maintain active caseload at capacity per home visitor.	6 th month after home visitor's completion of PAT Model Training and monthly thereafter	2.2.2	Monitor monthly caseload, including new enrollments and dismissals.
		2.2.3	Maintain a minimum of 85% of negotiated caseload capacity. Caseload will be reviewed monthly.	6 th month after home visitor's completion of PAT Model Training and monthly thereafter.	2.2.3	Sustain minimum of 85% CC. If below 85% MCC, agency will develop CQI plan to address meeting caseload requirements.
		2.2.4	Agency will adhere to all SBG DCFS Policies and Procedures relating to Caseload Capacity.	Ongoing through June 30, 2026	2.2.4	Participate in regular technical assistance calls and Extra Support Plan meetings with SBG and/or Public Health staff.

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SCOPE OF WORK

Objective 3: Maintain clean and compliant data for all home visiting activities and participants per model and SBG policy.

Objectives		Activities and Subtasks	Timeline		Deliverables				
CONSENT REQUIREMENTS									
3.1 PAT implementing agency will require its SBG PAT participants to sign any SBG consent, datasharing, and other related forms, necessary to improve service provision and program implementation, while in consideration of protecting privacy of participants.	3.1.1	All SBG-funded home visiting participants are required to sign the SBG consent, datasharing, and/or other related forms.	Upon client enrollment and ongoing thereafter	3.1.1	Provide evidence of signed SBG PAT consent, data authorization and/or other related forms. Must be maintained in agency files.				
DATA REQUIREMENTS	•			•					
3.2 PAT implementing agency will coordinate data metrics collection with Public Health based on SBG requirements. PAT implementing agency will	3.2.1	Supervisor, Parent Educators, and/or management/support staff working on PAT data must be trained on the use of SFDB.	Within 3 months of approval to use SFDB in LAC and ongoing through June 30, 2026.	3.2.1	Training log on file and submit upon request.				
utilize SFDB to provide LAC Public Health data metrics SBG requirements.	3.2.2	All home visitors will use the SFDB proficiently.	Within 3 months of approval to use the SFDB and ongoing though June 30, 2026.	3.2.2	Maintain agency records of SFDB authorized users and submit upon request.				
	3.2.3	PAT agency will adhere to DCFS SBG Policies and Procedures relating to compliant data.	Ongoing through June 30, 2026.	3.2.3	Evidence of data compliance with DCFS SBG Policies and Procedures.				

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SCOPE OF WORK

Objectives		Activities and Subtasks	Timeline		Deliverables
	3.2.4	All SBG reports were developed to capture participant data, visits, and caseload information. All sites must use SFDB for SBG data entry and continue to submit other SBG required reports as instructed by Public Health.	Upon program implementation and ongoing thereafter.	3.2.4	Use SFDB timely and accurately. Submit required reports per schedule provided.
	3.2.5	PAT agency will provide and/or coordinate with data collection system owners to provide SBG with monthly enrollment and other reports as needed.	Upon coordination with SBG and ongoing thereafter.	3.2.5	Participate in regular technical assistance calls and site visits with SBG staff. Submit monthly enrollment and other reports as needed or required by SBG.
	3.2.6	PAT agency will provide and/or coordinate with data collection system owners to provide LAC MCAH HVP and Home Visiting Integration Project with information and data integration to support the proposed countywide data repository.	Upon coordination with SBG and SFDB, then ongoing thereafter,	3.2.6	Provide data and reports as required in the LAC data integration project.
3.3. Enter the participant data into SFDB within five working days of data collection.	3.3.1	PAT implementing agency will enter the participant data into SFDB within five working days of data collection.	Data entered within five days of client visit.	3.3.1	Evidence of data submission within five working days of data collection.

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SCOPE OF WORK

	Objectives		Activities and Subtasks	Timeline		Deliverables
3.4	Adhere to all DCFS SBG Policies and Procedures relating to compliant data.	3.4.1	Collect and submit timely and accurate data on PAT participant demographics, service utilization, and performance measures according to, and with fidelity to, the PAT model guidelines and SBG requirements.	Ongoing through June 30, 2026	3.4.1	Provide required data and reports per schedule to be given by Public Health. Participate in regular technical assistance calls and site visits with SBG staff.
		3.4.2	Identify data staff to collaborate with SBG data personnel to ensure accuracy and timely reporting of data requirements.	Ongoing through June 30, 2026	3.4.2	Submit accurate and timely data reports to SBG and Public Health HVP management.
		3.4.3	Submit new data expectations and deliverables to SBG once FFPS implementation and SBG have aligned their reporting requirements.	Upon implementation of FFPS and SBG data collection alignment and through June 30, 2026	3.4.3	Submit to SBG new data expectations and deliverables. Enter required data into SFDB and/or submit SBG reporting templates, as applicable.
3.5	Provide and/or coordinate with SFDB to provide SBG with monthly enrollment and other reports as needed.	3.5.1	Ensure all agency management and staff read, understand, implement, and use SFDB to be able to provide enrollment reports and other reports, as needed.	Ongoing through June 30, 2026	3.5.1	Maintain records of monthly enrollments and other reports as needed and submit upon request.
		3.5.2	Provide authorization for transmission of client-level data from SFDB data system to SBG.	Ongoing through June 30, 2026	3.5.2	Documentation of authorization for transmission of client-level data from SFDB to SBG on file.

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SCOPE OF WORK

Objectives		Activities and Subtasks	Timeline		Deliverables
3.6 Collect participant data in accordance with the PAT requirements and maintain	3.6.1	Develop chart documentation process and procedures.	Upon participant enrollment and ongoing thereafter	3.6.3	Maintain up-to-date chart documentation procedures.
current and accurate documentation.	3.6.2	Supervisor to implement and oversee chart audit process, including review of all current charts at minimum of three times per year.	Every 3-4 months	3.6.4	Maintain records of chart documentation and audit process, as well as audit results.

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SCOPE OF WORK

ATTACHMENT A – Orientation and Training for New Staff (Based on PAT Supervisor's Handbook)				
PAT Model and Public Health Training Plan and Timeline	Description			
A. Required training before delivering services to families	 All newly-hired parent educators must complete Foundational and Model Implementation (FMI) Training before delivering services to families. FMI training topics include: PAT core values and theoretical framework Overview of the Foundational Curriculum Introduction to the Foundational Personal Visits Child Development Observing and Supporting Parent Behaviors Parent-Child Interactions Brain Development Working with Families Prenatally Developmental topics Personal Visit demonstration Family Culture and Perspectives Goal-Setting Ethics and Boundaries Core Competencies 			
B. Orientation for new staff	 The section on safety procedures in the PAT Supervisor's Handbook must be reviewed and discussed in detail with all new parent educators before visits are observed or conducted. The supervisor reviews the affiliate plan and most recent Affiliate Performance Report with each new hire before the parent educator attends FMI training. 			
	 New hires also complete agency's New Employee Orientation. In addition, the supervisor reviews and discusses the agency's PAT program policies and procedures in detail with the new parent educator. These activities may take place or begin before the parent educator attends FMI. Review of the policies and procedures is completed within the first quarter of employment. 			

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C. Following FMI Training, these trainings should be completed within 60 days.	 Completion of orientation tasks and activities are recorded on the orientation checklist kept in the individual supervision file and maintained by the supervisor. Approach to Family-Centered Assessment PHQ-9 Screening for Depression GAD-7 Screening for Anxiety Intimate Partner Violence and screening using the Relationship Assessment Tool (RAT) ASQ-3 ASQ-SE2 PAPF
D. These trainings should be completed	Designated data system Diversity (Note: This can also be done before FMI training.)
within 6 months of FMI Training completion.	 Foundational 2 Shadowing: Within the first six months, the newly hired parent educator shadows a more experienced parent educator (including the supervisor) on personal visits. In total, four visits are shadowed with two of these visits including screening. The new parent educator also attends the group connections during this time to observe and assist as appropriate. Shadowing can occur prior to FMI training. Observations: New parent educators are observed by the supervisor delivering a personal visit, screening, and group connection within six months of FMI training and again at one year, using the PAT Personal Visit and PAT Group Connection Observation Tools.
E. Other Trainings and Professional Development	 Reflective Supervision Parent Educator Safety Client Rights and Confidentiality/HIPAA Training

Note: Refer to national model documents (e.g. PAT Supervisor's Handbook Appendix G. New Parent Educator Orientation Checklist SAMPLE).

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SCOPE OF WORK

ATTACHMENT B – SBG Home Visiting Learning Site Training List (Based on Los Angeles Best Babies Network Standardized Training for Los Angeles County Home Visiting Program

(Based on Los Angeles Best Babies Network Standardized Training for Los Angeles County Home Visiting Program)					
	Title				
Coordinated Home Visiting Cohort Training (Timing of taking these LABBN trainings should align with the PAT model training schedule to ensure that home visiting staff are meeting the knowledge and skills to administer screening assessments, frequencies, and providing needed interventions, services, and/or linkages.)	 ASQ-SE2 Bonding and Attachment Brain Development and Early Infant Development Child Abuse and Mandatory Reporting Childbirth Education Day 1 and 2 Compassion Fatigue Cultural Competency and Humility Family Planning 1 and 2 Family Violence Fatherhood Engagement Grief and Loss Health Coverage Healthy Homes and Infant Toddler Safety Home Visitor Safety and Self-Defense Life Skills Progression Maternal Depression and PHQ-9 Milestones and Development: Expectations for Birth to 12 months 				
	 Motivating and Supporting Families to Breast/Chestfeed Motivational Interviewing and Follow-up Ongoing Postpartum and Newborn Care Orientation and Framework Parent and Child Empathetic Communication 				
	 Preventive Care: Prenatal and Postpartum Care Reflective Practice Shifting the Paradigm Using the ASQ-3 to Communicate about Child Development 				

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Continuing Education	 Annual Summit Home Visiting Peer to Peer Workshops Home Visiting Program Manager and Outreach Peer to Per Meeting Home Visiting Program Manager/Supervisor Monthly Meetings Home Visiting Regional Workshop Manger/Supervisor Reflective Supervision Coaching Quarterly Webinar Continuing Education Reflective Practice Group Participation
Database Training	Stronger Family Database Training Tableau Training

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ATTACHMENT C - PUBLIC HEALTH DATA ELEMENT REQUIREMENTS					
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS				
Parent elements: Date of birth (DOB), 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, marital status, education, employment, military service, housing, health insurance, medical conditions, preventive visits, ER visits, contraception, birthing interval, substance use, participation in other programs, child welfare services, prenatal and postpartum care, neurotoxin exposure, breastfeeding	Parent elements: depression (PHQ-9) and anxiety (GAD-7) screening, referral, linkage				
Child elements: Date of birth (DOB), full or pre-term birth, live birth, birth weight, immunizations, child's source of regular care, well-child visits, ER visits, hospital stays, reasons for ER visits and admissions, dental care, hearing and vision care, safety, health insurance, participation in other programs, child abuse report, childcare, early childhood education	Child elements: child developmental screening (ASQ-3 and ASQ-SE2), referral, linkage.				
Family and Service delivery elements: Foundational visits, referrals, enrollments, visit frequency, length of client retention/duration of enrollment, personal visits, number of home/personal visits, number of program completions, termination date (early and scheduled), reason for termination, family income, family experiences and stressors	Parenting capacity: PAPF, referral, linkage. Parent IPV screen: intimate partner violence screening (i.e., RAT, referral, linkage. Family-Centered assessment: FCA assessment (i.e., LSP), referral, linkage.				

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ATTACHMENT D - SBG Data-Specific Requirements

As required by the California Department of Social Services 5-Year State Prevention Plan, each Department that is providing an EBP shall create and participate in an ongoing CQI process that involves sharing of quantitative and qualitative service data and appropriate analysis to continually improve services to families in LAC and prepare for the implementation of Family First Prevention Services Act (FFPSA). There are two focus areas of the work: FFPSA Implementation in SPAs 2 and 6 and Community Pathway Referral Pilots. Each Department and its EBP providers shall initially participate in bi-weekly implementation workgroup meetings to address implementation challenges and questions. The frequency of the implementation workgroups may be modified as implementation progresses and may become less frequent over time. Additional data requirements for each focus area are described below.

Public Health providing EBP home visiting services shall provide DCFS quarterly fidelity and outcomes data generated by purveyor or agency and weekly capacity, service, and referral data for programs as identified below in SPAs 2 and 6 and in Community Pathway Referral Pilots. Data will be collected uniformly across Departments. DCFS will provide further guidance regarding the collection of data. Public Health will provide guidance to PAT agency regarding submission of the following data:

- a. DCFS- or Probation-generated Child Identifier (Indicate the child's record number. This is an encrypted, unique person identification number that is the same for the child across all report periods state/tribal-wide. The child identifier will be generated by DCFS or Probation. DCFS, Probation or P&A/ FRC will provide the child identifier to the providers in SPAs 2 and 6).
- b. Service Planning Area and Provider Name.
- c. Service Dates including start and end date.
- d. Cost of Service (TBD)
- e. Capacity (total number of slots funded under existing program contract[s] for FY).
- f. Current number of clients with open cases in the last one months (in treatment).
 - 1) New slots
 - 2) Existing slots
- g. Immediate number of openings to be filled.
- h. Number of referrals received in the last one month from:
 - 1) Family Maintenance (FM) DCFS Children's Social Workers (CSW).
 - 2) Voluntary Family Maintenance (VFM) DCFS CSWs.
 - 3) Probation Officers.
 - 4) Number from Expectant and Parenting Youth (EPY) DCFS CSWs.
 - 5) Number from FRC/P&A.
 - 6) Number from Plan of Safe Care Hospitals.
 - 7) Number from the Los Angeles Unified School District (LAUSD).
 - 8) Number from Childhood Education.
- i. Data for a-e pertains to new teams hired for SPAs 2 and 6 through SBG funds.
- Data for f-h pertains to existing teams.

SCOPE OF WORK

- k. The funding streams for which the referred clients qualify as eligible.
- I. Number of referrals received that were ineligible in the last one month for the following reasons:
 - 1) Does not meet age range.
 - 2) Does not meet clinical need.
 - 3) Outside service area.
- m. Number of cases closed in the last one month before completing treatment, based on the following:
 - 1) Number who entered foster care.
 - 2) Number that failed to engage after three attempts.
 - 3) Number that declined service.
 - 4) Number that withdrew/dropped-out.
- n. Number of clients who successfully completed treatment in the last one month.
- o. Number of clients on waitlist, if applicable.
- p. Total number of clients who successfully completed treatment since pilot start.
- q. Quarterly EBP-Specific Fidelity Measures and Outcomes data as required by the Model Purveyor.
- r. Additional qualitative measures appropriate to EBP delivery and pilots.

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SCOPE OF WORK

PERIOD: July 1, 2024, through June 30, 2026	CONTRACTOR:
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Project Goals:

The CalWORKs Home Visiting Program (HVP) is a voluntary program supervised by the California Department of Social Services (CDSS) and administered by the Department of Public Social Services (DPSS) in Los Angeles County (LAC).

- 1. The purpose of the CalWORKs HVP is to:
 - a. Support positive health, development and wellbeing outcomes for pregnant and parenting individuals, families, and infants born into poverty;
 - b. Educate and assist CalWORKs eligible participants lay the foundation for long-term goals, such as educational opportunities, economic self-sufficiency, and greater financial opportunities;
 - c. Use the two-generational, whole family approach to service delivery to be able to improve family engagement practices and support healthy development of pregnant mothers, newborns, and young children; and
 - d. Prepare parents and/or caregivers for robust engagement in Welfare-to-Work activities and employment.
- 2. Parents As Teachers (PAT) agencies will:
 - a. Provide nationally accredited home visiting services to CalWORKs HVP eligible participants pursuant to Assembly Bill 1811 that established home visiting services for the targeted pregnant and parenting population to meet the purpose as aforementioned;
 - b. Provide leadership and structure for the implementation of the Los Angeles County Department of Public Health (Public Health) led CalWORKs HVP at the agency level;
 - c. Collect and submit required CDSS, DPSS, and Public Health data; and
 - d. Monitor outcome instrument measures and performance-based criteria to establish outcome and process measures to evaluate the impact and effectiveness of the program.

	Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
1	Agency shall maintain accreditation as an affiliate program of the PAT National Center, has business in the Service Planning Area (SPA) of targeted service, and have three years minimum of providing home visitation services.	1.1 Use PAT approved curriculum for delivery of services.	Ongoing through June 30, 2026	1.1 PAT curriculum will be submitted to Public Health for implementation approval.
2	Agency will implement the LAC Public Health-led DPSS HVP and demonstrate capacity to meet the linguistic and cultural needs of the target service area.	2.1 Hire home visiting staff that are multi-lingual and representative of the home visiting client demographics.	Ongoing through June 30, 2026	2.1 Submission of monthly staffing report and document staff language capacity.

te Within 3 months of hire.	2.2 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
Ongoing through June 30, 2026	Maintain samples of materials and directory of translation/interpreter services on file.
Ongoing through June 30, 2026	Tracking system developed and maintained.
he Within 3 months of HVP participation	3.1 Staffing requirement and qualification records on file.
per	3.2 Document staffing changes such as new hires or issues of staff turnover on the Agency's Monthly Report.
must	
per of hire based on Stop PAT ER.	3.3 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	Ongoing through June 30, 2026 Within 3 months of HVP participation Ongoing through June 30, 2026 the one of the must with Mithin 3-6 months of hire based on

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	 3.4 Ensure home visiting staff receives the following screening/assessment tools training prior to administering with participants: Patient Health Questionnaire (PHQ-9) Generalized Anxiety Disorder 7-item Scale (GAD-7) Parents' Assessment for Protective Factor (PAPF) Ages and Stages Questionnaire- Social-Emotional Edition 2 (ASQ- SE2) Ages and Stages Questionnaire - Edition 3 (ASQ-3) 	Varied timelines. Refer to the Training List, Attachment B.	3.4 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	3.5 Ensure home visiting staff completes all other required trainings listed in Attachment B, including DPSS HVP Overview, CalWORKs & GAIN Benefits training, HVP forms and data requirements, Los Angeles Best Babies Network (LABBN) Standardized Trainings for Los Angeles County Home Visiting Programs, and other new trainings related to implementation of HVP.	Varied timelines. Refer to the Training List, Attachment B.	3.5 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	3.6 Ensure home visiting staff completes the CDSS Cultural Competency and Implicit Bias Minimum Training Standards, as follows: • Standard One: Self-Assessment • Standard Two: Inter-Cultural Competence • Standard Three: Trauma-Informed Care • Standard Four: Disproportionality and Disparities	Within 3 months of hire; then as applicable every two years thereafter	3.6 Training attendance records and/or certificates on file. For any trainings completed within last 12 months prior to HVP implementation or hire, training completion record must be available for review.

	Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
		 3.7 Participate in HVP meetings, workgroups, and trainings as directed by the CalWORKs HVP. 3.8 Participate in webinars, meetings, technical assistance calls, and other related activities required by CDSS, DPSS and/or Public Health, as requested. 	Ongoing through June 30, 2026 Ongoing through June 30, 2026	3.7 Training attendance records on file.3.8 Develop and maintain an attendance tracking system for these activities.
capa at a full-t Edu thro	ncy will reach negotiated caseload acity with DPSS and Public Health ny combination of service levels per time Parent Educator. Parent cators are to maintain the caseload ughout the duration of the program determined by PAT Essential	4.1 Provide services to CalWORKs HVP participants who are pregnant and/or parenting children who meet the eligibility requirements. Child age eligibility may be extended beyond passed legislation based on approved count plan on expanded population.	Ongoing through June 30, 2026	4.1 Maintain documentation of enrollment criteria in client chart.
Req *Pu cas PA	uirements. Iblic Health is negotiating maximum seload capacity for CalWORKs HVP T subcontracts to 20 families per sent Educator based on PAT	4.2 Prepare an outreach plan utilizing CalWORKs HVP point of entries to program management, implement approved plan, and conduct continuous quality improvement process to ensure goals are being met.	Ongoing through June 30, 2026	4.2 Outreach plan and improvements documentation on file.
Red req inte cod DP	dence-Based Program Essential quirements. Minimum caseload uirements may be impacted due to ensive levels of service and will be ordinated by Public Health with SS to meet model and funder uirements.	4.3 Engage in DPSS and Public Health-led outreach efforts (e.g., cold calling and prescheduled outreach events etc.) to recruit potential eligible CalWORKs participants, particularly if agency active caseload is below 70% of the negotiated caseload capacity and enroll a minimum of 50% CalWORKs eligible referrals generated from the DPSS Outreach Call List or DPSS regional and/or district outreach activities.	Ongoing through June 30, 2026	4.3 Report data in Outreach Outcomes Tracker as part of the Monthly Reports.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	4.4 Submit DPSS HVP Public Assistance (PA) and/or GAIN (GN) tracking forms indicating referrals, enrollments, terminations, and/or changes in home visiting service status.	Ongoing through June 30, 2026	4.4 Complete GN forms and submit via Electronic File Transfer portals to DPSS GAIN Region Offices timely. Completed PA/GN forms are also to be submitted together with Monthly Reports.
	4.5 Maintain a minimum of 70% of negotiated caseload capacity. Caseload will be reviewed monthly. If compliance standards are not met in a timely manner, PAT implementing agency will be put into a performance support plan to improve outcomes on caseload expectations.	6 th month after PAT Parent Educator's completion of PAT Model Training and monthly thereafter.	4.5 Monitor monthly caseload, including new enrollments, program graduation completions and other status changes (loss to follow, disenrollment, etc.)
5. Agency will ensure fidelity to the PAT program national model, as well as the program-required quality assurance.	5.1 Abide by PAT model requirements and must be implemented in accordance with the PAT model requirement.	Ongoing through June 30, 2026	5.1 Documentation that affiliate status with PAT National Office is active and available upon request.
6. Agency will conduct visits in-person in client's home or choice of location, with circumstantial exceptions. Virtual home visits are preferred alternates if inperson visits are not possible. Virtual visits can also supplement follow-up to in-person home visits.	6.1 Primary visits must be conducted in-person except for circumstances such as inclement weather, safety situations, client schedule conflicts, or acts of God, similar to the COVID-19 pandemic. When Telehealth and virtual home visits are necessary, these must be conducted on HIPAA-compliant video communication platforms, as approved by the U.S. Department of Health and Human Services (HHS): Home visitors should be trained in the technology to be used during the home visits,	Ongoing through June 30, 2026	6.1 Visit data must be entered into database and reported in Public Health monthly, quarterly, and annual reports.
	prior to conducting virtual home visits, as necessary.		

	Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
7.	Agency will implement the home visiting program using agency's policies and procedures, as well as other CalWORKs HVP applicable policies, procedures, and/or protocols.	7.1 Conduct an annual review of the policies and procedures of PAT agency, as well as those implemented by CalWORKs HVP through DPSS and/or Public Health and recommend updates as needed.	Ongoing through June 30, 2026	7.1 Maintain copies of policies and procedures, and records when employees have acknowledged understanding and changes in such. These must be available on-site visit and upon request.
		7.2 Collaborate with Public Health and DPSS to execute the DPSS mandated HVP client services consents forms via the use of the agency's Service Consent and Participation Agreements.	Within 3 months of HVP participation	7.2 Submit copies of the DPSS mandated Service Consent and Participation Agreement forms to Public Health and maintain records on files for review.
8.	Agency will collect client data in accordance with CDSS, DPSS, Public Health, and PAT requirements; and maintain current and accurate documentation.	8.1 Develop client and child documentation process and procedure based on PAT model requirements and agency policies and procedures.	Upon participant enrollment and ongoing thereafter	8.1 Maintain up-to-date chart documentation procedures
		8.2 Develop a chart audit process and coordinate with Public Health to conduct regular reviews/audits to ensure Continued Quality Improvement (CQI) and quality assurance in meeting data and documentation requirement.	Every 3-4 months	8.2 Maintain chart documentation and audit process and results
9.	Agency will administer PAT model, DPSS, and Public Health required screening tools namely PHQ-9, GAD-7, PAPF, ASQ-3, and ASQ-SE2; make referrals and linkages, and perform	9.1 Parent Educators complete training for the screening tools.	Ongoing through June 30, 2026	9.1 Training log or certificate of completion.
	follow-up to ensure successful linkages	9.2 Parent Educators administer screening tools as indicated by PAT model and Public Health requirements.	Ongoing through June 30, 2026	9.2 Document records of screening assessments completed in database system or agency documentation charts. Provide reports as requested.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	9.3 Utilize database and other agency-related data collection tools to track completion of the screening frequencies and results of eligible clients and their children.	Ongoing through June 30, 2026	9.3 Maintain documentation of screenings completed in data system and/or client charts.
	9.4 Document referrals and linkages made for the following assessments: a. PHQ-9 b. GAD-7 c. PAPF d. ASQ-3 e. ASQ-SE2	Ongoing through June 30, 2026	9.4 Maintain records of referral and linkages made when screenings warrant further evaluation, intervention, and follow up.
10. Conduct a CQI process which is aligned with HVP goals.	10.1 Agency will develop and follow a CQI plan based on agency's established policy and procedure plan.	Within 6 months of HVP Implementation	10.1 Maintain copy of CQI plan and document action steps taken to achieve program improvement on selected priority areas.
	10.2 Attend and communicate quality improvement activities with new or existing Community Advisory Board (CAB) in the geographical area where services are offered.	Follow established CAB meeting schedule	10.2 Maintain CAB meeting notes as a resource for program improvement.
Agency will use data to create monthly and/or quarterly reports, to inform and improve program activities.	11.1 Use HVP created reports, as available in the database for the purposes of data report, data cleaning, CQI, and program management.	Monthly	11.1 Agency will provide reports and document improvement plans.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
12. Agency will ensure that data elements reflect outcome measures that are required by CalWORKs HVP and will submit monthly, quarterly and/or annual reports as required by Public Health and/or DPSS.	12.1 Use Public Health and DPSS identified tracking forms, screening assessment tools, and other processes defined in the modelissued data collection manual. DPSS HVP data tracking forms are called PA and GN forms.	Ongoing through June 30, 2026	12.1 Provide required monthly data and reports as specified in Data Element Requirement (Attachment C). Submit all DPSS HVP (PA and GN) tracking forms by set deadlines.
	12.2 Collect and enter data into the database system within 72 working hours. Staff will verify the accuracy and completeness of data input into the data system adhering to data cleaning requirement.	Ongoing through June 30, 2026	12.2 Data must be entered timely in database and made available for review.
	12.3 Agency will ensure data is collected and entered in the required HVP19 form/ Attachment A of the Agency's Monthly Status Reports and will submit timely to CalWORKs HVP Program Management staff.	Monthly	12.3 Submit CalWORKs HVP Monthly Reports, including required attachments on data outcomes, referral, and training trackers on the 15 th of every month for the prior month of service delivery.
	12.4 Use CalWORKs HVP-created templates and reports generated from the authorized database for the purposes of quarterly and annual data reporting.	Quarterly September 15 th December 15 th March 15 th *May/June 15 th *Dependent on contract end date **Annual TBD	12.4 Submit quarterly/annual reports on templates provided by Public Health.
	12.5 Collaborate with Public Health Data staff to ensure accuracy and timely reporting of data requirements.	Ongoing through June 30, 2026	12.5 Dates submit documented and on file.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables	
Adhere to the Performance-Based Criteria and Targets as outlined in Attachment D.	13.1 Agency will use the performance-based criteria to meet the corresponding performance targets. (See Attachment D)	Varies, depending on the criterion.	13.1 Outcomes documented for performance targets as listed in Attachment D.	
	13.2 Ensure timely collection of data from all subcontractors and timely submission to HVP Data Analyst.	Ongoing through June 30, 2026	13.2 Submit all required data delivered to CalWORKs HVP staff by specified timelines.	
14. DPSS <u>may</u> require special time studies for purposes of generating additional revenues and/or for distributing such revenues.	14.1 Agency will perform time studies as per DPSS requirement. Maintain employee time records and perform program time studies if required by the State and/or DPSS.	When required	14.1 Time studies must be available for review and/or submission.	
15. Agency will participate in any follow-up recommendations or requirements set by CDSS and evaluators on the Statewide HVP evaluation report as part of CalWORKs HVP CQI efforts.	15.1 Agency will participate in the CQI workgroup convenings when county representatives and stakeholders are invited to participate at state and local levels.	Ongoing through June 30, 2026	15.1 Attendance/participation documentation on file.	
	15.2 Agency will encourage and promote with current and/or former CalWORKs HVP clients to participate in CQI Workgroup convenings, as requested.	Ongoing through June 30, 2026	15.2 Attendance/participation documentation on file.	
16. Agency will provide additional descriptive and outcome indicators, as appropriate for the operation of CalWORKs HVP.	16.1 Collect, maintain, and protect personal information of individuals and families against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws.	When required	16.1 Provide data upon request to county, state, or other participating entities.	
17 Agency will implement the Material Goods Allowance set forth for CalWORKs HVP based on CDSS-applicable All County Information Notices, All County Letters, and related state mandates.	17.1 Agency will utilize and adhere to the Public Health \$1,000.00 Material Goods protocol to guide the procurement, issuance, and tracking process, including use and submission of templates and reporting forms provided for such purposes.	Ongoing through June 30, 2026	17.1 Material Goods tracking forms, supervisory reviews, and needed verification and signatures for agency management approval must be kept in agency files and be made available for audit and monitoring.	

SCOPE OF WORK

ENROLLMENT ELIGIBILITY CRITERIA

To be eligible for home visiting services, a participant must meet one of the following:

- 1. Be a member of a CalWORKs assistance unit, pregnant and/or the parent or caretaker relative of a child/ren less than 36 months, includes CalWORKs child-case only.
- 2. If no other children, be a pregnant individual who has applied for CalWORKs and is apparently eligible for CalWORKs aid.
- 3. The enrollment time frame will be based on program model requirements or as agreed upon between DPSS and Public Health.

HVP SERVICE TO BE PROVIDED:

Per most recent approved County Plan for LAC from CDSS, home visiting services shall be offered to CalWORKs HVP eligible families for a period of up to 36 months or until the youngest enrolled child's third birthday, whichever is later. The services shall include but not limited to resources and referrals relating to the following:

- 1. Prenatal, infant, and toddler care education and support;
- 2. Infant and child nutrition:
- 3. Developmental screening and assessments;
- 4. Parent education, parent and child interaction, child development, and childcare;
- 5. Job readiness and barrier removal:
- 6. Domestic violence/sexual assault, mental health, substance abuse treatment referrals it needed, and
- 7. Encouragement to enroll participant's child in a high-quality, early learning setting, or participate in playgroups, or other child enrichment activities, as appropriate.

SCOPE OF WORK

Home Visiting Program Required Training List

✓	Training	Program Manager	Supervisor	Home Visitor	Administrative Staff
Requ	uired Before Starting to See Clients				
	DPSS HVP Overview and Orientation * (CalWORKs GAIN Benefits, HVP Forms and data tracking)	X	Х	X	Optional
	National Model & Curriculum Training (Stop-Gap may be used; follow PAT guidelines)	X	X	X	Optional
	PAT Family Resilience and Opportunities for Growth (FROG) Scale Core Training (Stop-Gap may be used; follow PAT guidelines)	N/A	N/A	X	N/A
	HIPAA Training * (CDSS Standard Four Option)	X	X	X	X
	Child Abuse and Mandatory Reporting	X	Х	Х	Optional
	Maternal Depression and PHQ-9	Encouraged	X	Х	Optional
	GAD-7	Encouraged	X	Х	Optional
Requ	uired before Administering the Tool				
	Using the ASQ-3 to Communicate about Child Development ^b	Encouraged	X	Х	Optional
	ASQ-SE2	Encouraged		Х	Optional
	PAPF	Encouraged	X	Х	Optional
With	in 3 Months of Hire				
	Public Health HVP Data Requirements and Reports Training for new Directors/Managers, Data Analysts, etc.	X	Х	Optional	Optional
	California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) *	Encouraged	Х	Х	Optional
	Reflective Practice * (CDSS Standard One)	X	X	Χ	Optional

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✓	Training	Program Manager	Supervisor	Home Visitor	Administrative Staff
	Cultural Competency & Humility * (CDSS Standard Two and an Option for Standard Four)	X	Х	X	Optional
	Trauma-Informed Care * (CDSS Standard Three)	X	X	Χ	Optional
	Home Visitor Safety/Field Safety and Self-Defense	X	X	Χ	Encouraged
With	in 6 Months of Hire				
	HFA Family Resilience and Opportunities for Growth (FROG) Scale Supervisor Core Training (Supervisors must complete if supervising staff who use the tool.)	Optional	X	N/A	N/A
	Other DPSS Programs Review Trainings (completion time frame could vary)	Encouraged	Х	Х	Optional
	Motivational Interviewing & Follow-up	Encouraged	X	Χ	Encouraged
	Empathetic and Parent and Child Communication	X	X	Χ	Optional
	Brain Development and Early Infant Development	X	X	X	Optional
	Bonding and Attachment	X	X	Χ	Optional
	Family Planning	Encouraged	X	Χ	Optional
	Family Violence	X	X	Χ	Optional

*DPSS HVP or CDSS required trainings ** Other DPSS Programs Review Trainings completions time frame could vary dependent upon training availability.

In cases where needed trainings are not available through Los Angeles Best Babies Network (LABBN) or the model's National Office, Contractors are permitted to engage consultants to fulfill the training requirements specified by the respective home visitation model. Contractor should work with their Program Manager and LABBN for guidance on available trainings from outside entities.

Based on LABBN Stan	Additional CalWORKs HVP PAT Trainings Idardized Training for Los Angeles County Home Visiting Programs
Coordinated Home Visiting Cohort Training (Timing of taking these LABBN trainings should align with the PAT model training schedule to ensure that home visiting staff have the knowledge and skills to administer screening assessments, frequencies, and providing needed interventions, services, and/or linkages.)	 Compassion Fatigue Grief and Loss Life Skills Progression Motivational Interviewing and Follow-up Parent and Child Empathetic Communication Shifting the Paradigm Brain Development and Early Infant Development Bonding and Attachment Family Planning 1 and 2 Health Coverage Milestones and Development: Expectations for Birth to 12 months Cultural Competency and Humility Family Violence Preventive Care: Prenatal and Postpartum Care Ongoing Postpartum and Newborn Care Healthy Homes and Infant Toddler Safety Childbirth Education Day 1 and 2 Motivating and Supporting Families to Breast/Chestfeed Fatherhood Engagement
Continuing Education	 Home Visiting Peer to Peer Workshops Home Visiting Regional Workshop Quarterly Webinar Continuing Education Home Visiting Program Manager/Supervisor Monthly Meetings Home Visiting Program Manager and Outreach Peer to Per Meeting Reflective Practice Group Participation Manger/Supervisor Reflective Supervision Coaching Annual Summit
Database Training	Stronger Family Database TrainingTableau Training

DATA ELEMENT REQUIREMENT				
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS			
Maternal elements: DOB or age, race, ethnicity, primary language, sexual orientation, disability, gender assigned at birth, gender identity, number of prior pregnancies, residential ZIP code, prenatal care, engage in child-parent interaction activities, job readiness and employment status, history with intimate partner violence, substance abuse, mental health	Maternal elements: depression and anxiety screening, referral, and linkage to identify resources; completion of postpartum visit; educational attainment; employment status			
Child elements: DOB, full or pre-term birth, live birth, birth weight, regular well-child check-ups, health and developmental factors, developmental needs, linkage to developmental services, receiving early learning services, child welfare	Child elements: well-child examinations/visits; child developmental screening, referral, and linkage; child abuse report; childcare; early childhood education			
Service delivery elements: First successful completed home visit, enrollments, duration of families' participation in home visiting program, number of home visits, number of program completions, termination date (early and scheduled), reason for early termination,	Parenting capacity: protective factors, involvement in child-parent activities Referral to identify resources and access to identify resources: referral outcomes Self-sufficiency: educational or trainings attainment, workforce training, employment, financial stability			

	PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS				
	PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORING	PERFORMANCE TARGETS		
1.	Demographic data such as race, ethnicity, national origin, and primary and secondary language are collected for all children and program participants enrolled in CalWORKs HVP.	De-identified individual or aggregated summary via quarterly reports and/or upon request. This is collected at enrollment and reported upon request.	Data on CalWORKs HVP participants' race, ethnicity, national origin, and primary and secondary language are collected 100% at enrollment.		
2.	Rates of children receiving regular well-child check-ups.	De-identified individual or aggregated summary via quarterly reports and/or upon request. Collect the number of unduplicated children who have received their age-appropriate well-child check-ups and the total number of children who should be receiving their age-appropriate well-child check-ups, at every home visit.	80% of children scheduled will receive their well-child check-ups on schedule.		
3.	Rates of children receiving immunizations, accordingly to the American Academy of Pediatrics (AAP) Bright Future guidelines, if available.	If available, collect the number of unduplicated children who have received their immunizations according to AAP Bright Future guidelines. Include total number of children who were scheduled to receive age-appropriate immunizations. To be reported upon request.	80% of children will receive their ageappropriate scheduled immunizations.		
4.	 Implement developmental screenings (ASQ-3 and ASQ-SE 2). a. Rates of children receiving a developmental screening. b. Rates of children showing a score below the developmental threshold for age. c. Rates of children who meet developmental threshold for age. d. First time referrals for further developmental assessment for children showing a score below the developmental threshold 	De-identified individual or aggregated summary via monthly report. a. unduplicated number of children receiving developmental screening b. unduplicated number of children who score below the developmental threshold for age (see HVP19 B.19a). c. unduplicated number of children who meet the define developmental threshold for age (see HVP19 B.19b). d. total number of client's receiving a first-time referral for developmental assessment and/or services (see HVP19 C.25).	90% of children will receive developmental screening. 80% of children below developmental threshold for ages will receive referrals for developmental assessment/services.		

	PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS				
	PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORING	PERFORMANCE TARGETS		
		Track any client refusal(s) to linkage.			
5.	Rates of participation in early learning programs and other child interaction activities. a. Children receiving or participating in early learning activities b. Child/Parent/Caregiver participating in child interaction activities	De-identified individual or aggregated summary via quarterly reports and/or upon request. a. unduplicated number of children receiving early learning services b. unduplicated number of children/parent/caretakers participating in a child interaction activity.	Report the number of children receiving early learning services and/or child-parent/caregiver participating in child interaction activities. 50% of children will participate/receive early learning, or parent and child interaction activity.		
6.	Service referrals by type.	De-identified individual or aggregated summary via monthly reports of referrals made. Collect the number of clients receiving a first referral according to referral type. See HVP 19 C.26 (a through n) for referral categories.	Report all unduplicated number of first-time referrals received by clients.		
7.	Service accessed (linkage) by type.	De-identified individual or aggregated summary via monthly reports of referral outcomes. Collect the number of clients who received a service after an HVP referral. Report clients by service type received. See HVP19 C.27 (a through n) for referral categories.	Report all the number of clients receiving service after a home visitor referral.		
8.	Number of home visits completed.	De-identified individual or aggregated summary via monthly reports. Collect number of home visits completed. See HVP19 B.14.	Report total number of home visits completed for all clients.		

PERF	PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS				
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORING	PERFORMANCE TARGETS			
9. Duration of families' enrollment in home visiting program. Data to be collected only once a client exits the HVP program.	De-identified individual or aggregated summary via monthly reports. Collect number of months clients were enrolled in home visitation. Report the number of clients who were enrolled by time range. See HVP19 B.24 for time ranges.	Report the number of clients who exited the program, and the time range they were enrolled in home visitation.			
Parental satisfaction with their gains in parenting skills and knowledge via PAPF tool.	De-identified individual or aggregated summary via quarterly reports and/or upon request. Collect number of PAPF assessments completed.	Report upon request parental satisfaction with their gains in parenting skills and knowledge.			
11. Food and housing stability (referrals and linkage outcomes).	De-identified individual and aggregated summary via monthly reports. Assess all clients for food and housing stability. a. Collect unduplicated number of clients receiving first time referral made by home visitor to food (see HVP 19 C.26b) or housing services (see HVP19 C26e). b. Collect unduplicated number of clients receiving food or housing services after a home visitor referral. See HVP19 C.26b and C.27e.	 a. The total number of referrals for food and housing stability. b. The total number of clients receiving services for food or housing services as a result of an HVP referral. 			
12. Workforce training, employment, and financial stability.	De-identified individual and aggregated summary via monthly reports. Collect the employment status of clients in HVP via a database system and/or DPSS LRS system. a. unduplicated number of clients receiving a first-time referral to academic, instructional or workforce services (includes college education, adult education, occupational programs). See HVP19 C.26a.	80% of unduplicated clients will receive first time referrals to academic or instructional, and workforce readiness services. 50% of unduplicated clients will receive access to academic or instructional, and workforce readiness services on referrals made.			

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS				
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORING	PERFORMANCE TARGETS		
	 b. unduplicated number or clients receiving academic services (includes employment training and financial education) training. See HVP 19 C.26m. c. unduplicated number of clients who received or were linked to instructional services. See HVP 19 C.27a. d. unduplicated number of clients who received workforce readiness services. See HVP 19 C.27m. 			
13. Access to immigration services and remedies.	De-identified individual and aggregated summary via monthly reports. a. The unduplicated number of clients receiving a first-time referral to immigration services or remedies. See HVP19 C.26f. b. The unduplicated number of clients who received or were linked to immigration services or remedies. See HVP19 C.27f.	80% of unduplicated clients in need of services will receive first time referral to immigration services or remedies services 30% of unduplicated clients will receive access to immigration services or remedies services		
14. Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce	Staff roster and/or other tracker (e.g., agency's monthly report attachment b/training tracker) containing workforce capacity, bilingual capabilities, training completions and future trainings needs.	Agency should hire home visiting program workforce that is representative of the home visiting client demographics. Report staffing including workforce capacity, workforce demographics, including employer and certification status, training completions and future trainings.		
15. Child welfare referrals and outcomes	Collect child welfare referrals (e.g. referrals to child protective services) and the outcomes of the referrals. Internal Agency tracking or available database system. To be tracked and reported upon request.	Report ongoing referrals and outcomes of child welfare referrals.		

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS					
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORING	PERFORMANCE TARGETS			
Additional descriptive and outcome indicators, as appropriate for operation or evaluation of HVP.	Collect, maintain, and protect personal information of individuals and families against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws. a. Inform clients of statewide HVP evaluation. b. Share identifiable client data, as requested for the purpose of meeting requirement of the HVP evaluation	Provide data upon request to county, state, or other participating entities. a. Informed clients of statewide evaluation and establish data sharing agreements with clients at point of enrollment and/or as required.			
47		b. Provide data required for the purpose of HVP evaluation, as requested.			
17. Language parity between staff and clients	Staff Roster with language capacity	Hire multi-lingual language staff, proportion to the percentage of multi-lingual clients served, when available.			
18. Client Retention to Program Completion	Annual Aggregate Summary	Example: 60% of enrolled clients will complete HVP or until funding ends			
19. Required client-to-home visitor ratio not to exceed 25:1	Staff Roster with client capacity	100% compliance with caseload requirements outlined in the contract with considerations aligned to the national model standards.			
20. Agency will provide model specific trainings to all their home visitors	Sign-in sheet or certificate of training completion	100% of home visitors will receive the PAT program specific trainings (refer to section 9.0 Trainings)			
21. Agency will obtain clients' satisfaction via tools and/or platforms developed by CDSS and/or DPSS. Input would address	Public Health will provide procedural guidance on methods and/or tools to be administer for the purpose of gathering participant satisfaction and program's effectiveness, if applicable. To be administered, collected, and reported upon request.	80% or more of the recipients will complete a program survey			
effectiveness, satisfaction, and knowledge gained by the services and supports delivered.		80% of the completed surveys will have a minimum rating of "satisfied" for the services received			

LINE ITEM BUDGET SUMMARY

Contractor Name:

Home Visitation Model HFA or PAT Home Visiting Program

Period of Performance: July 1, 2024 - June 30, 2025

DUD OFT OUR MADV	
BUDGET SUMMARY	
(Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	
Employee Benefits	
Travel	
Supplies	
Material Goods	
(This budget line item is for the DPSS-funded HFA and PAT programs only)	
Consultant/Contractual	
Other	
Indirect Costs*	
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	

^{*}Indirect costs must not exceed 15% of total direct costs for DPSS CalWORKs HVP, 10% of total direct costs for CDPH CHVP, and 15% of total direct costs for DCFS FFPSA SBG LS.

LINE ITEM BUDGET SUMMARY

Contractor Name:

Home Visitation Model: **HFA or PAT Home Visiting Program**

Period of Performance: July 1, 2025 - June 30, 2026

DUD OFT OUR MADY	
BUDGET SUMMARY	
(Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	
Salaries	
Employee Benefits	
Travel	
Supplies	
Material Goods (This budget line item is for the DPSS-funded HFA and PAT programs only)	
(This budget line item is for the DF33-funded HFA and FAT programs only)	
Consultant/Contractual	
Other	
Indirect Costs*	
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	

^{*}Indirect costs must not exceed 15% of total direct costs for DPSS CalWORKs HVP, 10% of total direct costs for CDPH CHVP, and 15% of total direct costs for DCFS FFPSA SBG LS.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name				
Add	ress			
Inter	nal Revenue Service Employer Identification Number			
	GENERAL CERTIFICATION			
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.				
	CONTRACTOR'S SPECIFIC CERTIFICATION	ONS		
1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes □	No □	
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes □	No □	
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes □	No □	
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes □	No □	
Authorized Official's Printed Name and Title				
Auth	norized Official's Signature D	ate		

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NA	ME Contract No
GENERAL INFORM	MATION:
	nced above has entered into a contract with the County of Los Angeles to provide certain services County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality
CONTRACTOR AC	KNOWLEDGEMENT:
contractors (Contract responsibility. Contra	ds and agrees that the Contractor employees, consultants, Outsourced Vendors and independent or's Staff) that will provide services in the above referenced agreement are Contractor's sole actor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for d any and all other benefits payable by virtue of Contractor's Staff's performance of work under the stract.
purpose whatsoever a the County of Los Ai understands and agre	ds and agrees that Contractor's Staff are not employees of the County of Los Angeles for any and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from ngeles by virtue of my performance of work under the above-referenced contract. Contractor ees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles ement between any person or entity and the County of Los Angeles.
CONFIDENTIALITY	<u> AGREEMENT</u> :
Los Angeles and, if pertaining to persons may also have accelled Los Angeles. The Coespecially data and in Staff understand that will protect the confidence.	tractor's Staff may be involved with work pertaining to services provided by the County of so, Contractor and Contractor's Staff may have access to confidential data and information and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff ess to proprietary information supplied by other vendors doing business with the County of but has a legal obligation to protect all such confidential data and information in its possession, information concerning health, criminal, and welfare recipient records. Contractor and Contractor's if they are involved in County work, the County must ensure that Contractor and Contractor's Staff dentiality of such data and information. Consequently, Contractor must sign this Confidentiality ition of work to be provided by Contractor's Staff for the County.
information obtained County of Los Angele	ractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or while performing work pursuant to the above-referenced contract between Contractor and the es. Contractor and Contractor's Staff agree to forward all requests for the release of any data or county's Project Manager.
data and information p algorithms, programs, produced, created, or and Contractor's Staff employees who have information supplied b	actor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all pertaining to persons and/or entities receiving services from the County, design concepts, formats, documentation, Contractor proprietary information and all other original materials provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor agree to protect these confidential materials against disclosure to other than Contractor or County a need to know the information. Contractor and Contractor's Staff agree that if proprietary by other County vendors is provided to me during this employment, Contractor and Contractor's information confidential.
	actor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's her person of whom Contractor and Contractor's Staff become aware.
	actor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's minal action and that the County of Los Angeles may seek all possible legal redress.
SIGNATURE:	DATE:
PRINTED NAME:	
POSITION:	

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "<u>Data Aggregation</u>" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 <u>"De-identification"</u> refers to the de-identification standard at 45 C.F.R. 164.514.
- 1.6 "<u>Designated Record Set</u>" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 <u>"Disclose"</u> and <u>"Disclosure"</u> 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 "<u>Electronic Health Record</u>" 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 "<u>Subcontractor</u>" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "<u>Unsecured Protected Health Information</u>" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "<u>Use</u>" or "<u>Uses</u>" 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 deidentification 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 <u>immediate telephonic report</u> 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 knowledge 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 <u>written report without</u>

 <u>unreasonable delay and in no event later than three (3) business days</u> from
 the date of discovery by Business Associate of the non-permitted Use or
 Disclosure of Protected Health Information, Security Incident, or Breach of
 Unsecured Protected Health Information and to the HIPAA Compliance
 Officer at: Hall of Records, County of Los Angeles, Chief Executive
 Office, Risk Management Branch-Office of Privacy, 320 W. Temple
 Street, 7th Floor, Los Angeles, California 90012,

PRIVACY@ceo.lacounty.gov, 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 Subparagraph 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. <u>AMENDED OF PROTECTED HEALTH INFORMATION</u>

- 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. <u>INDEMNIFICATION</u>

- 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. <u>TERM</u>

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. <u>DEPOSITION OF PROTECTED HEALTH INFORMATION UPON</u> 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 <u>Disclaimer</u>. 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 <u>HIPAA Requirements</u>. 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 <u>No Third Party Beneficiaries</u>. 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 <u>Construction</u>. 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 <u>Regulatory References</u>. 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 <u>Interpretation</u>. 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.



Any fire station. Any hospital. Any time.



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- You must leave your newborn with a fire station or hospital employee.
- You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION. ANY HOSPITAL. ANY TIME. 1.877.222.9723 BabySafeLA.org





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

ou can call the notline 24 hours a day, / days a week and anonymously speak ith a counselor about your options or have your questions answered

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken

CHARITABLE CONTRIBUTIONS CERTIFICATION

Com	pany Name
Addr	ess
Interr	nal Revenue Service Employer Identification Number
Califo	ornia Registry of Charitable Trusts "CT" number (if applicable)
Supe	Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's ervision of Trustees and Fundraisers for Charitable Purposes Act which regulates be receiving and raising charitable contributions.
Chec	ck the Certification below that is applicable to your company.
	Proposer or Contractor has examined its activities and determined that it does no now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Propose engages in activities subjecting it to those laws during the term of a County contract it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed
	OR
	Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recenfiling with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.
Signa	ature ————————————————————————————————————
Name	e and Title of Signer (please print)



Notice of Federal Subaward Information

Recipient Information (i)	Federal Award Information (www.usaspending.gov)				
1. Recipient Name	10. Federal Award Number (1)				
	11. Federal Award Date (iv)				
2. Vendor Customer Code (VCC)	12. Unique Federal Award Identification Number (FAIN) (iii)				
3. Employer Identification Number (EIN)	13. Name of Federal Awarding Agency (xi)				
4. Recipient's Unique Entity Identifier (ii) Data Universal Numbering System (DUNS) (www.SAM.gov)	14. Federal Award Project Title (x)				
5. Award Project Title	15. Assistance Listing Number (xii)				
6. Project Director or Principal Investigator	16. Assistance Listing Program Title (xii)				
Name: Title: Address:	17. Is this Award R&D? (xiii)				
E-mail:					
7. Authorized Official	Summary Federal Subaward Financ	ial Information			
Name:	18. Budget Period Start Date (vi):	End Date:			
Title: Address: E-mail:	19. Total Amount of Federal Funds Obligated by this Action (v 20a. Direct Cost Amount 20b. Indirect Cost Amount (xiv)	vii) \$ \$ \$			
	20. Authorized Carryover	·			
County Department Information (xi)		\$			
8. County Department Contact Information	21. Offset	\$			
Name:	22. Total Amount of Federal Funds Obligated this Budget Per	riod (viii) \$			
Title: Address:	23. Total Approved Cost Sharing or Matching, where applical	ble \$			
E-mail:	24. Total Federal and Non-Federal Approved this Budget Per	iod (ix) \$			
	25. Projected Performance Period Start Date (v):	End Date:			
9. Program Official Contact Information Name: Title:	26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$			
Address:					
E-mail:	27. Authorized Treatment of Program Income				
	28. County Program Officer Signature				
	Name: Title: Sign	nature/Date			
	Auc. Sign	uturo/ Date			
29. Remarks					

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

Healthy Families America (HFA) Home Visiting Program Services

	Name of Agency	Sup. District(s)	SPA(s)*	Contract Amount FY 2024-2025	Contract Amount FY 2025-2026
1	Antelope Valley Partners for Health	5	1	\$850,000	\$850,000
2	Children's Bureau of Southern California	1, 3	4	\$784,956	\$799,967
3	Children's Institute, Inc.	1, 3	4	\$850,000	\$850,000
4	Dignity Health dba: St. Mary Medical Center	2, 3, 4	5, 8	\$850,000	\$850,000
5	Foothill Family Service	1, 4, 5	3	\$850,000	\$850,000
6	Pacific Asian Counseling Services	3, 5	2	\$2,000,000	\$2,000,000
7	SHIELDS for Families	2, 4	6	\$1,150,000	\$1,150,000
8	The Children's Clinic Serving Children & Their Families	2, 3, 4	5, 8	\$547,580	\$552,632
9	Wellnest: Emotional Health & Wellness	1, 2, 4	6, 7	\$1,700,000	\$1,700,000
Total for H				\$9,582,536	\$9,602,599

Parents As Teachers (PAT) Home Visiting Program Services

	Name of Agency	Sup. District(s)	SPA(s)*	Contract Amount FY 2024-25	Contract Amount FY 2025-26
1	Child Care Resource Center, Inc.	3, 5	1, 2	\$2,450,000	\$2,450,000
2	El Nido Family Centers	1, 3, 5	2, 4	\$2,750,000	\$2,750,000
3	Human Services Association	1, 4	7	\$1,225,000	\$1,225,000
4	Plaza Community Center, Inc.	1, 3	4	\$1,225,000	\$1,225,000
5	Richstone Center, Inc.	2, 3, 4	5, 6, 8	\$2,193,554	\$2,237,278
6	SHIELDS for Families	2, 4	6	\$1,525,000	\$1,525,000
7	The Whole Child	1, 4, 5	3, 7	\$2,450,000	\$2,450,000
		Tota	I for PAT:	\$13,818,554	\$13,862,278





CONTRACTING OPPORTUNITY*

BID NUMBER: 2024-001 RELEASE/OPEN DATE: January 18, 2024
BID TITLE: Request for Applications for CLOSING/DUE DATE: February 8, 2024

Healthy Families America &

Parents As Teachers Home Visiting Program

*Visit websites indicated below for additional information and updates.

The County of Los Angeles' Department of Public Health (Public Health) is pleased to announce the release of a Request for Applications (RFA) to solicit applications from interested qualified agencies to provide Healthy Families America (HFA) and Parents As Teachers (PAT) home visiting program services to eligible residents in Los Angeles County.

HFA and PAT are evidence-based home visiting programs recognized nationally and internationally, respectively. The purpose of HFA is to support new parents at the time their babies are born and, for families facing greater challenges, to provide additional support and ongoing home visitation services during the important early years. PAT focuses on building protective factors within the family. It is relationship-based, with a curriculum centering on parent-child interaction, child development and family well-being. The PAT program includes personal in-home visits, group meetings, annual developmental screenings and functional assessments, and referrals to community resources on an as needed basis.

Minimum Mandatory Requirements

Interested agencies/vendors that meet the Minimum Mandatory Requirements are invited to respond to this RFA by submitting an application by the closing/due date. Please click the Public Health link below to review the Minimum Mandatory Requirements identified in Section 1.4 of the RFA.

Next Steps for Interested Agencies/Vendors

- ✓ Register at http://camisvr.co.la.ca.us/webven, if not already registered.
- ✓ Review the RFA solicitation document for additional information, requirements, submission information, and updates at:
 - http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp
 - http://publichealth.lacounty.gov/cg/index.htm

HEALTHY FAMILIES AMERICA AND PARENTS AS TEACHERS HOME VISITING PROGRAM COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Total Number of Employees in California 132 433 840 4000 328 70 329 393 393 393 394 394 395	235 235						
Description	235						
Black/African American 29 4							
Hispanic/Latin American 309 2							
Asian or Pacific Islander							
American Indian 1 0 1 1 0 1 1 0 1 1 0 1 1 0							
Filipino 0 0 0							
White 39 1 ————————————————————————————————————							
Total 0 394 9 0 0 6 0 0 Female (should be included in counts above and also reported here separately). Image: Control of the firm is distributed Image: Control of th							
Female (should be included in counts above and also reported here separately).							
And also reported here separately). Percentage of how ownership of the firm is distributed	0						
Black/African American 7% 25%							
Hispanic/Latin American 71% 12% 83% 83% Asian or Pacific Islander 4% 0% 83% 83%							
Asian or Pacific Islander 4% 0% 83%							
170 070							
American Indian 23% 0%							
Filipino 0% 0% 17%							
White 8% 50%							
Total							
Female (should be included in counts above and also reported here separately).							
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise							
Minority							
Women							
Disadvantaged							
Disabled Veteran							
Other							

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

HEALTHY FAMILIES AMERICA AND PARENTS AS TEACHERS HOME VISITING PROGRAM COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

	51111 BCC1112						
FIRM / ORGANIZATION INFORMATION	Child Care Resource Center, Inc.	El Nido Family Centers	Human Services Asociation	Plaza Community Center, Inc.	Richstone Center, Inc.	SHIELDS for Families	The Whole Child
Total Number of Employees in California	1140	160	249	85	51	329	171
Total Number of Employees (including	1143	160	249	85	51	329	171
Owners/Partner/Associate Partners							
Black/African American				0			0
Hispanic/Latin American				85			7
Asian or Pacific Islander				0			0
American Indian				0			0
Filipino				0			0
White				0			7
Unspecified				·			0
Total	0	0	0	85	0	0	14
Female (should be included in counts above							
and also reported here separately).							
Percentage of how ownership of the firm is	distributed						
Black/African American	7%						
Hispanic/Latin American	70%						50%
Asian or Pacific Islander	5%						
American Indian	2%						
Filipino	0%						
White	17%						50%
Unspecified							
Total							
Female (should be included in counts above							
and also reported here separately).							
Current Certification as Minority, Women, I	Disadvantaged, and Di	sabled Veteran Bus	siness Enterprise				
Minority							
Women							
Disadvantaged							
Disabled Veteran							
Other							

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