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BOARD OF SUPERVISORS

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May 05, 2026

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

Dear Supervisors:

APPROVAL TO EXECUTE NEW SOLE SOURCE CONTRACTS WITH 12 COMMUNITY-BASED ORGANIZATIONS FOR GENDER-BASED VIOLENCE PREVENTION COMMUNITY SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute new sole source contracts with 12 Community-Based Organizations for the implementation of Gender-Based Violence Prevention Community Services, effective July 1, 2026, through June 30, 2027.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute new sole source contracts, substantially similar to Exhibit I, with the 12 Community-Based Organizations (CBOs) identified in Attachment A, to implement Gender-Based Violence (GBV) Prevention Community Services, effective July 1, 2026, through June 30, 2027, at an annual maximum obligation of \$2,055,000, 100 percent funded by Departmental net County cost (NCC).
2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contracts that: a) extend the term at amounts to be determined by the Director of Public Health, contingent upon contractor performance and funding availability; b) allow for the rollover of unspent contract funds; c) provide an increase or decrease in funding up to 10 percent above or below the term's base maximum obligation; d) allow revisions to the statement of work and/or scope of work, effective upon amendment execution, or at the beginning of the applicable contract term, 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 for: a) modifications to the budget with corresponding modifications to the statement of work and/or scope of work, as necessary; b) modifications to Contractor's or County's administration; and c) 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 the contractor if the contractor fails to fully comply with contractual requirements and terminate the contract for convenience by providing a 30-calendar day advance written notice to the contractor, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In line with the County's efforts around GBV, Public Health has been working with community and internal partners to advance primary prevention strategies to reduce and prevent GBV throughout Los Angeles County (LAC).

Approval of Recommendation 1 will allow Public Health to execute sole source contracts with the 12 CBOs, identified in Attachment A, to continue the implementation of GBV Prevention Community services. Collectively, these CBOs are embedded within the diverse and historically under-resourced communities that provide trusted access points for youth, families, and individuals at highest risk of violence. These contracts will support the delivery of evidence-based and community-driven prevention programming across four focus areas: 1) Healthy Relationships Education and Training; 2) Engaging Men and Boys; 3) Lesbian, Gay, Bisexual, Transgender, Queer or Questioning Plus (LGBTQ+) Youth Peer Leadership; and 4) Economic Empowerment for Women and Girls.

These services are essential to strengthening the County's prevention programming infrastructure and ensuring uninterrupted progress toward the goals of the GBV Prevention Initiative, established under the Board Motion "Gender-Based Violence Prevention Initiative" dated July 23, 2024. From a public health perspective, sustained investment in prevention is critical to reducing the population-level burden of GBV, which disproportionately affects women, girls, LGBTQ+ individuals, and communities of color. National best practices, including the CDC's "STOP SV: A Technical Package to Prevent Sexual Violence," emphasize the importance of consistent, community-led primary prevention over multiple years to achieve measurable reductions in violence.

The proposed sole source contracts with the 12 CBOs, originally competitively awarded through a 2024 Request for Proposals administered through Southern California Grantmakers (SCG), will ensure program continuity, prevent costly disruptions in service delivery, avoid delays associated with the onboarding of new providers, and preserve the relationships, curricula, and evaluation systems that have already been developed under the initiative. Contracting with these CBOs directly will save both time and resources, while providing the necessary period to evaluate program outcomes and assess the long-term public health impact, ensuring the County can build on early successes, strength cross-sector coordination, and continue advancing an equitable, trauma-informed prevention model aligned with the Board's vision for safe and thriving communities. Additionally, transitioning to direct County contracting will eliminate the 10% administrative fee paid to SCG, resulting in \$205,500 in estimated savings. Executing new sole source contracts with these same providers will safeguard the County's investment, preserve the trust built within local communities, and maintain program momentum. This timeline will provide sufficient opportunity to evaluate program performance, collect outcomes data, and develop a plan for a future competitive

solicitation aligned with Board priorities and funding availability.

Approval of Recommendation 2 and 3 will allow Public Health to execute amendments to the contracts to extend the term; rollover unspent funds; and increase or decrease funding up to 10 percent above or below the term's base maximum obligation; update the statement of work and/or scope of work; execute change notices for modifications to the budget with corresponding modifications to the statement of work and/or scope of work, modify administration and/or changes to hours of operation and/or service locations.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate any contract if a contractor fails to perform and/or fully comply with contractual requirements, and to terminate any contract for convenience by providing 30-calendar days' advance written termination notice to contractor(s).

Implementation of Strategic Plan Goals

The recommended actions support North Star 1; Make Investments that Transform Lives: Area Goal A, Healthy Individuals & Families, and Area Goal B, Employment and Sustainable Wages, and North Star 2; Foster Vibrant and Resilient Communities, Area Goal A, Public Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the 12 contracts is \$2,055,000, effective July 1, 2026, through June 30, 2027, 100 percent funded by NCC.

Funding is included in Public Health's Recommended Budget for fiscal year (FY) 2026-27 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 4, 2025, your Board approved the motion, "Los Angeles County Gender-Based Violence Prevention Services," which directed Public Health's Office of Violence Prevention (OVP) to implement the next phase of the GBV Prevention Initiative. This motion authorized the allocation of \$2 million to support community-based primary prevention efforts through the GBV Prevention Community Grant, ensuring resources were directed to organizations best positioned to engage communities most impacted by violence. The funding established a foundation for sustainable, community-driven prevention strategies and marked a significant step toward the Board's commitment to reducing GBV across LAC.

As required under Board Policy 5.100, Public Health notified your Board on February 26, 2026, of its intent to negotiate new sole source contracts with the 12 CBOs.

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is a list of contractors recommended for a contract. Attachment B is the Sole Source Checklist signed by the CEO.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors

5/5/2026

Page 4

Approval of the recommended actions will allow Public Health to continue the uninterrupted implementation of GBV Prevention Community Services in LAC.

Respectfully submitted,

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

Barbara Ferrer, PhD, MPH, MEd

Director

BF:mk

#08508

Enclosures

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

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
GENDER-BASED VIOLENCE PREVENTION COMMUNITY SERVICES
July 1, 2026, through June 30, 2027

	Organization Name	Funding Amount	Supervisory District
Healthy Relationships Education and Training			
1	Alma Family Services	\$200,000	1
2	Child & Family Center	\$200,000	5
3	Haven Hills, Inc.	\$200,000	3
4	Inner City Visions	\$200,000	2
5	Interval House	\$200,000	4
	Healthy Relationships Education and Training Total	\$1,000,000	
Engaging Men and Boys			
6	Jail Guitar Doors	\$200,000	All
7	The Prism Way	\$200,000	All
	Engaging Men and Boys Total	\$400,000	
LGBTQ+ Youth Peer Leadership			
8	Community Partners	\$145,000	All
9	Men's Health Foundation	\$145,000	All
10	Minority AIDS Project	\$145,000	All
	LGBTQ+ Youth Peer Leadership Total	\$435,000	
Economic Empowerment for Women and Girls			
11	Maternal & Child Health Access	\$110,000	All
12	Sanctuary of Hope	\$110,000	All
	Economic Empowerment for Women and Girls Total	\$220,000	
	Total	\$2,055,000	



COUNTY OF LOS ANGELES BOARD OF SUPERVISORS POLICY 5.100 SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- New Sole Source Contract for Replacement of Existing Services, or Amendments for Extension of Contracts for Existing Services
- Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS TO EXTEND CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one single source for the service exists.
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance services and/or support services agreements are required on equipment and/or software, which must be serviced by the original manufacturer, software provider, or an authorized service representative.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Approved by:

Chief Executive Office

Date

Alma Family Services, Child & Family Center, Haven Hills, Inc., Inner City Visions, Interval House, Jail Guitar Doors, The Prism Way, Community Partners, Men's Health Foundation, Minority AIDS Project, Maternal & Child Health Access, Sanctuary of Hope

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**GENDER-BASED VIOLENCE PREVENTION
COMMUNITY SERVICES**

**DEPARTMENT OF PUBLIC HEALTH
GENDER-BASED VIOLENCE PREVENTION COMMUNITY SERVICES**

Right click and select "Update Field" to update Table of Contents.

Table of Contents

Paragraph	Page
1. APPLICABLE DOCUMENTS:.....	6
2. DEFINITIONS:	6
3. DESCRIPTION OF SERVICES:	7
4. TERM OF CONTRACT:.....	8
5. MAXIMUM OBLIGATION OF COUNTY:	8
6. STANDARD PROVISIONS:	9
6.1 INVOICES AND PAYMENTS:	9
6.2 FUNDING/SERVICE ADJUSTMENTS AND REALLOCATIONS:	11
6.3 ALTERATION OF TERMS/AMENDMENTS:	12
6.4 CONFIDENTIALITY:.....	13
6.5 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR WHO ARE ON A COUNTY RE-EMPLOYMENT LIST:	14
6.6 INDEMNIFICATION:.....	14
6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:.....	14
6.8 INSURANCE COVERAGE REQUIREMENTS:.....	18
6.9 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:.....	19
6.10 PUBLICITY:	20
6.11 RECORD RETENTION AND AUDITS:	21
6.12 TERMINATION FOR NON-ADHERENCE OF THE COUNTY LOBBYIST ORDINANCE:	24
6.13 CONFLICT OF TERMS:	25
6.14 CONTRACTOR'S OFFICES:	25
6.15 NOTICES:	25
6.16 ADMINISTRATION OF CONTRACT:	25

6.17	ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:	26
6.18	AUTHORIZATION WARRANTY:	27
6.19	BUDGET REDUCTION:	27
6.20	CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:	28
6.21	COMPLAINTS:	28
6.22	COMPLIANCE WITH APPLICABLE LAW:	29
6.23	COMPLIANCE WITH CIVIL RIGHTS LAW:	30
6.24	COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:	30
6.25	COMPLIANCE WITH THE COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:	32
6.26	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES:	32
6.27	COMPLIANCE WITH THE COUNTY’S POLICY OF EQUITY:	32
6.28	CONFLICT OF INTEREST:	33
6.29	CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:	33
6.30	CONTRACTOR RESPONSIBILITY AND DEBARMENT	34
6.31	CONTRACTOR’S ACKNOWLEDGEMENT AND NOTICE TO ITS EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW:	36
6.32	CONTRACTOR’S WARRANTY OF ADHERENCE TO THE COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM:	36
6.33	THE COUNTY’S QUALITY ASSURANCE PLAN:	37
6.34	RULES AND REGULATIONS:	37
6.35	DAMAGE TO THE COUNTY’S FACILITIES, BUILDINGS OR GROUNDS:	37
6.36	EMPLOYMENT ELIGIBILITY VERIFICATION:	38
6.37	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:	38
6.38	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:	39
6.39	FAIR LABOR STANDARDS:	39
6.40	FISCAL DISCLOSURE:	39
6.41	FORCE MAJEURE:	40
6.42	GOVERNING LAW, JURISDICTION, AND VENUE:	40
6.43	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):	41
6.44	INDEPENDENT CONTRACTOR STATUS:	41

6.45	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:	42
6.46	LIQUIDATED DAMAGES	42
6.47	NONDISCRIMINATION AND AFFIRMATIVE ACTION:	43
6.48	NON-EXCLUSIVITY:	45
6.49	NOTICE OF DELAYS:	45
6.50	NOTICE OF DISPUTES:	45
6.51	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT: ...	46
6.52	PROHIBITION AGAINST INDUCEMENT OR PERSUASION:	46
6.53	PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:	46
6.54	PUBLIC RECORDS ACT:	46
6.55	PURCHASES:	47
6.56	REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:	48
6.57	REPORTS:	50
6.58	RECYCLED BOND PAPER:	50
6.59	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):	50
6.60	STAFFING AND TRAINING/STAFF DEVELOPMENT:	50
6.61	SUBCONTRACTING:	51
6.62	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:	53
6.63	TERMINATION FOR CONVENIENCE:	53
6.64	TERMINATION FOR DEFAULT:	54
6.65	TERMINATION FOR IMPROPER CONSIDERATION:	56
6.66	TERMINATION FOR INSOLVENCY:	56
6.67	TERMINATION FOR NON-APPROPRIATION OF FUNDS:	57
6.68	NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:	57
6.69	TIME OFF FOR VOTING:	57
6.70	VALIDITY:	57
6.71	WAIVER:	58
6.72	WARRANTY AGAINST CONTINGENT FEES:	58
6.73	WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:	58

6.74	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:	59
6.75	INJURY AND ILLNESS PREVENTION PROGRAM:	59
6.76	CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:	59
7.	UNIQUE PROVISIONS:	60
7.1	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:	60
7.2	COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY:	60
7.3	CHILD/ELDER ABUSE/FRAUD REPORT:	60
8.	SURVIVAL:	61

EXHIBITS

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work
- Exhibit C – Budget
- Exhibit D – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E – County's Administration
- Exhibit F – Contractor's Administration

**DEPARTMENT OF PUBLIC HEALTH
GENDER-BASED VIOLENCE PREVENTION COMMUNITY SERVICES**

THIS CONTRACT "Contract" is made and entered into on (Execution Date),

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

and [Click to enter Legal Name of Contractor](#)
(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 _____, the Board delegated authority to 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 Gender-Based Violence Prevention Community Services to preserve and protect the public's health; and

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide Gender-Based Violence Prevention Community 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, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

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

1. APPLICABLE DOCUMENTS:

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

Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work
- Exhibit C – Budget
- Exhibit D – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E – County’s Administration
- Exhibit F – Contractor’s Administration

2. DEFINITIONS:

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

- 2.1 Amendment: Any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract.
- 2.2 Board of Supervisors (Board): The Board of Supervisors of the County, acting as governing body.
- 2.3 Contract: This agreement executed between the County and Contractor setting forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (Exhibit A) and the Scope of Work (Exhibit B).
- 2.4 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by this Contract.
- 2.5 Contractor’s Project Manager: The person designated by Contractor to administer the operations under this Contract.

- 2.6 County's Project Director: Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 County's Project Manager: Person designated by the County's Project Director to manage the operations under this Contract.
- 2.8 County's Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract, and responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.9 County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found here:
<https://lacounty.gov/government/about-la-county/about/>.
- 2.10 Day(s): Calendar day(s) unless otherwise specified.
- 2.11 Department: The County of Los Angeles Department of Public Health, which is entering into this Contract on behalf of the County.
- 2.12 Director: Director of the Department of Public Health, or designee.
- 2.13 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.14 Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.
- 2.15 Subcontract: An agreement by Contractor to employ a subcontractor to provide services to fulfill requirements of this Contract.
- 2.16 Subcontractor: Any individual, person(s), sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3. DESCRIPTION OF SERVICES:

- 3.1 Contractor will provide services in the manner described in Exhibit A (Statement of Work) and Exhibit B (Scope of Work).

- 3.2 Contractor acknowledges that the quality of service(s) provided under this Contract will be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.3 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

4. TERM OF CONTRACT:

This Contract is effective July 1, 2026, and will continue in full force and effect through June 30, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify Public Health 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 Public Health at the address provided in Exhibit E (County's Administration).

5. MAXIMUM OBLIGATION OF COUNTY:

5.1 The maximum obligation of the County for all services provided hereunder is as follows:

5.1.1 For the period of July 1, 2026, through June 30, 2027,
_____ (\$_____), as set forth in Exhibit C-1.

5.2 Contractor is not entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by a 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, may not occur without the County's express prior written approval.

5.3 Contractor must maintain a system of record keeping that will allow it to determine when it has incurred 75% of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor will have no claim against the 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 the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract does not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. STANDARD PROVISIONS:

6.1 INVOICES AND PAYMENTS:

- 6.1.1 Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and Exhibits B-1-1, B-1-2, B-1-3, B-1-4, in accordance with Exhibit C.
- 6.1.2 Contractor must invoice the County monthly in arrears. All invoices must include all required reports and/or data and must 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 prior payments made to Contractor.
- 6.1.3 Invoices must be submitted to the County within 30 Days after the close of each calendar month. The County will make a reasonable effort to make payment within 30 Days following receipt of a complete and correct monthly invoice, in accordance with Exhibit C, Budget.
- 6.1.4 Invoices must be submitted directly to the County's Project Manager at the address provided in Exhibit E (County's Administration). For each annual period, or portion thereof, that this Contract is in effect, Contractor must provide an annual cost report within 30 Days following the close of that period. Such cost report must 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 must be for that Contract period which ends on the termination date and must be submitted within 30 Days after such termination date.

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

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

6.1.5 Upon expiration or prior termination of this Contract, Contractor must submit, within 30 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 constitutes Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

6.1.6 Withholding Payment:

- (1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, the Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to the 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, the Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 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 the County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, the 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, the Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to the County.
- (5) In addition to Subparagraphs (1) through (4) immediately above, the Director may withhold payments due to Contractor for amounts due to the County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report resulting from this Contract 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 Contractor accordingly.
- (6) The 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. The Director will provide written notice of the intent to withhold payment specifying said breaches and/or failures to Contractor.

6.1.7 Fiscal Viability: 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.

6.2 FUNDING/SERVICE ADJUSTMENTS AND REALLOCATIONS:

The County and Contractor will 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 the 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(s) during each County fiscal year as determined by the Director. At least 15 Days prior to each such review, Contractor must provide the 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.

6.3 ALTERATION OF TERMS/AMENDMENTS:

- 6.3.1 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 constitutes the total agreement. 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, will be valid or 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.
- 6.3.2 The Board, the County's Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or modification of certain terms and conditions of this 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 Board, the County's Chief Executive Officer, or State or federal entity, law, or regulation. To implement such changes, an amendment to this Contract will be prepared by the Director and executed by Contractor and the Director, as authorized by the Board.
- 6.3.3 In instances where the Board 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, an internal reallocation of funds between budgets and/or an increase or decrease in funding up to 10% above or below each period's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable budget period, and make changes to the Statement of Work or Scope of Work, as necessary, an amendment will be prepared by the Director and executed by Contractor and the Director, as authorized by the Board.
- 6.3.4 Notwithstanding Paragraph 6.3.1, in instances where the Board 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 modifications to the Statement of Work and/or Scope of Work, that are within the same scope of services, as necessary, allow for changes to hours of operation, and/or changes to service locations, a written Change

Notice must be signed by Contractor and the Director, as authorized by the Board.

6.4 CONFIDENTIALITY:

- 6.4.1 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. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, no later than 24 hours after discovery, notify the County's Project Manager.
- 6.4.2 Contractor must indemnify, defend, and hold harmless the 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 the 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 the County. Notwithstanding the preceding sentence, the 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.
- 6.4.3 Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

6.5 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR WHO ARE ON A COUNTY RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor 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.

6.6 INDEMNIFICATION:

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.

6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of the County, 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") 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 Contractor for liabilities which may arise from or relate to this Contract.

6.7.1 Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively the County and its Agents) have been given insured status under Contractor's General Liability policy must be delivered to the County at the address shown below prior to commencing services under this Contract.

Renewal Certificates must be provided to the County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or 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 Contractor's name 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 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 90222
and

E-mail to: CMD-Monitoring@ph.lacounty.gov

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

- 6.7.2 Additional Insured Status and Scope of Coverage: The 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. The County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of 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, provided it satisfies the Required Provisions herein.
- 6.7.3 Cancellation of or Changes in Insurance: Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, and term of coverage or policy period. The 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. 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.
- 6.7.4 Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance constitutes a material breach of this Contract, upon which the County may immediately withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, in 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.
- 6.7.5 Insurer Financial Ratings: 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 the County.
- 6.7.6 Contractor's Insurance Must Be Primary: 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.

- 6.7.7 Waivers of Subrogation: To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the 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 effectuate such waiver.
- 6.7.8 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor must reimburse all costs incurred by the County.
- 6.7.9 Subcontractor Insurance Coverage Requirements: Contractor must include all subcontractors as insureds under Contractor's own policies or must provide the County with each subcontractor's separate evidence of insurance coverage. Contractor is responsible for verifying each subcontractor complies with the Required Insurance provisions listed 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 the County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- 6.7.10 Deductibles and Self-Insured Retentions (SIR): Contractor's policies must 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 with respect 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.
- 6.7.11 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must 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 expiration, termination, or cancellation of this Contract.
- 6.7.12 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.

6.7.13 Separation of Insureds: All liability policies must provide cross-liability coverage as described by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision, with no insured versus insured exclusions or limitations.

6.7.14 Alternative Risk Financing Programs: The County reserves the right to review and 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.

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

6.8 INSURANCE COVERAGE REQUIREMENTS:

6.8.1 Commercial General Liability. Contractor must maintain insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01") naming the 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

6.8.2 Automobile Liability. Contractor must maintain 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 non-owned autos, as each may be applicable.

6.8.3 Workers Compensation and Employers' Liability. Contractor must 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 must 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 must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

The Alternate Employer endorsement (above) also should be required if your department will 1) lease or rent equipment and an equipment operator is provided by the supplier, or 2) exercise control over the details of the work performed by the employees of your contractor. Please contact the CEO Risk Management Branch – Risk Transfer Unit/Insurance Compliance at insurancecompliance@ceo.lacounty.gov if you need assistance.

- 6.8.4 Sexual Misconduct Liability. Contractor must maintain 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.

6.9 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

- 6.9.1 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, will be the sole property of the County.
- 6.9.2 Contractor hereby assigns and transfers to the County in perpetuity for all purposes all of 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.
- 6.9.3 With respect to any such items which come into existence after the commencement date of this Contract, Contractor must assign and transfer to the County in perpetuity for all purposes, without any additional consideration, all of 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.

- 6.9.4 During the term of this Contract and for seven years thereafter, Contractor must maintain and provide security for all of Contractor's working papers prepared under this Contract. The County will 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.
- 6.9.5 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 must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 6.9.6 If directed to do so by the County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract, and 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 will 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 the County.

For the purposes of this Contract, all such items include, but are not 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).

6.10 PUBLICITY:

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, must have written approval from the Director prior to publication, printing, duplication, and/or implementation under this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must 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 include, but are not 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).

6.11 RECORD RETENTION AND AUDITS:

6.11.1 Service Records: Contractor must maintain all service records related to this Contract for a minimum of seven years following the expiration or prior termination of this Contract. Contractor must provide upon request by the County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

6.11.2 Financial Records: Contractor must 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 the 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 - Revised July 2025](#)

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

6.11.4 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 must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 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, the County will maintain the confidentiality of such audit report(s).

6.11.5 Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Contract is in effect. The audit must be in compliance with 2 CFR 200.501. The audit must 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 must 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/are not delivered by Contractor to the County within the specified time, the Director may withhold all payments to Contractor under all service agreements between the County and Contractor until such report(s) is/are delivered to the County.

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

6.11.6 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code (USC) 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 must 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 must provide for such access to the subcontract, books, documents, and records of the subcontractor.

6.11.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an

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

The County may conduct a statistical sample audit/compliance review of all claims paid by the 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 will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review the County's findings on Contractor, and Contractor will have 30 Days after receipt of the County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit, or sample, will 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 the County. The County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

6.11.8 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 any combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any service for which payments were made to Contractor by the County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to the County. For purpose of this Paragraph, an "unsubstantiated unit of service" means 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” means 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, Contractor must repay the County the difference immediately upon request, or the County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 Days of termination of this Contract, such audit finds that the units of service, allowable costs of any service, and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of service and/or payments made by the County, then the difference may be paid to Contractor, not to exceed the County’s maximum contract obligation.
- (4) In no event will the County be required to pay Contractor for units of service 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 is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

6.11.9 Failure to Comply: Contractor’s failure to comply with the terms of this Paragraph will constitute a material breach of this Contract upon which the County may immediately suspend or terminate this Contract.

6.12 TERMINATION FOR NON-ADHERENCE OF THE COUNTY LOBBYIST ORDINANCE:

6.12.1 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 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.

6.13 CONFLICT OF TERMS:

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

6.14 CONTRACTOR'S OFFICES:

Contractor's office is located at _____.
Contractor's business telephone number is (____) _____, fax number is (____) _____, and e-mail address is _____.
Contractor must notify County in writing of any changes made to its 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 business days prior to the effective date(s) thereof.

6.15 NOTICES:

All notices or demands required or permitted to be given or made under this Contract must be in writing and hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits F (County's Administration) and G (Contractor's Administration). Addresses may be changed by either party by giving 10 business days' prior written notice thereof to the other party. The Director has the authority to issue all notices or demands required or permitted by the County under this Contract.

6.16 ADMINISTRATION OF CONTRACT:

6.16.1 The Director has the authority to administer this Contract on behalf of the County. Contractor agrees to extend to the 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.

- 6.16.2 Approval of Contractor's Staff: The 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.
- 6.16.3 Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to badges.
- 6.16.4 Background and Security Investigations: Each of Contractor's staff and any subcontractor(s) performing services under this Contract who is in a designated sensitive position, as determined by the County in its sole discretion, must undergo and pass a background investigation to the satisfaction of the 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 local, State, and federal-level review, which may include, but will not be limited to, criminal conviction information. Contractor is responsible for the fees associated with the background investigation, 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 about a member(s) of Contractor's staff. If this subsequent information constitutes a job nexus, Contractor must immediately remove that staff member from performing services under this Contract and replace such staff within 15 business days of removal, or within another 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.

6.17 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:

- 6.17.1 Contractor must notify the County of any pending acquisition/merger of its company unless otherwise legally prohibited from doing so. If Contractor is legally restricted from notifying the County of a pending acquisition/merger, then it should notify the County of the actual acquisition/merger 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 acquisition/merger.
- 6.17.2 Contractor may 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 the County, in its discretion, and any attempted assignment, delegation, or other transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, the 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, in the County's sole discretion, against the claims, which Contractor may have against the County.
- 6.17.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of the 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 the 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, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6.18 AUTHORIZATION WARRANTY:

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.

6.19 BUDGET REDUCTION:

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 the County's 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 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 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

6.20 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for the County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that the Director may cancel this Contract, without cause, upon the giving of 10 Days' written notice to Contractor. In the alternative to cancellation, the 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.

6.21 COMPLAINTS:

Contractor must develop, maintain, and operationalize procedures for receiving, investigating, and responding to complaints.

6.21.1 Within 30 business days after execution of this Contract, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.

6.21.2 The policy must 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 for filing a complaint. Clients and/or their authorized representatives must receive a copy of the procedures.

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

6.21.4 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the policy within 30 business days for the County's approval.

6.21.5 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.

6.21.6 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.

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

6.21.8 Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

6.22 COMPLIANCE WITH APPLICABLE LAW:

6.22.1 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.

6.22.2 Contractor must indemnify, defend, and hold harmless the 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, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the 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 the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the 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 the County in doing so. Contractor does 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 the County without the County's prior written approval.

6.23 COMPLIANCE WITH CIVIL RIGHTS LAW:

Contractor must comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Section 2000 (e) (1)-(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:

1. 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, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

6.24 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

6.24.1 Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

6.24.2 Written Employee Jury Service Policy:

- (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 Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.020 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 Subparagraph, "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 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 is also subject to the provisions of this Subparagraph. The provisions of this Subparagraph must be inserted into any such subcontract and a copy of the Jury Service Program must be attached to that subcontract.
- (3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor has 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 in 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 Subparagraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in 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.

6.25 COMPLIANCE WITH THE COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

6.25.2 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. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

6.25.3 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.

6.26 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES:

Contractor, and any subcontractor(s), must comply with the fair chance employment hiring practices set forth in [California Government Code Section 12952](#), [the California Code of Regulations Section 11017.1](#), and [County Code Chapter 8.300 \(Fair Chance Ordinance for Employers\)](#).

Contractor, and its subcontractor(s), can access fair chance employment resources, including a Fair Chance Fact Sheet and Workplace Posters (English/Spanish), and other program material at <https://dcba.lacounty.gov/fairchance/>. Additional compliance resources, including an Employer Toolkit (Fair Chance Hiring: An Employer’s Guide to Hiring System-Impacted Individuals), can be accessed at <https://opportunity.lacounty.gov/fairchance/>.

Contractor’s violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, issue administrative penalties and/or seek additional remedies as provided within Section 8.300.100 of the Fair Chance Ordinance for Employers, and/or terminate this Contract.

6.27 COMPLIANCE WITH THE COUNTY’S POLICY OF EQUITY:

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

6.28 CONFLICT OF INTEREST:

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

6.28.2 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 includes, 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 Subparagraph will be a material breach of this Contract.

6.29 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

6.29.1 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 Contractor's minimum qualifications for the open position(s). For purposes of this Subparagraph, consideration means that Contractor will interview qualified candidates. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov. The County will refer qualified GAIN/START participants by job category to the Contractor.

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

6.30 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

6.30.2 Chapter 2.202 of the County Code: Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning Contractor's performance 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.

6.30.3 Non-Responsible Contractor: The County may debar a contractor if the Board 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.

- 6.30.4 Contractor Hearing Board: 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.
- 6.30.5 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 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 proposed decision prior to its presentation to the Board.
- 6.30.6 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. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 6.30.7 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.
- 6.30.8 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 consider evidence on the proposed reduction of debarment period

or termination of debarment. 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.

6.30.9 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. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.30.10 Subcontractors of Contractors: These terms also apply to subcontractors of County contractors.

6.31 CONTRACTOR'S ACKNOWLEDGEMENT AND NOTICE TO ITS EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor must notify and provide to its employees, and require each subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at the 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.

Contractor and its subcontractor(s), can access posters and other program material at www.babysafela.org.

6.32 CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

6.32.1 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.

6.32.2 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 653(a)) 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).

6.33 THE COUNTY'S QUALITY ASSURANCE PLAN:

The 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 the County determines are significant or continuing, and that may place performance of this Contract in jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

6.34 RULES AND REGULATIONS:

During the time that Contractor's personnel are at County facilities, such persons are subject to the rules and regulations of such County facility. It is Contractor's responsibility to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor must immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from the 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.

6.35 DAMAGE TO THE COUNTY'S FACILITIES, BUILDINGS OR GROUNDS:

6.35.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to the County's 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.

- 6.35.2 If Contractor fails to make timely repairs, the County may make any necessary repairs and all costs incurred by the County, as determined by the County, for such repairs, must be repaid by Contractor by cash payment upon demand or may be deducted from the County's payment to Contractor.

6.36 EMPLOYMENT ELIGIBILITY VERIFICATION:

- 6.36.1 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.
- 6.36.2 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.

6.37 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

The County, in 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 is 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 following 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 the term of 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.

6.38 COUNTERPARTS AND ELECTRONIC SIGNATURES AND 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 or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies will 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 amendments prepared pursuant to the ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities (e.g., fax or e-mail), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

6.39 FAIR LABOR STANDARDS:

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.

6.40 FISCAL DISCLOSURE:

Contractor must prepare and submit to the Director, within 10 Days following execution of this Contract, a statement executed by Contractor's duly constituted officer(s), 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 must promptly notify the Director in writing, detailing such changes.

6.41 FORCE MAJEURE:

6.41.1 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, 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").

6.41.2 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.

6.41.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

6.42 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 Los Angeles County.

6.43 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

6.43.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

6.43.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to view, print, copy, keep, download, maintain, or otherwise take advantage of such access for any purpose whatsoever.

6.43.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

6.44 INDEPENDENT CONTRACTOR STATUS:

6.44.1 This Contract is by and between the County and Contractor and is not intended, and will 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 are not, and will not be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 6.44.2 Contractor is 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.
- 6.44.3 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 is 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.
- 6.44.4 Contractor must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

6.45 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

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 Public Health's request at any time during the term of this Contract.

6.46 LIQUIDATED DAMAGES

If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the

amount to be withheld or deducted from payments to Contractor from the County, will be forwarded to Contractor by the Director in a written notice describing the reasons for said action.

If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency(ies) within specified time frames. Should Contractor fail to correct the deficiency(ies) within said time frames, the Director may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Contractor's failure to correct a deficiency(ies) within the specified time frames; therefore, the parties hereby agree that a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that Contractor will be liable to the County for liquidated damages in said amount, which will be deducted from the County's payment to Contractor; and/or (c) upon giving five business days' notice to Contractor for failure to correct the deficiency(ies), the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.

The action noted above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to Contractor's failure to complete or comply with the provisions of this Contract.

This Subparagraph may not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified above, and may not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

6.47 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

6.47.1 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.

6.47.2 Contractor certifies to the County each of the following:

1. 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, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

6.47.3 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 includes, 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.

6.47.4 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.

6.47.5 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.

6.47.6 Contractor will allow the County's representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Nondiscrimination and Affirmative Action Paragraph when so requested by the County.

6.47.7 If the County finds that any provisions of this Nondiscrimination and Affirmative Action Paragraph 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 Civil Rights Department or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

6.47.8 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.

6.48 NON-EXCLUSIVITY:

Nothing herein is intended or will be construed as creating any exclusive arrangement with Contractor. This Contract does not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

6.49 NOTICE OF DELAYS:

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

6.50 NOTICE OF DISPUTES:

Contractor must bring to the attention of the County's Project Manager and/or the 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 the County's Project Director is not able to resolve the dispute, the Director will resolve it.

6.51 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT:

Contractor must notify its employees, and require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Tax Credit under federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

6.52 PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

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.

6.53 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.

6.54 PUBLIC RECORDS ACT:

6.54.1 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 except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code Sections 7921.000 et seq.](#) and which are justifiably 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.

6.54.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret,” “confidential,” or “proprietary,” 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.

6.55 PURCHASES:

6.55.1 Purchase Practices: Contractor must 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 must be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder. Contractor must attach identifying labels on all such property indicating the proprietary interest of County.

6.55.2 Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, the County will 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, Contractor’s failure to comply with any of the provisions of this Contract, the Contractor’s bankruptcy or its giving an assignment for the benefit of creditors, or Contractor’s failure to satisfy any judgment against it within 30 Days of filing, the County will have the right to take immediate possession of all such furniture, fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on Contractor’s part.

6.55.3 Inventory Records, Controls, and Reports: Contractor must 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 must provide the Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any Contract funds designated for such purpose.

6.55.4 Protection of Property in Contractor’s Custody: 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 the Director for instructions for disposition of any property which is worn out or unusable.

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

6.56 REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

6.56.1 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 must prepare and submit to the Director within 10 Days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officer(s) 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, with 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 Subparagraph 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 must 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 must 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, Contractor may only charge the program for costs of ownership, including depreciation, interest, and applicable taxes.

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

- 6.56.2 Business Ownership Disclosure: Contractor must prepare and submit to the 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, Contractor's ownership of other businesses dealing with

Contractor under this Contract changes, Contractor must notify the Director in writing of such changes within 30 Days prior to the effective date thereof.

6.57 REPORTS:

Contractor must make reports as required by the County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. The Director will provide Contractor with at least 30 Days' prior written notification of requested reports, providing Contractor with a written explanation of the procedures for reporting the information required.

6.58 RECYCLED BOND PAPER:

Consistent with Board policy to reduce the amount of solid waste deposited at the County's 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.

6.59 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

Proposers, contractors, or a subsidiary or subcontractor ("Proposer/Contractor") are prohibited from submitting a bid or proposal in response to 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 response to a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. 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 survives the expiration or other termination of this Contract.

6.60 STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor must operate continuously throughout the term of this Contract with at least the minimum number of staff required by the County, as listed in Exhibit A, Statement of Work, and/or Exhibit B, Scope of Work. Such personnel must be qualified in accordance with standards established by the County.

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

6.61 SUBCONTRACTING:

6.61.1 For purposes of this Contract, subcontracts must be approved in advance in writing by the Director. Contractor's request to the Director for approval of a subcontract must include:

- (1) Identification of the proposed subcontractor (who must 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 subcontractor.
- (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 must 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 the Director.

6.61.2 The Director will review Contractor's request to subcontract and determine whether or not to consent to such a request on a case-by-case basis.

6.61.3 Subcontracts must be made in the name of Contractor and may not bind nor purport to bind the 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 employees and subcontractor(s). Further, the Director's approval of any subcontract must not be construed to limit in any way, any of the County's rights or remedies contained in this Contract.

6.61.4 In the event that the Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to any subcontractor(s), and their officers, employees, and agents.

6.61.5 In the event that the Director consents to any subcontracting, such consent is provisional and does not waive the County's right to later withdraw that consent when such action is deemed by the County to be in its best interest. The 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 the County's exercising of such a right.

6.61.6 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. Contractor must notify its subcontractors of this County right.

6.61.7 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 must 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 listed herein.

Contractor must deliver to the 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.

6.61.8 Contractor must obtain certificates of insurance which establish that any subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

6.61.9 The 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.

6.61.10 Contractor must 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 a Contractor employee.

6.61.11 Contractor remains 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.

6.62 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE 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 THE 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 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 Contractor debarment, pursuant to [County Code Chapter 2.202](#).

6.63 TERMINATION FOR CONVENIENCE:

6.63.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of services

hereunder will be effectuated by a 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 of Termination is sent.

- 6.63.2 After receipt of a Notice of Termination and except as otherwise directed by the County, Contractor must stop work under this Contract on the date and to the extent specified in such Notice of Termination.
- 6.63.3 Further, after receipt of a Notice of Termination, Contractor must submit to the County, in the form and with the certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 30 Days from the effective date of termination. If Contractor fails submit its termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination, and such determination will be final. After such determination is made, the County will pay Contractor the amount so determined.
- 6.63.4 Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, must retain and make available all its books, documents, records, or other evidence bearing on Contractor's costs and expenses under this Contract regarding the provision of services hereunder. All such books, records, documents, or other evidence must be retained by Contractor at a location in Los Angeles County and must be made available within 10 Days of written notice by the County for purposes of inspection or audit by representatives of the County during normal business hours.

6.64 TERMINATION FOR DEFAULT:

- 6.64.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of the County's Project Director:
 - Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

6.64.2 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.

6.64.3 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 above 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; or fires, floods, 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 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, 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.

6.64.4 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.

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

6.65 TERMINATION FOR IMPROPER CONSIDERATION:

6.65.1 The 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 the making of any determinations with respect to 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.

6.65.2 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 or <https://fraud.lacounty.gov/>.

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

6.66 TERMINATION FOR INSOLVENCY:

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

- 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;

- The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor;
- The execution by Contractor of a general assignment for the benefit of creditors.

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

6.67 TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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 Board 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 will 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.

6.68 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 acquire any rights as a third-party beneficiary under this Contract.

6.69 TIME OFF FOR VOTING:

Contractor must notify and provide to 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 subcontractor(s) 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](#).

6.70 VALIDITY:

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

6.71 WAIVER:

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. 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. The rights and remedies set forth in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6.72 WARRANTY AGAINST CONTINGENT FEES:

6.72.1 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.

6.72.2 For breach of this warranty, the County has the right to terminate this Contract and, in its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

6.73 WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the 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 the County's Defaulted Property Tax Reduction Program, [Los Angeles County Code Chapter 2.206](#).

6.74 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION 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 10 Days of notice will be grounds upon which the County may terminate this Contract and/or pursue Contractor debarment pursuant to the County's Defaulted Property Tax Reduction Program, [Los Angeles County Code Chapter 2.206](#).

6.75 INJURY AND ILLNESS PREVENTION PROGRAM:

Contractor is required to comply with the State of California's Division of Occupational Safety and Health (Cal OSHA) 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.

6.76 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$500 to a County officer while this Contract is pending and for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendments to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

7. UNIQUE PROVISIONS:

7.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, [Sections 12580-12599.10](#), in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either Contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

7.2 COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY:

This Contract is subject to Board Policy Manual, Chapter 3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy. As required by the Child Wellness Policy, Contractor must 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.

7.3 CHILD/ELDER ABUSE/FRAUD REPORT:

7.3.1 Contractor's mandated reporting staff working on this Contract that are subject to California's Child Abuse and Neglect Reporting Act ("CANRA") (Penal Code Sections 11164 et seq.) must comply with the reporting requirements described in CANRA and must report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by CANRA. Contractor's mandated reporting staff working under this Contract must make the report on such abuse, and must submit all required information, in accordance with Penal Code Sections 11166 and 11167.

7.3.2 Child abuse reports must 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.

7.3.3 Contractor's mandated reporting staff working on this Contract that are subject to California's Elder Abuse and Dependent Adult Civil Protection Act ("Act") (Welfare and Institutions Code Sections 15600 et seq.) must comply with the reporting requirements described in the Act, and must 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 the Act. Contractor's mandated reporting staff working under this Contract must make the report on such abuse, and must submit all required information, in accordance with Welfare and Institutions Code Sections 15630, 15633 and 15633.5.

7.3.4 Elder abuse reports must be made by telephone to the Department of Aging, and Disabilities hotline at (877) 477-4646 within one business day from the date Contractor became aware of the suspected instance of elder abuse.

7.15.1 Contractor staff working on this Contract must also immediately report all suspected fraud situations within three business days to the County's Department of Public Social Services (DPSS) Central Fraud Reporting Line at: (800) 349-9970 unless otherwise restricted by law from disclosing such information.

8. SURVIVAL:

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 6.4	Confidentiality
Paragraph 6.6	Indemnification
Paragraph 6.7	General Provisions for all Insurance Coverage
Paragraph 6.8	Insurance Coverage
Paragraph 6.9	Ownership of Materials, Software and Copyright
Paragraph 6.11	Record Retention and Audits
Paragraph 6.22	Compliance with Applicable Law
Paragraph 6.42	Governing Law, Jurisdiction, and Venue
Paragraph 6.70	Validity

Paragraph 6.71 Waiver
Paragraph 8 Survival

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IN WITNESS WHEREOF, the Board 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 month, day, and year first above written.

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN R. HARRISON
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#08508:mk

**STATEMENT OF WORK
FOR
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
GENDER-BASED VIOLENCE PREVENTION COMMUNITY
SERVICES**

1.0	INTRODUCTION	1
2.0	PROJECT OVERVIEW.....	2
3.0	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS.....	3
4.0	QUALITY ASSURANCE PLAN.....	3
5.0	RESPONSIBILITIES.....	3
	COUNTY.....	3
5.1	Personnel	3
5.2	Contractor’s Project Manager.....	3
5.3	Personnel	4
5.4	Uniforms/Identification Badges.....	4
5.5	Materials and Equipment.....	4
5.6	Training	4
5.7	Contractor’s Office	4

STATEMENT OF WORK (SOW)

1.0 INTRODUCTION

The Department of Public Health (Public Health) is working with community-based partners to implement a broad-reaching Gender-Based Violence (GBV) Prevention Initiative. The County of Los Angeles' (County) Board of Supervisors has defined GBV as violent acts or a pattern of acts of assault, threats, humiliation, and intimidation or other abuses that are used to harm, punish, or frighten due to a person's identified or perceived gender or sexual identity. GBV includes, but is not limited to, domestic violence, intimate partner violence, gendered cyber abuses, sexual harassment, sexual assault and exploitation, trafficking, homophobic, and transphobic abuses. It is rooted in structural gender inequalities, patriarchy, and power imbalances. Prevention is key to eliminating GBV.

In the County, there is a long history of GBV work led by community-based organizations, survivors, advocates, County departments, and Public Health programs. While progress has been made, especially in efforts to address sexual violence and intimate partner violence, GBV rates remain high, as indicated in the data below:

- According to the Centers for Disease Control and Prevention, almost one in two women (47.3%) and over 40% of men in the United States reported experiencing contact sexual violence, physical violence and/or stalking by an intimate partner during their lifetime; this amounts to over 100 million individuals.¹
- Locally, 11.2% of adults in the County reported experiencing physical and/or sexual violence by an intimate partner; this is an estimated 878,000 adults Countywide.²
- In 2023, law enforcement agencies in California received 160,357 domestic violence-related calls for assistance, 101,624 of which included a weapon.³
- According to the California Partnership to End Domestic Violence, in Fiscal Year 2020-2021, domestic violence programs in California answered 213,674 hotline calls and provided 608,658 bed nights for survivors and their children.⁴
- Programs provided services to 2,161 LGBTQ individuals – who, according to the University of California, Los Angeles Williams Institute, are nine times more likely than non-LGBTQ people to be victims of violent hate crimes – and 401 youth victims of dating violence. Between 2018 and 2022, residents in the County visited the

¹ Leemis R.W., Friar N., Khatiwada S., Chen M.S., Kresnow M., Smith S.G., Caslin, S., & Basile, K.C. (2022). The National Intimate Partner and Sexual Violence Survey: 2016/2017 Report on Intimate Partner Violence. Atlanta, GA: National Center for Injury Prevention and Control, Centers for Disease Control and Prevention.

² 2023 Los Angeles County Health Survey. Available: http://publichealth.lacounty.gov/ha/LACHSDDataTopics2023.htm#11_Fin

³ California Department of Justice. Domestic Violence-Related Calls for Assistance. Available: <https://openjustice.doj.ca.gov/exploration/crime-statistics/domestic-violence-related-calls-assistance>

⁴ California Partnership to End Domestic Violence. California Domestic Violence Factsheet. Available: https://cpedv.memberclicks.net/assets/PolicyDocs/Domestic%20Violence%20Fact%20Sheet_2022_update_.pdf

emergency department more than 6,000 times for sexual assaults.⁵ This is an average of over 3 visits daily.⁶

- The majority of all sexual assault victims who were treated in emergency departments were female, but each year, there were over 140 visits for sexual assaults among males.⁶
- The Human Relations Commission's 2022 Hate Crime Report showed that sexual orientation and gender were the second and fourth most reported motivations for hate crimes in the County during 2022.
- Additionally, the number of crimes motivated by sexual orientation revealed an increase of 20% from the previous year.
- In 2022, 72% of hate crimes reported were violent in nature. Violence was more common in hate crimes motivated by gender (91% were violent) or sexual orientation (85% were violent).⁷

Public Health's GBV Prevention Initiative is focused on the implementation of strategies to prevent violence before it occurs by investing in programs and services such as training and education for youth; engaging men and boys by providing programs that focus on building, strengthening and maintaining positive and healthy relationships between fathers and their children, partners, families and community; and engaging and centering the experiences and perspectives of LGBTQ+ youth in order to increase access to services. Another strategy is to advance women and girls' economic empowerment so that they can equally participate in and benefit from decent work and social protection; have control over resources, their own time, lives, and bodies; and increased voice, agency, and meaningful participation in economic decision-making at all levels from household to local and national institutions.

2.0 PROJECT OVERVIEW

Under this Contract, the Contractor will implement GBV Prevention Community Services for the following Public Health GBV programs and strategies: 1) Healthy Relationships Education and Training for Youth 12-18 years of age; 2) Engaging Men and Boys; 3) Engaging LGBTQ+ Youth Leaders; or 4) Economic Empowerment Strategies for Women and Girls. Contractor will work with the identified target populations in Los Angeles County who are disproportionately impacted by GBV, including teen dating violence, sexual violence, and human trafficking using a culturally and linguistically relevant approach.

Primary responsibilities and/or services to be provided by the Contractor include, but are not limited to, those activities listed in this Statement of Work and Exhibit B, Scope of Work, and may be modified as needed to meet Public Health needs, priorities, and available resources at the discretion and direction of Public Health.

⁵ Flores AR, Stotzer RL, Meyer IH, Langton LL (2022) Hate crimes against LGBT people: National Crime Victimization Survey, 2017-2019. *PLoS ONE* 17(12): e0279363. <https://doi.org/10.1371/journal.pone.0279363>

⁶ California Department of Public Health, Injury and Violence Prevention Branch. (2023, December 15). *EpiCenter: California Injury Data Online*. Retrieved September 2024, from <https://skylab4-dev.cdph.ca.gov/epicenter/>.

⁷ Los Angeles County Human Relations Commission, 2022 Hate Crime Report

3.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

All changes must be made in accordance with Paragraph 6.3 (Alteration of Terms/Amendments) of the Contract.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance using the quality assurance procedures as defined in Paragraph 6.33 of the Contract (The County's Quality Assurance Plan) and under the Contract, using the measures defined in Attachment B, Scope of Work.

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

Specific duties include:

- 5.1.1** Designate a Project Manager to oversee the project and provide programmatic staffing infrastructure to monitor the performance of the delivery of the project.
- 5.1.2** Monitoring Contractor's performance in the daily operation of the Contract and this Statement of Work.
- 5.1.3** Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 5.1.4** Preparing amendments in accordance with Paragraph 6.33 of the Contract (Alteration of Terms/Amendments).
- 5.1.5** Provide direction to Contractor in areas relating to policy, information, and procedural requirements.

CONTRACTOR

5.2 Contractor's Project Manager

- 5.2.1** Contractor must provide at least a part-time Project Manager or designated alternate. Contractor must provide a telephone number where the Project Manager may be reached during Contractor's office hours.
- 5.2.2** Contractor's Project Manager must act as a central point of contact with the County.
- 5.2.3** Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate in English, both orally and in writing.

5.3 Personnel

- 5.3.1** Contractor will assign a sufficient number of staff to perform the required work. At least one employee on site must be authorized to act for Contractor in every detail and must speak and understand English.
- 5.3.2** Contractor is required to background check its employees as set forth in Paragraph 6.16.4 of the Contract (Background and Security Investigations).

5.4 Uniforms/Identification Badges

Contractor must ensure its employees are appropriately identified as set forth in Paragraph 6.16.3 (Contractor's Staff Identification).

5.5 Materials and Equipment

Contractor is responsible for the purchase of all materials/equipment needed to provide the services. Contractor must use materials and equipment that are safe for the environment and safe for use by employees.

5.6 Training

- 5.6.1** Contractor must provide training programs for all new employees and continuing in-service training for all staff.
- 5.6.2** All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.

5.7 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance under the Contract. When the office is closed, an answering service must be provided to receive calls and take messages. Contractor must answer calls received by the answering service within one business day of receipt of the call.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
AGENCY NAME

Gender-Based Violence Prevention Community Services: Economic Empowerment for Women and Girls
 July 1, 2026 – June 30, 2027

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	DOCUMENTATION/ DELIVERABLES
1.	Work Plan	1.1	<p>Contractor will develop a work plan that supports economic empowerment for women and girls to support their full participation in the economy and their ability to experience economic security, which should align with the following goals, but is not limited to:</p> <ul style="list-style-type: none"> a. Provide education, training, skill-building, resources. b. Provide opportunities to promote gender equality. c. Increase access to financial resources and new technologies. d. Increase social protections for women and girls. e. Reduce vulnerability to abuse. f. Build self-assurance and stimulate interest to explore avenues that lead to future economic security. g. Implement strategies for increasing access to safe and protected bank accounts. h. Increase investments and opportunities for small, women owned businesses. i. Provide flexible funds, saving matches and/or interest free loans. j. Create a system for collecting data to inform gender responsive policies. <p>Contractor will develop, identify, and utilize evidence-based, research informed or promising practices in the field of gender-based economic empowerment. The work plan must contain the following elements:</p> <ul style="list-style-type: none"> a. Defined objectives and target audience. 	Submit work plan within 30 days of execution of contract.	1.1 Work plan submitted to the County of Los Angeles Department of Public Health's Office of Violence Prevention (OVP) for review and approval.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
AGENCY NAME

Gender-Based Violence Prevention Community Services: Economic Empowerment for Women and Girls
 July 1, 2026 – June 30, 2027

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<p>b. A timeline of the start/completion dates for each program activity or training curriculum.</p> <p>c. Strategies, partnerships, and resources required for each program strategy and how it supports economic empowerment for women and girls.</p> <p>d. Projected total number of women and girls to be engaged by the end of the contract period. This number must be based on the confirmed ability to reach the target audience through current access, a defined outreach plan, or existing agreements with partner agencies.</p> <p>e. A list of all strategies, training modules, topic areas, learning objectives, retention strategies and projected competency development for target audience. Contractor will confirm permissions to use proprietary educational content.</p> <p>f. Transportation arrangements must prioritize participant safety and may include a range of methods based on participant need and program context. Contractor may allocate funds, as appropriate, to support participant transportation needs, including, but not limited to:</p> <ul style="list-style-type: none"> • A limited portion of participants may require transportation support. • Support may include a mix of public transit passes and limited ride-share use. 		

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
AGENCY NAME

Gender-Based Violence Prevention Community Services: Economic Empowerment for Women and Girls
 July 1, 2026 – June 30, 2027

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	DOCUMENTATION/ DELIVERABLES	
			<ul style="list-style-type: none"> Transportation is provided selectively (e.g., for in-person trainings, cohort sessions, or events). 			
2.	Innovative Economic Empowerment Strategies	2.1	Contractor must develop, identify, and implement strategies that enable women and girl’s economic agency, autonomy, and well-being, which can include, but are not limited to: <ol style="list-style-type: none"> Ensuring women are equipped to participate in the economy fully by providing access to formal bank accounts, loans and/or a savings match program. Investing in women’s and girls’ organizations and businesses. Creating work and career opportunities for women and girls. Collecting data to track progress on women’s and girls’ economic empowerment and using data to inform and implement gender responsive policies and practices. Strengthening the implementation of laws, policies, and practices against gender-based violence in the workplace and in support of workplace protections. Conducting training, education, and skills-building workshops aimed at increasing gender equality, decreasing power imbalances between women and men, and increasing access to new skills, new technologies and information to support financial independence. 	Ongoing through June 30, 2027.	2.1	Any updates to training curriculum/curricula will be documented on monthly reports and updated on work plan.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
AGENCY NAME

Gender-Based Violence Prevention Community Services: Economic Empowerment for Women and Girls
 July 1, 2026 – June 30, 2027

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	g. Practice-based learning through workshops, simulations, mock interviews, public speaking opportunities, and facilitated field trips that allow participants to rehearse skills, receive feedback, and build confidence in a safe and supportive setting.		
	2.2 Skills-building training and programming can include, but is not limited to the following topics: <ul style="list-style-type: none"> a. A foundational introduction to the root causes of violence. This can include social norms and gender roles, the power and control wheel, warning signs of unhealthy/abusive relationships. b. Psycho-educational support group space to explore barriers to independence, building confidence, and promoting feelings of self-worth. c. Financial literacy including, but not limited to, how to develop and stick to a budget and long-term goals; understanding credit scores, credit debt, and barriers to financial stability; the fundamentals of building a business and the importance of a support network; and how to establish a savings account. d. Social-emotional learning, including communication, problem-solving, empathy, emotional regulation, and conflict management. Provide opportunities to practice and reinforce skills. 	Ongoing through June 30, 2027.	2.2 Any skills-building training and programming will be documented on monthly reports and updated on work plan.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK

AGENCY NAME

Gender-Based Violence Prevention Community Services: Economic Empowerment for Women and Girls

July 1, 2026 – June 30, 2027

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<ul style="list-style-type: none"> e. How to use technology, navigate job sites, and increase job readiness. f. Financial knowledge, and leadership skills building. Goal setting and prioritizing for sound decision-making. Workshop practical application of planning, development, and implementation of personal and shared financial goals through roleplay, shared project development and execution. g. Building resourcefulness and strategic thinking skills to support economic independence, including goal mapping, backward planning (e.g., identifying required steps, credentials, and supports needed to reach a desired outcome), adaptive problem-solving, identifying alternative strategies when barriers arise, and navigating systems and supports effectively. 		
	<p>2.3 Partner with OVP and other county and community partners on employment opportunities for vulnerable women and girls as opportunities arise. Activities may include establishing processes to connect survivors to employment resources, linking shelters or Domestic Violence (DV) program sites to employment networks, coordinating with employment networks partners to provide trauma-informed and DV-sensitive training, facilitating referrals, co-hosting employment readiness sessions, and ensuring that workforce partners are equipped to support survivors in a</p>	<p>Ongoing through June 30, 2027.</p>	<p>2.3 All partnership opportunities will be documented on monthly reports and updated on work plan.</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
AGENCY NAME

Gender-Based Violence Prevention Community Services: Economic Empowerment for Women and Girls
 July 1, 2026 – June 30, 2027

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	culturally responsive and trauma-informed manner.		
3. Tracking and Evaluation	3.1 Contractor will maintain consistent and complete records of all training activities. Contractor will conduct pre- and post-surveys for all programs to capture and report efficacy of training material, advances in participant knowledge and skills development, and shifts in attitude. Contractor will establish a system for tracking and reporting the following elements: <u>Administrative Tracking</u> <ol style="list-style-type: none"> a. Sign in sheets for each training and education session. b. Number of students who attended each training and education session. c. Number of parents and educators engaged and methods of engagement. d. Location of each training and education session. e. Demographic information of participants. f. Curriculum/curricula used for each session. g. Specific training and education outcomes for each training cycle that must include, but are not limited to, pre/post-test survey results. <u>Evaluation and Reporting</u> Pre- and post-surveys will be utilized to measure outcomes, impacts, participant satisfaction, and attitude change associated with educational	Submit data plan within 30 days of executed contract. All data will be submitted quarterly to OVP on the following dates: September 30, 2026, December 31, 2026, March 31, 2027, and June 30, 2027.	3.1 Data plan submitted to OVP for review and approval. Data will be submitted quarterly to OVP.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
AGENCY NAME

Gender-Based Violence Prevention Community Services: Economic Empowerment for Women and Girls
 July 1, 2026 – June 30, 2027

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	DOCUMENTATION/ DELIVERABLES
			sessions, using standardized questions provided by OVP. Contractor may also collect additional optional data, including programmatic data and qualitative information.		
		3.2	Create a final implementation report and accompanying presentation summarizing progress made on the action agenda, implementation activities completed, impacts observed, and sustainability strategies. The report will also outline resources and partnerships needed for sustainability.	Final report and slide presentation due within 30 days after June 30, 2027.	3.2 Final report submitted to OVP.
4.	Contract Requirements	4.1	<p>Contractor must submit both monthly invoices (including supporting documentation of expenses) and monthly progress reports to OVP. Contractor must use the OVP monthly invoice template and OVP monthly progress report template.</p> <ul style="list-style-type: none"> a. Invoices and supporting documentation must clearly identify and justify all expenses from the relevant month. b. Submitted invoices will also state amount of prior and remaining unexpended costs. c. Monthly progress reports should outline any changes to staffing, in-kind time donations, summary of work completed by employees, programmatic challenges and accomplishments, success stories, progress towards evaluation and monitoring, and technical assistance needs. 	Monthly	4.1 Monthly reports/invoices submitted no later than the last day of the month subsequent to the reporting month.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
AGENCY NAME

Gender-Based Violence Prevention Community Services: Economic Empowerment for Women and Girls
 July 1, 2026 – June 30, 2027

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	4.2 Contractor and key project staff will participate in an in-person or virtual group orientation meeting with other OVP contractors to discuss project timeline and deliverables, meeting schedule and reports, and communication channels, etc.	Within 30 days of execution of contract.	4.2 Sign-in sheets, agenda, and meeting notes.
	4.3 Contractor will meet with OVP staff monthly or as needed for information exchange and updates related to program implementation and evaluation. During these meetings, Contractor will: <ul style="list-style-type: none"> a. Communicate updates towards goals and objectives. b. Recognize challenges, ask questions, and raise concerns around implementation and evaluation. c. Engage in a transparent, problem-solving approach, with OVP, to address any challenges or delays that arise. 	Monthly and/or as needed	4.3 Notes from check-ins to document updates, challenges, concerns and reflect any action steps, to be included in monthly reports.
	4.4 Contractor to provide information for evaluation and monitoring purposes. <ul style="list-style-type: none"> a. Monthly report and invoices b. Biannual workplan updates c. Quarterly data and evaluation submission d. Final report 	Ongoing through June 30, 2027.	4.4 Regular submission of information for evaluation and monitoring purposes throughout the length of the program.
	4.5 Contractor must submit a final report to OVP including a summary of program outcomes, achievements, and challenges to implementing activities, and any future recommendations. Reports must also address resources needed to sustain economic empowerment for women and girls' strategies and programming.	Final report due within 30 days after June 30, 2027.	4.5 Final report submitted to OVP.

County of Los Angeles - Department of Public Health
Office of Violence Prevention
GENDER-BASED VIOLENCE PREVENTION COMMUNITY SERVICES

AGENCY NAME

Budget Period: July 1, 2026, through June 30, 2027

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	
Employee Benefits	
Operating Expenses	
Program Supplies	
Travel & Mileage	
Staff Training & Self-Care	
Other Costs	
Indirect Costs (Cannot exceed 10% of personnel cost excluding Employee Benefits)	\$ -
Total Program Budget	

EXHIBITS

- D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

COUNTY'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

COUNTY'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

COUNTY'S PROJECT MANAGER:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

COUNTY'S PROJECT MONITOR:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATIONCONTRACTOR'S NAME: Click or tap here to enter text.CONTRACT NO. Click or tap here to enter text.**CONTRACTOR'S PROJECT MANAGER:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**NOTICES TO CONTRACTOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.