



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: June 26, 2024

TIME: 11:30 a.m. – 1:30 p.m.

MEETING CHAIR: Angelica Ayala, 3rd Supervisorial District

CEO MEETING FACILITATOR: Atineh Sepanian

This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024, order.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration

500 West Temple Street

Los Angeles, California 90012

Room 140

To participate in the meeting virtually, please call teleconference number:

1 (323) 776-6996 and enter the following: 403 234 317# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

- I. Call to order
- II. **Information Item(s) (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
 - a. **DPH:** Authorization to Execute Letters of Agreement for Public Health Housing, Food, and Incentive Voucher Services (#07591)

III. **Presentation Item(s):**

- a. **DPH:** Approval to Execute a New Sole Source Contract with The Child Care Alliance of Los Angeles for the Universal Prekindergarten Mixed Delivery Planning Grant Program (#07578)
- b. **DPW/DMH:** Los Angeles General Medical Center Psychiatric Subacute Facility Project Approval of Project, Budget, and Award Design-build Contract

IV. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

V. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda.

VI. Public Comment

VII. Adjournment

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

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Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	6/26/2024	
BOARD MEETING DATE	7/9/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	Authorization to Execute Letters of Agreement for Public Health Housing, Food, and Incentive Voucher Services	
PROGRAM	Bureau of Disease Control	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Begin services on July 1, 2024.	
COST & FUNDING	Total cost: \$1,200,000	<ul style="list-style-type: none"> Funding source: Combination of federal, state, and local funding: California Department of Public Health-TB Control Branch Food, Shelter, Incentive, and Enabler NCC TB Augmentation Funds Measure H Funding Health Resources and Services Administration (HRSA) Ending the HIV Epidemic Funds and HRSA Ryan White Program Part A Funds California Department of Public Health, Sexually Transmitted Disease Branch, Syphilis Outbreak Strategy
	TERMS (if applicable): July 1, 2024 and ongoing.	
	Explanation: Services will be in place as funding permits.	
PURPOSE OF REQUEST	The purpose is to allow Public Health to establish agreements and make payments to temporary housing entities, such as hotels and motels, as well as cover expenses for food services and incentives (e.g., grocery gift cards, restaurant gift cards, transportation passes/incentives). This initiative provides support to individuals experiencing homelessness and in need of housing and services while they complete their treatment and care services and/or their quarantine period if they were exposed to a communicable disease.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Health programs, including the Tuberculosis Control and Prevention Program, Communicable Disease Control and Prevention Division, Community Field Services, and the Division of HIV and STD Programs, require temporary housing and food services vouchers and/or incentives (e.g., grocery gift cards, restaurant gift cards, transportation passes/incentives) for unhoused and vulnerable patients undergoing treatment and/or quarantine for diseases such as HIV, STDs, mpox, COVID-19, and other communicable diseases. These services serve a dual purpose of ensuring individual treatment and promoting public safety by preventing the transmission of infectious diseases and mitigating potential outbreaks.	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The recommended actions support Board Priorities #4: Homelessness and #7: Sustainability by addressing both housing and health insecurities as well as providing a safe environment for infectious disease treatment and services, which will mitigate the risk of disease transmission in Los Angeles County and improve the health of the county.
DEPARTMENTAL CONTACTS	County Counsel: <ul style="list-style-type: none"> • Emily Issa, Eissa@counsel.lacounty.gov Public Health: <ul style="list-style-type: none"> • Joshua Bobrowsky, Director, Government Affairs: jbobrowsky@ph.lacounty.gov • Rita Singhal, Chief Medical Officer and Director, Disease Control Bureau: rsinghal@ph.lacounty.gov



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

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DRAFT

BOARD OF SUPERVISORS

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Fifth District

July 9, 2024

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

Dear Supervisors:

AUTHORIZATION TO EXECUTE LETTERS OF AGREEMENT FOR PUBLIC HEALTH HOUSING, FOOD, AND INCENTIVE VOUCHER SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request delegated authority to execute Letters of Agreement with housing and food incentive vendors to deliver the Public Health Housing and Food Vendor Program in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Public Health (Public Health), or designee, to execute Letters of Agreement (LOA), substantially similar to Exhibits I and II, with housing, food, and incentive vendors, based on negotiated rates, subject to review and approval by County Counsel.
2. Delegate authority to the Director of Public Health, or designee, to amend the LOAs and/or standards for housing and food voucher services to increase the negotiated rate for each vendor up to 25 percent annually, and to correct any deficiencies, errors, and omissions in LOA terms and conditions, as needed, 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 immediately suspend or terminate any LOA upon issuing a written notice to vendors who fail to fully comply with program requirements and terminate LOAs for convenience by providing a 30-calendar day advance written notice to vendors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Health Tuberculosis (TB) Control Program (TBCP) administers an existing TB Control Housing and Food Voucher Services Vendor Program offered to Los Angeles County (LAC) residents during the evaluation and treatment for active TB disease or latent TB infection and who are experiencing homelessness, are high-risk, or are hard to treat. Through this program, patients are provided vouchers for temporary housing, food, and transportation that can be redeemed with participating vendors. The program is a proven treatment adherence strategy for sustaining high treatment completion rates among TB patients and promotes health equity for patients receiving the services. Health outcomes are significantly better for patients accepting services compared to patients not accepting services. The mortality rate among TB patients experiencing homelessness who decline program services is nearly 32 percent, compared to two percent among TB patients accepting services.

In addition to TBCP, other Public Health Programs, including the Communicable Disease Control and Prevention Division, Community Field Services, and the Division of HIV and STD Programs will provide temporary housing and food services vouchers and/or incentives (e.g., grocery gift cards, restaurant gift cards, transportation tokens/incentives) for unhoused and vulnerable patients undergoing treatment and/or quarantine for diseases such as HIV, syphilis, mpox, COVID-19, and other communicable diseases. These services serve a dual purpose of 1) ensuring individual treatment and; 2) promoting public safety by preventing the transmission of infectious diseases and mitigating potential outbreaks.

To help inform the rate development process, Public Health collaborated with the Los Angeles Homeless Services Authority (LAHSA) to review the average expenses associated with their current temporary housing program and conducted an assessment of various hotels and motels participating in the LAHSA program across all Service Planning Areas (SPA) in LAC. The current rates of those housing vendors which are part of the LAHSA program range from \$66 to \$175 per night. Based on this rate review process and the likely increased demand for hotel, motel, and short-term rental stays, Public Health proposes a housing rate for hotels, motels, and/or other short-term housing facilities for up to \$175 per night. Public Health also estimates needing 10,000 nights to temporarily house approximately 375 clients each year.

Food vouchers and program compliance incentives (e.g., grocery gift cards, restaurant gift cards, transportation passes) are anticipated to total up to \$45 per day based on historical and current costs. Approximately 1,200 clients annually may benefit from these vouchers and incentives including individuals housed in hotels, motels, or other short-term rentals as well as through other housing arrangements (e.g., clients under isolation or quarantine orders in their homes).

Approval of Recommendation 1 will allow Public Health to establish agreements and make payments to entities providing temporary housing services (e.g., hotels, motels, or other

short-term rentals), as well as cover expenses for food services and incentives for treatment or program compliance (e.g., grocery gift cards, restaurant gift cards, transportation passes/incentives). This initiative provides support to individuals experiencing homelessness and who need housing and other services while they complete their treatment and care services and/or their quarantine period if they were exposed to a communicable disease.

Approval of Recommendation 2 will allow Public Health to adapt funding levels in response to changes in market value of housing, food services, and incentives, as well as accommodate evolving demand for program services. Additionally, approval of this recommendation will enable Public Health to evolve the program according to emerging needs and ensure alignment with Board policies and priorities. It will also facilitate the timely update of LOAs and the correction of any deficiencies, errors, or omissions in the terms and conditions, as needed.

Approval of Recommendation 3 will allow Public Health to immediately suspend or terminate LOAs with vendors who fail to perform and/or fully comply with program or County requirements, and to terminate LOAs for convenience by providing 30 calendar days' advance written notice to vendors.

Implementation of Strategic Plan Goals

The recommended actions support North Star 1, Make Investments that Transform Lives; and North Star 2, Foster Vibrant and Resilient Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for these services is estimated at \$1,200,000 for the first year, funded by the following revenue streams: California Department of Public Health-TB Control Branch (CDPH-TBCB) Food, Shelter, Incentive, and Enabler (FSIE), County TB Augmentation funds, Measure H funds, Health Resources and Services Administration (HRSA) Ending the HIV Epidemic funds, HRSA Ryan White Program Part A funds, and California State Department of Public Health, Sexually Transmitted Disease (STD) Branch, Syphilis Outbreak Strategy funds. As funding and funding sources become available, Public Health will expand its services as needed.

Funding for these agreements is included in Public Health's Final Adopted Budget for fiscal year (FY) 2023-24 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Use of incentives and enablers is patient-centered strategy that can improve adherence to treatment and health outcomes for communicable diseases. With Board approval, the TBCP has used this strategy to provide temporary housing, transportation, and food

support to unhoused, high-risk, and hard-to-treat patients to enable them to complete TB treatment. Public Health proposes to build and expand this program to meet the needs of individuals with other communicable disease such as HIV, STDs, mpox, and COVID-19.

Since November 25, 1992, the Board has consistently approved funding to support TB alternative care programs and incentives. The initial annual investment was \$500,000 and these funds were primarily utilized for housing and food voucher services in the downtown Skid Row area, as well as patient incentives like food, grocery, and transportation coupons, along with residential care services at the Antelope Valley Rehabilitation Center.

On September 7, 1993, the Board expanded the delivery of housing and food voucher services for homeless TB patients countywide, establishing reimbursement rates at \$3 per meal and \$16.00 per day for housing.

Beginning in fiscal year 1996-97, the CDPH-TBCB launched the FSIE program to award funding to local health jurisdictions each fiscal year to support lodging, meals, grocery and food store coupons, and transportation services for persons with TB and in need of treatment and support. Public Health's TBCP continues to receive FSIE funding each fiscal year.

On June 19, 2001, payment rates for food and housing voucher services were increased to \$12.00 per day and \$30.00 per day, respectively, to align with current market costs. Reimbursement rates for food and housing voucher services were increased again on March 12, 2019, to \$18.00 per day and \$55.00 per day respectively.

On April 7, 2020, your Board approved the acceptance of CDPH-TBCP funds to continue TB prevention and control services through June 30, 2024, supporting lodging, meals, food, and grocery store coupons, and transportation tokens for hard-to-treat and indigent TB patients. In addition, on February 6, 2024, your Board approved acceptance of one-time Measure H funds to support increased costs of providing housing, food, and transportation services for persons with TB patients, as well as the proposed expansion of these services to address other communicable diseases.

County Counsel has approved Exhibits I and II as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommended actions will allow Public Health to reimburse vendors for housing and food vouchers, and incentives; retain existing and recruit new vendors, especially in underserved SPAs; and sustain the delivery of housing and food voucher services to high-risk or hard-to-treat populations throughout LAC.

Respectfully submitted,

The Honorable Board of Supervisors
July 9, 2024
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Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

BF:kg
#07591

Enclosures

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



LETTER OF AGREEMENT TO PARTICIPATE IN THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH INCENTIVE & ENABLER PROJECT: HOUSING VOUCHER SERVICE VENDOR



Between the County of Los Angeles Department of Public Health ("Public Health") and <Name of Housing Voucher Service Vendor> ("Vendor")

Table with 4 columns: Facility/Site Name, Facility/Site Address, Facility/Site Telephone Number, Federal Tax ID Number, Authorized Agent's Name, Authorized Agent's Address, Authorized Agent's Telephone Number, Authorized Agent's Relationship to Owner.

I, _____, warrant and certify that I am the owner, authorized general manager, or authorized agent of the above listed housing facility, and I have received and agree to Attachment I, Department of Public Health Standards for Housing Voucher Service Vendors (herein referred to as Standards).

I agree to the fee-for-service reimbursement rate of \$_____ per night for the duration of this Letter of Agreement (LOA).

I understand and agree that this LOA will be suspended or terminated if any of the following occur:

- 1. A Voucher Recipient is placed in a room or rooms that Public Health has found to be in violation of the Standards.
2. A Voucher Recipient is intentionally harassed, harmed, punished, or discriminated against by Vendor, its management, or staff because the Voucher Recipient has complained about the conditions in the facility.
3. Vendor, its management, or staff refuses, without good reason, to move a Voucher Recipient to another room, at the reasonable request of the Voucher Recipient, or by request of Public Health, because the room does not meet the Standards.
4. Vendor violates the Standards or fails to correct violations cited by Public Health.
5. Vendor did not provide the agreed upon housing to the Recipient named on the Voucher or knowingly or negligently furnished a room to someone other than the Recipient named on the Voucher, with intent to submit the Voucher to the County of Los Angeles for reimbursement.

I understand and agree that I must maintain the confidentiality of all records and information regarding the Voucher Recipient, in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality.

I understand and agree that Public Health will not pay for any room(s) that does not meet the Standards.

I understand and agree that I must maintain sufficient insurance coverage to protect myself against any liabilities arising from this LOA.

I agree to give a 30-day prior written notice to Public Health if I decide to no longer participate as a Vendor in the Incentive and Enabler Project.

Authorized Agent's Signature Title Date

Barbara Ferrer, Ph.D., M.P.H., M.Ed. Director Title Date



**LETTER OF AGREEMENT TO PARTICIPATE IN THE
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
INCENTIVE & ENABLER PROJECT: HOUSING VOUCHER SERVICE VENDOR**



Public Health will not pay Housing Voucher Service Vendor for any room(s) that does not meet the Standards attached as Attachment I. Furthermore, violations of any of the Standards may lead to the suspension or termination of this LOA.

I. STANDARDS FOR HOUSING VOUCHER SERVICE VENDORS

- A. To maintain eligibility for continued delivery of housing voucher services, Vendor must:
1. Ensure that all employees are properly trained for their job, including the performance of all requirements in Attachment I.
 2. Comply with the terms and conditions set forth in this Attachment I. Vendor understands that failure to follow any of the below conditions may result in denial of payment or suspension or termination of the Letter of Agreement (LOA).
 3. Permit properly identified representatives of the Department of Public Health (Public Health) to:
 - a. Inspect copies of Invoices and Vouchers already submitted for payment or in the hands of the Vendor and not yet submitted for payment.
 - b. Review and inspect any and all operations maintained in connection with the provision of housing services under the Incentive and Enabler Project.

II. STANDARDS FOR VOUCHER RECIPIENT OCCUPANCY

- A. Vendor will provide to Voucher Recipient(s) only those rooms that meet the following conditions:
1. No infestation of insects or rodents.
 2. No gross structural damage or general dilapidation.
 3. Adequate, operational plumbing facilities including provision of at least the minimum number of operational toilets and bathing facilities required by law.
 4. Hot and cold water, gas, or electricity, except for emergency disruptions of service beyond the control of the management which last for one day or less.
 5. Clean and sanitary rooms and public areas, including, but not limited to, kitchens, toilets, bathtubs, shower stalls, and hallways.
 6. No large accumulations of rubbish, debris, or trash upon the premises.
 7. Adequate heating, which is defined as 70 F to 80 F measured three feet above the floor, 24 hours a day if centrally controlled, or capable of providing 70 F to each room, if the occupant wanted heat, 24 hours a day, if individually controlled. This heating standard is applicable October 1 – May 30 of each year.
- B. Rooms and public areas must be in compliance with applicable Health and Fire Codes. No Voucher Recipient will be placed in or continue to occupy a room(s) not meeting, or affected by the failure to



meet, the following standards:

1. Lighting in all rooms, hallways, and public areas is adequate to provide clear visibility throughout all such rooms, hallways, and public areas.
2. In rooms with private bathrooms, all wash basins, toilets, bathtubs, and shower stalls will be operable, reasonably clean, and sanitary.
3. Each private room will have a door lock operable from inside and outside the room and a key; each window in the room will be unbroken; and all moveable windows must be able to be opened and to be secured.
4. Occupants must have the only key to their rooms except for the master key(s) or one set of authorized duplicate keys kept in the custody of management; if multiple or unauthorized duplicate keys are found to exist, the lock must be re-keyed.
5. All communal bathrooms will have toilet stalls and bathing facilities that can be locked from the inside, or such bathrooms must be able to be locked from the inside.
6. On arrival, each Voucher Recipient will receive freshly laundered and untornd bed linen, a pillow, a freshly laundered towel, toilet tissue, and soap, and will be provided additional supplies of these materials upon reasonable demand.
7. All flooring must be maintained in a safe condition free from cracks, holes, ruptures, or other potential dangers.
8. Each room must contain a bed, with a mattress and pillows that are dry, clean, and untornd and a place in which to store clothing, all in good repair.
9. Each room will contain a mattress and pillows which are dry, clean, and untornd.

C. Vendor must provide and/or ensure the following, unless otherwise instructed by Public Health:

1. Furniture must be kept clean and in good repair.
2. Weekly cleaning services, or more often as needed, must be provided for each room/sleeping area and for all hallways and public areas.
3. Mattresses and pillows must be checked to ensure that they are dry at the time that cleaning service is provided and if not dry, the Voucher Recipient must be given access to a dry mattress and/or pillow(s).
4. Bedding must be replaced at least once per week with freshly laundered, untornd linens. The linens must include at least two sheets and a pillowcase. Blankets will be supplied, as necessary, depending upon the weather and the heating available in each room/sleeping area.
5. Freshly laundered towels must be provided at least twice a week.
6. All windows must be equipped with shades, curtains, drapes, and/or screens on the first three floors of multi-story buildings. Bathroom windows must have frosted glass or other privacy protection.



- D. Vendor must be in compliance with the Public Health Code, the State Housing Law, all applicable building and safety codes and Los Angeles County (and/or City) public health ordinances and regulations.
- E. Vendor must be in compliance with all applicable laws regarding nondiscrimination. Vendor must not refuse services to any Voucher Recipient without good cause. Good cause is defined as:
1. Drunk or disorderly conduct.
 2. Behavior that could cause injury to self, other persons or property.
 3. Conduct that infringes upon the rights of others.
 4. Submission of altered and/or fraudulent Vouchers.
 5. Voucher Recipients who have a history of misconduct as defined above.

III. BUILDING, SAFETY, AND FIRE STANDARDS

Vendor must ensure the building and rooms therein do not constitute dangerous conditions. Conditions that constitute a danger or which make the premises unhealthy for human habitation and which fall into the areas inspected by the Building and Safety Department or the Fire Department include, but are not limited to, the following:

A. BUILDING AND SAFETY

1. Inadequate weatherproofing for ceilings and walls if habitability is immediately affected thereby.
2. Broken windows or the presence of broken glass within sleeping rooms or in public areas.
3. Cracks or holes in interior walls of one inch in diameter or greater.
4. Plumbing facilities that are malfunctioning in such a way as to threaten health of occupants.
5. Any other condition designated by the enforcing agency as dangerous or unhealthy for human habitation.

B. FIRE

1. Inoperable or absent fire escapes.
2. Inoperable or absent fire extinguishers.
3. Inoperable or absent fire hoses.
4. Lack of either a functioning fire alarm system or a system of smoke detectors, at least 80% of which are operational.
5. Where automatic door closers are utilized on stairwell doors, such door closers must be operational.



6. Any other conditions designated by the enforcing agency as dangerous or unhealthy for human habitation.
7. Inoperable or absent carbon monoxide devices.

C. SECURITY

1. Vendor must supply necessary and reasonable security and supervision within the facility to maintain occupant safety and prevent vandalism, which will include 24 hours a day on-premises manager(s) in facilities of over 16 units, house rules which are enforced, and supervised access into the facility.

IV. STANDARDS FOR PROCESSING VOUCHERS AND INVOICES

A. **Before providing housing services**, Vendor must verify each Voucher that was issued to a Client by Public Health, as follows:

1. Vendor Information: Examine the Vendor information section on each Voucher to ensure Vendor's facility/business has been authorized to deliver services to the Client.
2. Public Health Signature and Date: Examine each Voucher to ensure that Public Health has signed and dated the Voucher to certify the use of the Voucher by the Client.
3. Voucher Recipient Verification: Verify that the bearer of each Voucher is the client to whom the authorization was issued by Public Health and that the Client has signed each Voucher to acknowledge their understanding and acceptance of the rights reserved by Public Health and the Vendor. Verification may be through checking I.D., signature comparison, or attestation by Public Health.
4. Service Delivery Period: Examine each Voucher to ensure that Public Health has entered a Service Delivery Period with a Start Date and an End Date that end within the same month.
5. Quality of Voucher: Examine each Voucher to ensure there have been no alterations to the name of the person who issued the Voucher, Voucher Recipient Name, or to the Service Delivery Period. Vendor has the obligation to refuse to accept an irregular Voucher, since Public Health will not pay for services provided under altered or fraudulent Vouchers. Clients must be advised to return to Public Health in case of any irregularity.

B. **After validating a Voucher** issued to a Client by Public Health, Vendor must do the following:

1. Housing Services: Provide housing services only to the Client bearing the Voucher. Only deliver services for the Service Delivery period stated on the Voucher.
2. Voucher Recipient and Vendor Signature: On the Voucher, enter each date for which housing services were provided to the Voucher Recipient. Have the Client acknowledge services received by signing the Voucher for each date they received the housing services.



3. Verify Voucher Recipient: Verify the Voucher Recipient's signature on the Voucher. Ensure that the signature that acknowledges understanding and acceptance of the rights reserved by Public Health and the Vendor matches all signatures where the Voucher Recipient acknowledged receipt of services on the Voucher. Verification may be through checking I.D., signature comparison, or attestation by Public Health.

C. To ensure that all Vouchers are properly managed and certified, Vendor must:

1. Only accept Vouchers for the Vendor and site named on the Voucher. Vendor must not transfer a Voucher from one Client to another, from one vendor to another, or from one site to another owned by the same vendor.
2. Exchange Vouchers intended for the provision of a room. Vendor must not exchange any Voucher, or a portion of a Voucher, for cash or other remuneration.
3. Not allow anyone other than Vendor or their designee to sign as the Vendor's representative on the Voucher.
4. Certify each Voucher at the end of the Service Delivery Period, to acknowledge the dates on which housing services were provided to the authorized Voucher Recipient. Vendor, or Vendor's representative, must provide their name, signature, and date to certify the Voucher.

D. To ensure that all Invoices are properly certified and submitted, Vendor must:

1. Not permit anyone other than the actual provider of housing services to submit Invoices to or receive payments from Public Health.
2. Claim for services delivered within a single month only.
3. Include each of the original, certified Vouchers for all housing services delivered during the month for which reimbursement is being claimed.
4. Indicate on the Invoice, the month during which housing services were delivered (service month), and the total count of certified Client signatures from each of the Vouchers included in a monthly Invoice. This count is the total number of nights delivered during the service month.
5. Submit Invoices monthly in arrears of delivery of housing services, and within five (5) business days of the start of month following the month for which services are being claimed.



**LETTER OF AGREEMENT TO PARTICIPATE IN THE
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
INCENTIVE & ENABLER PROJECT: FOOD VOUCHER SERVICE VENDOR**



**Between the County of Los Angeles Department of Public Health (“Public Health”) and
<Name of Food Voucher Service Vendor> (“Vendor”)**

Facility/Site Name		Authorized Agent’s Name	
Facility/Site Address		Authorized Agent’s Address	
Facility/Site Telephone Number		Authorized Agent’s Telephone Number	
Federal Tax ID Number		Authorized Agent’s Relationship to Owner	

I, _____, warrant and certify that I am the owner, authorized general manager, or agent of the above listed food service facility and I have received and agree to Attachment I, Department of Public Health **Standards for Food Voucher Service Vendors** (herein referred to as Standards). I agree to the terms of this Letter of Agreement (LOA) to provide food services under the Food Voucher Program.

I agree to the daily reimbursement rate of \$_____, based on ____ number of meals per day, and the fee-for-service reimbursement rate of \$____ **per meal with beverage**. These rates will remain in effect for the duration of this LOA.

I understand and agree that this LOA will be suspended or terminated if any of the following occur:

1. Food services as set forth herein are not implemented in accordance with established County and Public Health policies or Attachment I, Standards.
2. A Food Voucher (Voucher) Recipient is intentionally harassed, harmed, punished, or discriminated against by Vendor, its management, or staff because the Voucher Recipient has complained about the food service.
3. Meals provided do not comply with the minimal portion sizes and nutritional standards for meal preparation as specified in the Standards listed in Attachment I.
4. Vendor violates the Standards or fails to correct violations cited by Public Health.
5. Vendor does not provide a meal to the Recipient named on the Voucher or negligently and knowingly provides a meal to someone other than the Recipient named on the Voucher, with intent to submit the food Voucher to the County of Los Angeles for reimbursement.

I understand and agree that I must maintain the confidentiality of all records and information regarding the Voucher Recipient, in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality.

I understand and agree that Public Health will not pay for any meal(s) that do not meet the Standards.

I understand and agree that I must maintain sufficient insurance coverage to protect myself against any liabilities arising from this LOA.

I agree to give a 30-day prior written notice to Public Health if I decide to no longer participate in the Incentive and Enabler Project.

_____	_____	_____
Authorized Agent’s Signature	Title	Date
_____	Director	_____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.	Title	Date



LETTER OF AGREEMENT TO PARTICIPATE IN THE
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
INCENTIVE & ENABLER PROJECT: FOOD VOUCHER SERVICE VENDOR



Public Health will not pay Food Voucher Service Vendor for services if they are in violation of any of the following Standards. Furthermore, violations of any of the Standards may lead to the suspension or termination of this LOA.

I. STANDARDS FOR FOOD VOUCHER SERVICE VENDORS

A. Vendor must:

1. Ensure that all food employees have adequate knowledge of, and will be properly trained in, food safety as it relates to their assigned duties. All food employees will have the required training and certification for the position they hold.
2. Comply with the terms and conditions set forth in this Attachment I. Vendor understands that failure to follow any of the below conditions may result in denial of payment or suspension or termination of the Letter of Agreement (LOA).
3. Permit properly identified representatives of the Department of Public Health (Public Health) to:
 - a. Inspect copies of invoices and Vouchers already submitted for payment or in the hands of the Vendor and not yet submitted for payment.
 - b. Permit properly identified Public Health representatives to review and inspect any and all operations maintained in connection with the provision of food services under the Incentive and Enabler Project.

II. STANDARDS FOR VOUCHER RECIPIENT MEALS

- A. Vendor will participate in the County of Los Angeles Department of Public Environmental Health Division Retail Food Inspection Program and:
 1. Obtain and maintain a County of Los Angeles Public Health Permit
 2. Participate in annual inspections.
- B. If Vendor is defined as a “covered establishment” by the Food and Drug Administration (FDA) under Section 403(q)(5)(H) of the Federal Food, Drug, and Cosmetic Act, it must comply with the Act’s menu labeling provisions, which requires nutrition labeling of standard menu items in restaurants and similar food retail establishments.
- C. Vendor must provide meals from its standard menu, which consists of, at a minimum, a main dish, a side dish, and a drink that meets the *2020-2025 Dietary Guidelines for Americans*. Menu items should include healthy options such as protein, vegetables, fruits, and grains, and should limit saturated fats and trans fats, added sugars, and sodium.
- D. Vendor will abide by and avoid violations of the most recent requirements of the California Health and Safety Code, Division 104, Part 7, California Retail Food Code. Vendor will not be paid for food services provided and the LOA may be terminated if Public Health has found any of the following conditions while the Vendor is providing services under the Incentive and Enablers Program:



1. Improper holding temperatures
 2. Improper cooling temperatures
 3. Inadequate cooking
 4. Poor personal hygiene of food employees
 5. Contaminated equipment
 6. Food obtained from unapproved sources
 7. Lack of water or hot water
 8. Improper disposal of liquid waste
 9. Vermin infestation.
- E. Vendor will immediately notify Public Health of any violation that results in the suspension or termination of the Public Health Permit or when an inspection results in a Notice of Closure. If the Permit is suspended or terminated, Vendor will immediately cease providing food to Incentives and Enablers Voucher Recipients.
- F. Vendor must be in compliance with all applicable laws regarding nondiscrimination. Vendor must not refuse services to any Voucher Recipient without good cause. Good cause is defined as:
1. Drunk or disorderly conduct.
 2. Behavior that could cause injury to self, other persons, or property.
 3. Conduct that infringes upon the rights of others.
 4. Submission or altered and/or fraudulent Vouchers.
 5. Voucher Recipients who have a history of misconduct as defined above.

III. STANDARDS FOR PROVISION OF FOOD SERVICES

- A. **Before providing food services**, Vendor must verify each Voucher issued to a Voucher Recipient by Public Health as follows:
1. Vendor Information: Examine the Vendor information section on each Voucher to ensure Vendor's facility/business has been authorized to deliver services to the Voucher Recipient.
 2. Public Health Signature and Date: Examine each Voucher to ensure that Public Health has signed and dated the Voucher to certify the use of the Voucher by the Voucher Recipient.
 3. Voucher Recipient Verification: Verify that the bearer of each Voucher is the Voucher Recipient to whom the authorization was issued by Public Health, and that the Voucher Recipient has signed each Voucher to acknowledge their understanding and acceptance of the rights reserved by Public Health and the Vendor. Verification may be through checking I.D., signature comparison, or attestation by Public Health.



4. Service Delivery Period: Examine each Voucher to ensure that Public Health has entered a Service Delivery Period with a Start Date and an End Date that end within the same month.
 5. Quality of Voucher: Examine each Voucher to ensure there have been no alterations to the name of the person who issued the Voucher, Voucher Recipient Name, or to the Service Delivery Period. Vendor has the obligation to refuse to accept an irregular Voucher, since Public Health will not pay for services provided under altered or fraudulent Vouchers. Voucher Recipients must be advised to return to Public Health in case of any irregularity.
- B. After validating a Voucher** issued to a Voucher Recipient by Public Health, Vendor must do the following:
1. Food Delivery: Deliver food services only to the Voucher Recipient bearing the Voucher. Only deliver services for the Service Delivery Period stated on the Voucher.
 2. Voucher Recipient and Vendor Signature: On the Voucher, enter each date for which food services were provided to the Voucher Recipient. Have the Voucher Recipient acknowledge meals received by signing the Voucher for each meal received on the date that food services were provided.
 3. Verify Voucher Recipient: Verify the Voucher Recipient's signatures on the Voucher. Ensure that the signature that acknowledges understanding and acceptance of the rights reserved by Public Health and the Vendor matches all signatures where the Voucher Recipient acknowledged receipt of food services on the Voucher. Verification may be through checking I.D., signature comparison, or attestation by Public Health.

IV. STANDARDS FOR PROCESSING VOUCHERS AND INVOICES

- A. To ensure all Vouchers are properly managed and certified**, Vendor must:
1. Only accept Vouchers for the person and facility named on the Voucher. Vendor must not transfer a Voucher from one Voucher Recipient to another, from one vendor to another, or from one facility to another owned by the same vendor.
 2. Not exchange a Voucher, or a portion of a Voucher, for cash or other remuneration. Vouchers must only be exchanged for food services.
 3. Not allow anyone other than the Vendor or their designee to sign as the Vendor's representative on the Voucher.
 4. Certify each Voucher at the end of the Service Delivery Period, to acknowledge the dates on which food services which were provided to the authorized Voucher Recipient. Vendor, or Vendor's representative, will provide their name, signature, and date to certify the Voucher.
- B. To ensure that all Invoices are properly certified and submitted**, Vendor must:
1. Not permit anyone other than the actual provider of food services to submit Invoices to or



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
INCENTIVE & ENABLER PROJECT:
STANDARDS FOR FOOD VOUCHER SERVICE VENDORS



receive payments from Public Health.

2. Claim for services delivered within a single month only.
3. Include each of the original, certified Vouchers for all food services delivered during the month for which reimbursement is being claimed.
4. Indicate on the Invoice, the month during which food services were delivered (service month), and the total count of certified Voucher Recipient signatures from each of the Vouchers included in monthly invoice. This count is the total number of meals delivered during the service month.
5. Submit invoices monthly in arrears of delivery of food services, and within five (5) business days of the start of month following the month for which services are being claimed.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	6/26/2024	
BOARD MEETING DATE	7/9/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	Approval to Execute a new Sole Source Contract with the Child Care Alliance of Los Angeles for the Universal PreKindergarten Mixed Delivery Planning Grant Program, effective upon date of execution through June 30, 2026.	
PROGRAM	Universal PreKindergarten Mixed Delivery Planning Grant Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why Public Health accepted funding from California Department of Education (CDE) Grant Award Number 22-25639-26190-0, for the Universal PreKindergarten Mixed Delivery Planning Grant (UPKMDPG) program. The grant requires an agreement with resource and referral (R&R) agencies in the county and the local planning council (LPC). The County of Los Angeles is designated as the LPC by CDE, and Child Care Alliance of Los Angeles (CCALA) will lead the R&R agencies. Every R&R agency in Los Angeles County is a member of CCALA. CCALA was established to serve as an anchor association of R&R agencies and is set up to distribute funds to the R&Rs. Through the new contract with CCALA, the R&Rs will increase parent's knowledge about early education choices and strengthen partnerships between local education agencies and the early care and education mixed delivery system. Contracting with CCALA will enable Public Health to meet the CDE UPKMDG requirement.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$2,396,642.00	Funding source: CDE
	TERMS (if applicable): Effective upon date of execution through June 30, 2026.	
	Explanation:	
PURPOSE OF REQUEST	To execute a new sole source contract with CCALA for UPKMDPG program as required by CDE's grant	
BACKGROUND (include internal/external issues that may exist including any related motions)	In 2022, the California UPKMDPG program was established via California statute with the goal of expanding access universally to preschool programs for three- and four-year-old children across the state through an early care and education mixed-delivery system.	

	<p>On September 12, 2023, Public Health accepted funding from CDE Grant Award Number 22-25639-26190-0, for the UPKMDPG Program which requires an agreement with R&R agencies in the county and the LPC.</p> <p>The focus of UPKMDPG program is to strengthen partnerships and lead a community-level engagement process to coordinate and develop an efficient and effective preschool mixed-delivery system in LAC.</p> <p>As required under Board Policy 5.100, Public Health notified your Board on April 17, 2024, of its intent to negotiate a sole source contract with CCALA.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how: California made a historic investment of \$490 million to support the construction and renovation of state preschool, transitional kindergarten, and kindergarten facilities, culminating in \$2.7 billion in ongoing funds starting 2025-26 for universal Pre-K for all four-year-olds. This investment will level the achievement and educational playing field for over 400,000 children, who would typically only enroll in California's public kindergarten classrooms. The Universal PreKindergarten Mixed Delivery Planning Grant Program will be implemented with an equity lens by expanding the preschool programs to be universally accessible to all 3- and 4-year-old children across the State in most need of free early education services.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>Board Priority #8 Anti-Racism</p> <p>Anti-Racism, Diversity, and Inclusion Initiative (ARDI): The mission of the OAECE aligns with County ARDI goals, especially Strategic Goal No. 3: increase Stable Full-Time Employment Among Individual Adults with Incomes at or Above 250% FPL. Child care is identified as a contributing outcome in the ARDI Strategic Plan.</p> <p>Poverty Alleviation Initiative (PAI): Also, ECE is elevated as a critical issue in the Board's PAI. This Board priority has a focus on supporting ECE systems and workforce.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>Debra Colman, Director, OACEC, (323) 346-8830, dcolman@ph.lacounty.gov</p> <p>Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov</p> <p>Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 974-1751 CKirkwood@counsel.lacounty.gov</p>



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Director

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County Health Officer

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DRAFT

BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

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Third District

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Kathryn Barger
Fifth District

July 9, 2024

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

Dear Supervisors:

APPROVAL TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH THE CHILD CARE ALLIANCE OF LOS ANGELES FOR THE UNIVERSAL PREKINDERGARTEN MIXED DELIVERY PLANNING GRANT PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute a new sole source contract with the Child Care Alliance of Los Angeles for the Universal PreKindergarten Mixed Delivery Planning Grant Program, effective upon date of execution through June 30, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a new sole source contract, substantially similar to Exhibit I, with the Child Care Alliance of Los Angeles (CCALA) for the Universal PreKindergarten Mixed Delivery Planning Grant (UPKMDPG) program, effective upon date of execution through June 30, 2026, at a total maximum obligation not to exceed \$2,396,642, consisting of \$970,492 for the period of July 1, 2024 through June 30, 2025, and \$1,426,150 for the period of July 1, 2025

through June 30, 2026; 100 percent funded by the California Department of Education (CDE).

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contract that: a) extend the term through June 30, 2028, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; b) allow for a no-cost adjustment to the term through December 31, 2028; c) allow the rollover of unspent contract funds, if allowable by the grantor; and d) allow to reallocate funds between budgets up to 100 percent of the terms annual base maximum obligation; e) provide an increase or decrease in funding up to 100 percent above or below the annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable funding period; f) update the statement of work, and/or scope of work, as necessary; and, g) correct errors in the contract's terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend the contract upon issuing a written notice to the contractor who fails to perform and/or fully comply with contractual requirements; to terminate the contract for convenience by providing a 30-calendar day advance written notice to the contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Recommendation 1 will allow Public Health to execute a new sole source contract with CCALA to provide UPKMDPG program services for Los Angeles County (LAC) residents by expanding the preschool programs to be universally accessible to all three- and four-year-old children across the state through a mixed delivery system as mandated in California Education Code Section 8320.

CCALA was established to serve as an anchor association of resource and referral (R&R) agencies and is set up to distribute funds to the R&Rs. Through the new contract with CCALA, the R&Rs will increase parents' knowledge about early education choices and strengthen partnerships between local education agencies and the early care and education mixed delivery system. Contracting with CCALA will enable Public Health to meet the CDE UPKMDG requirement.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contract to extend and/or adjust the term; rollover unspent funds; reallocate funds between

budgets; increase or decrease funding up to 100 percent above or below the annual base maximum obligation, and update the statement of work and/or scope of work; and/or correct errors in the contract's terms and conditions, as necessary. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Public Health anticipates receiving additional funds for UPKMDG at an estimated amount of \$3,325,435 for the period of July 1, 2024, through June 30, 2026, from CDE.

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

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate the contract with contractor who fails to perform and/or to fully comply with contractual requirements, and to terminate contract for convenience by providing a 30-calendar day advance written notice to the Contractor.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support vulnerable populations under North Star 1: Make Investments that Transform Lives of the County Strategic Plan by addressing conditions which drive interactions with the County's child welfare, homeless rehousing, carceral, law enforcement and justice systems.

FISCAL IMPACT/FINANCING

The total contract maximum obligation of \$2,396,642, for the period July 1, 2024, through June 30, 2026, is 100 percent funded by CDE for UPKMDPG.

There is no net County cost associated with this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2022, the California UPKMDPG program was established via California statute with the goal of expanding access universally to preschool programs for three- and four-year-old children across the state through an early care and education mixed-delivery system.

On September 12, 2023, Public Health accepted funding from CDE Grant Award Number 22-25639-26190-0, for the UPKMDPG Program. The grant requires an agreement with

The Honorable Board of Supervisors

July 9, 2024

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R&R agencies in the county and the local planning council (LPC). The County of Los Angeles is designated as the LPC by CDE, and CCALA will lead the R&R agencies. Every R&R agency in LAC is a member of CCALA.

The focus of UPKMDPG program is to strengthen partnerships and lead a community-level engagement process to coordinate and develop an efficient and effective preschool mixed-delivery system in LAC.

As required under Board Policy 5.100, Public Health notified your Board on April 17, 2024, of its intent to negotiate a sole source contract with CCALA.

As required under Board Policy 5.120, your Board was notified on May 13, 2024, of Public Health's request to increase or decrease funding up to 100 percent above or below the annual base maximum obligation. A ten percent delegated authority will not allow flexibility needed in that Public Health expects to receive 100 percent increase in funding from CDE. This higher delegated authority would allow Public Health to expand its UPKMDPG services and outreach at a pace that aligns with the timeline and restrictions imposed by the funding source.

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is the Sole Source Checklist signed by the CEO.

CONTRACTING PROCESS

Public Health is recommending this sole source contract with CCALA based on past efforts as the collaborative hub of LAC R&Rs. CCALA plays a similar role in synchronizing efforts and aligning best practices to integrate Universal PreKindergarten into the R&R system. CCALA coordinates the overarching strategy with Public Health's Office for the Advancement of Early Care and Education to develop consistent materials across the R&R system, and partners with the R&Rs to deliver UPKMDPG services at the local level.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to partner with CCALA to implement UPKMDPG Program and meet the grant requirements.

Respectfully submitted,

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

The Honorable Board of Supervisors
July 9, 2024
Page 5

BF:sp
#07578

Enclosures

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

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CHILD CARE ALLIANCE OF LOS ANGELES FOR

UNIVERSAL PREKINDERGARTEN SERVICES

**DEPARTMENT OF PUBLIC HEALTH
UNIVERSAL PREKINDERGARTEN SERVICES CONTRACT**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work (INTENTIONALLY OMITTED)
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Safely Surrendered Baby Law

UNIQUE EXHIBITS

- Exhibit H – Charitable Contributions Certification

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
UNIVERSAL PREKINDERGARTEN SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on ____.

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

CHILD CARE ALLIANCE OF
LOS ANGELES
(hereafter "Contractor").

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

WHEREAS, on (enter date of DA Memo or authorization document), the Board delegated authority for the County's Director of the Department of Public Health (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for (Universal PreKindergarten Mixed Delivery Planning Grant Program Services) to preserve and protect the public's health; and

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

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

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide (Early Care and Education Mixed-Delivery System services) for compensation, as set forth herein; and

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

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

1. APPLICABLE DOCUMENTS:

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

Standard Exhibits

- Exhibit A – Statement of Work – (INTENTIONALLY OMITTED)
- Exhibit B – Scope of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or

Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
Exhibit G – Safely Surrendered Baby Law

Unique Exhibits

Exhibit H – Charitable Contributions Certification

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

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

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

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

4. TERM OF CONTRACT:

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

Contractor must notify the Office for the Advancement of Early Care and Education 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 Office for the Advancement of Early Care and Education at the address herein provided under the NOTICES paragraph.

5. MAXIMUM OBLIGATION OF COUNTY:

A.1 Effective upon date of execution through June 30, 2025, the maximum obligation of County for all services provided hereunder shall not exceed nine hundred seventy thousand, four hundred ninety-two dollars (\$970,492), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

A.2 For the period of July 1, 2025, through June 30, 2026, the maximum obligation of County for all services provided hereunder shall not exceed one million, four hundred twenty-six thousand, one hundred fifty dollars (\$1,426,150), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as

specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

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

D. No Payment for Services Provided Following Expiration/Termination of Contract: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or

Exhibit B and in accordance with Exhibit C attached hereto and incorporated herein by reference.

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

C. Invoices must be submitted to County within 30 calendar days after the close of each calendar month. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice and will make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Invoices must be submitted directly to the Office for the Advancement of Early Care and Education, 600 S. Commonwealth Avenue, Suite 800, Los Angeles, CA 90005.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within 30 calendar days following the close of the Contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

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

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

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

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

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

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

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor

to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

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

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

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or

any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

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

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.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to one hundred percent (100%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to one hundred percent (100%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are

available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

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

during each County fiscal year as determined by Director. At least 15 calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

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

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

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to one hundred percent (100%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

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

9. CONFIDENTIALITY:

A. Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to

confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

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

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

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

11. INDEMNIFICATION: The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense, insurance coverage satisfying the

requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

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

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

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

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

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy, with respect to liability

arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this

Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. 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 County.

F. 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.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

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

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

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

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

13. INSURANCE COVERAGE REQUIREMENTS:

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

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance 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.

C. Workers Compensation and Employers' Liability: Contractor will maintain insurance, or qualified self-insurance, satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is: (1) an employee leasing temporary staffing firm; or, (2) a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice must be provided to the County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

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

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

E. Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be

proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

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

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

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication,

printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

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

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:

[\(lacounty.gov\)](#)

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

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within 10 calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor shall permit such inspection or audit to take place at an agreed to outside

location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

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

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

To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with 2 CFR 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period.

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

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

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Contract, Contractor shall maintain

and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

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

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample will be determined in accordance with generally accepted auditing standards. An exit conference

will be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

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

H. Audit Settlements:

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

for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

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

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

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

(5) In the event that Contractor’s actual allowable and documented cost for a unit of service are less than fee-for-service rate(s)

set out in the budget(s), the Contractor will only be reimbursed for its actual allowable and documented costs.

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

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160.

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

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law

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

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

18C. DATA DESTRUCTION:

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

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within

10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

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

18D. CHILD/ELDER ABUSE/FRAUD REPORT

A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

B. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at: (800) 540-4000, within 24 hours of suspicion of instances of child abuse.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in WIC Section 15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports shall be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one business day from the date Contractor became aware of the suspected instance of elder abuse.

E. Contractor staff working on this Contract shall also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at: (800) 349-9970 unless otherwise restricted by law from disclosing such information.

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

20. CONTRACTOR'S OFFICES: Contractor's office is located at 815 Colorado Blvd. 4th Floor, Los Angeles, California 90041. Contractor's business telephone number is (323) 274-1380, facsimile (FAX) number is (N/A), and electronic Mail (e-mail) address is Cristina.alvarado@ccala.net. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least 10 calendar days prior to the effective date(s) thereof.

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

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Universal PreKindergarten Mixed Delivery Planning Grant
Office for the Advancement of Early Care and Education
600 S. Commonwealth Ave., Suite 800
Los Angeles, California 90005

Attention: Zenaida Meza, Project Manager

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

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

(1) Child Care Alliance of Los Angeles
815 Colorado Blvd. 4th Floor
Los Angeles, California 90041

Attention: Cristina Alvarado

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

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

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

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

of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

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

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

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY: The Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. 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 County employees, and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

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

budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

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

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

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

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

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

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

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

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

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

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor must comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

determined by County in its sole judgment, County will be entitled to retain its own counsel, including without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

Additionally, Contractor certifies to the County:

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

establishment of goals or timetables. Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

30. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

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

(2) For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or

subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or, 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

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

County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

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

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

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

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

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractors, must comply with fair chance employment hiring

practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

33. 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.

34. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's

approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph will be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

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

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

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

C. Non-Responsible Contractor: The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively

reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. 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.

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

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a contractor has been debarred for a period longer than five years, that contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractors: These terms will also apply to Subcontractors of County contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

41. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that: (1) such person has violated said rules or regulations, or, (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or Contractor's employees or agents. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

B. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

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

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

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

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

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

45. 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, email or electronic signature of the Parties will

be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities, (e.g., facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

46. 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.

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

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

48. FORCE MAJEURE:

A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

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

49. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

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

51. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

D. Contractor must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

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

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in

compliance with all applicable federal and State anti-discrimination laws and regulations.

B. Contractor certifies to the County each of the following:

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

C. Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

E. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

G. If the County finds that any provisions of this Paragraph (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

H. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

54. NON-EXCLUSIVITY: Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

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

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

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor must notify its employees, and will require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

60. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor will ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

61. PUBLIC RECORDS ACT:

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND

AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921.000 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

62. PURCHASES:

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

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any Contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the Contractor's part. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor must maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor must contact Director for instructions for disposition of any such property which is worn out or unusable.

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

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where

persons are to receive services hereunder, Contractor shall prepare and submit to Director within 10 calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

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

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

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

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

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If, during the term of this Contract, the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within 30 calendar days prior to the effective date thereof.

64. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. However, in no event may County require such reports unless Director has provided Contractor with at least 30 calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

65. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

66. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S): A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A

Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

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

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

Contractor must institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate

training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities must be planned and scheduled in advance, and conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

68. SUBCONTRACTING:

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

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

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

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

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

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

B. Director will review Contractor's request to subcontract and determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract must also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent is provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including

Subcontractor employees, providing services under this Contract. The Contractor must notify its Subcontractors of this County right.

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

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

H. Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

K. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to the Paragraph entitled TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

70. TERMINATION FOR CONVENIENCE: This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effected by Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The

date upon which such termination becomes effective will be no less than 30 days after the notice is sent.

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

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

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

Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at

a location in Los Angeles County and shall be made available within 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

71. TERMINATION FOR DEFAULT: The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County's Project Director:

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

In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph

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

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

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

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

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

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

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

A. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition

has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

B. The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of a general assignment for the benefit of creditors.

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

74. 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 County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30th, of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

75. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

76. TIME OFF FOR VOTING: Contractor must notify its employees, and must require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every Statewide election, Contractor and any Subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

77. 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.

78. WAIVER: No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

79. WARRANTY AGAINST CONTINGENT FEES:

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

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

80. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

81. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

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

82. INJURY AND ILLNESS PREVENTION PROGRAM:

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

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

COUNTY OF LOS ANGELES

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

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

Revised 10-2022 – Approved by Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	6/26/2024	
BOARD MEETING DATE	7/9/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	CP Los Angeles General Medical Center Psychiatric Subacute Facility Project	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	There is urgency to meet the July 9, 2024, Board Agenda as there has been an increased need of mental health services throughout the communities of Los Angeles County. The proposed project will provide 96 beds specifically to address the needs of patients experiencing serious mental illness	
COST & FUNDING	Total cost: \$143,000,000	Funding source: Capital Project No. 6A018
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Approve the proposed capital project and budget, authorize Public Works to execute a Design-Build contract and consultant service agreements to pay stipends; delegate authority to the Director of Public Works for increased change order capacity up to \$750,000 for a single change and provide monthly change order reports to the Board; and authorize the Director of the Department of Mental Health to contract with Internal Services Department for the acquisition and installation of low-voltage systems.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On December 19, 2023, the Board established the Los Angeles General Medical Center Psychiatric Subacute Facility Project. The proposed project will be constructed on a 4.5-acre parcel of the northwest area of the Los Angeles General Medical Center campus and will consist of a multistory, approximately 92,000-square-foot building with 96 beds.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This project supports Board Priority No. 2, Health Integration/Alliance for Health Integration, by investing in healthcare facilities that will streamline and integrate access to high-quality services across the departments of Health Services, Mental Health, and Public Health; No. 7 Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov .	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

July 9, 2024

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LOS ANGELES GENERAL MEDICAL CENTER
PSYCHIATRIC SUBACUTE FACILITY
APPROVE CAPITAL PROJECT AND BUDGET
AWARD DESIGN-BUILD CONTRACT
SPECS. 7832; CAPITAL PROJECT NO. 6A018
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Los Angeles General Medical Center Psychiatric Subacute Facility Project with a total budget of \$143,000,000; authorization to execute consultant services agreements for stipends and a Design-Build contract; approval to establish and apply a Local Targeted Worker Hire Policy aspirational goal of an additional 20 percent over the mandated 30 percent for California craft worker hours; delegated expanded change order authority to the Director of Public Works to execute changes to the work, not-to-exceed \$750,000 for a single change; and authorization for the Department of Mental Health to contract with the Department of Internal Services for the acquisition and installation of low-voltage systems for the project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Los Angeles General Medical Center Psychiatric Subacute Facility is within the scope of the environmental impacts analyzed in the County's previously certified Final Environmental Impact Report and subsequently approved Addenda Nos. 1 and 2 for the LAC+USC Medical Center Campus Master Plan.
2. Approve the Los Angeles General Medical Center Psychiatric Subacute Facility Project, Capital Project No. 6A018, with a total project budget of \$143,000,000.
3. Find that Abbott Construction LLC is the responsive and responsible proposer that submitted the best value proposal for design and construction of the Los Angeles General Medical Center Psychiatric Subacute Facility Project.
4. Award and authorize the Director of Public Works or his designee to execute a Design-Build contract with Abbott Construction LLC for the design and construction of the Los Angeles General Medical Center Psychiatric Subacute Facility Project for a not-to-exceed contract amount of \$102,390,000 plus a \$3,000,000 design completion allowance for a not-to-exceed maximum contract sum of \$105,390,000.
5. Authorize the Director of Public Works or his designee, with concurrence of the Chief Executive Office, to exercise control over the design completion allowance, including the authority to reallocate the design completion allowance into the contract amount, as appropriate, in accordance with the project specifications.
6. Delegate authority to the Director of Public Works or his designee to execute consultant services agreements for a stipend amount of \$100,000 each to Turner Construction Company and Charles Pankow Builders, Ltd., the second and third highest ranked qualified proposers, enabling the County to use all design and construction ideas and concepts included in the proposals.
7. Direct the Chief Executive Officer, Department of Mental Health, and Public Works to establish and apply a Local Targeted Worker Hire Policy aspirational goal of an additional 20 percent over the mandated 30 percent for California craft worker hours for construction of the project.
8. Delegate authority to the Director of Public Works or his designee to approve extra costs for any change or addition to the work on the project, provided the extra cost

of any such individual change or addition to the work does not exceed \$750,000, and further provided that there is sufficient remaining budget for the project to cover such costs or changes, and limit that the aggregate amount of all such delegated authority change orders shall not exceed 25 percent of the original contract amount as set forth in Public Contract Code Section 20145.

9. Direct the Director of Public Works or his designee to provide monthly reports to the Board on the change orders granted under the above delegated authority for the Los Angeles General Medical Center Psychiatric Subacute Facility Project and find that this monthly reporting constitutes sufficient and appropriate measure to prevent fraud and ensure accountability for the delegated authority to the Director of Public Works or his designee to approve extra costs for any change or addition to the work.
10. Authorize the Director of the Department of Mental Health or her designee to contract with and direct the Internal Services Department, in coordination with Public Works, for the acquisition and installation of telephone data, low-voltage systems, and vendor installation of low-voltage items at a total cost not-to-exceed \$2,600,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to seek a finding by the Board that the Los Angeles (LA) General Medical Center Psychiatric Subacute Facility (PSF) Project is within the scope of the previously certified Final Environmental Impact Report (FEIR) and subsequently approved Addenda Nos. 1 and 2 for the LAC+USC Medical Center Campus Master Plan; approve the project and budget; award and authorize Public Works to execute consultant services agreements for stipends and a Design-Build (D-B) contract; establish and apply Local Worker Hire aspirational goal of an additional 20 percent over the mandated 30 percent for California craft worker hours; authorize the Director of Public Works to execute changes to the work not-to-exceed \$750,000 for a single change; and authorize the Director of the Department of Mental Health to contract with the Internal Services Department of the acquisition and installation of low-voltage systems for the project.

Background

On December 19, 2023, the Board established the LA General PSF, Capital Project (CP) No. 6A018, and appropriated \$101,220,000 to partially fund the proposed project. It will

be constructed within an existing 4.5-acre lot located at the northwest area of the LA General campus. The PSF will share the site with the Mental Health Urgent Care Center (MHUCC) and Residential Withdrawal Management Facility (RWMF) development, which is currently in construction. Both facilities will be a part of the Restorative Care Village (RCV) on the LA General campus.

The Board initially approved the LA General PSF at approximately 122,000 square feet, consisting of 128 beds. For a number of reasons, including funding gaps and lack of sufficient Mental Health Rehabilitation Center providers in the industry, the scope of the project was revised to comprise 6 Mental Health Rehabilitation Center programs operated separately with 16 beds each, for a total of 96 beds in a single, approximately 92,000-square-foot, multistory building. This will ensure a more favorable solicitation process and the ability to obtain and contract the required service providers to support the new facility. The completion of the PSF and the advent of the associated services will contribute to the full continuum of care at the RCV. The LA General PSF will provide a secure environment for those vulnerable individuals with serious mental illnesses that require the highest level of care. These beds will address a critical need in the County's continuum of care and will allow the Department of Mental Health (DMH) to facilitate placements of conserved individuals from acute psychiatric hospitals, State hospitals, and jails, as well as individuals served by the Office of Diversion and Reentry.

The project will provide limited on-site surface parking available to both the PSF building and the MHUCC and RWMF buildings. Subsequent additional parking facilities will be included in the negotiations with the developer for the future campus development and in exploring the use of existing parking spaces at the Central Juvenile Hall site.

Project Delivery Method and Design Completion Allowance

The proposed project will be delivered through the D-B project delivery method. The recommended D-B contract is for a maximum contract sum of \$105,390,000 and includes a \$3,000,000 design completion allowance that is intended to facilitate the resolution of issues identified during the design phase. The design completion allowance is reserved for changes required by jurisdictional agencies and other unanticipated design issues. The inclusion of the design completion allowance will facilitate the design decision process and minimize potential delays that could occur with design issues.

If approved, the construction of the proposed project is anticipated to begin in January 2025 and will be substantially completed in December 2026.

Consultant Services Agreement

Upon the Board's approval, the second and third highest ranked, qualifying D-B proposers for the project will be paid a stipend of \$100,000 each pursuant to the consultant services agreement, which affords the County the right to use the information and ideas submitted by the proposers.

Local and Targeted Worker Hiring Policy

The proposed project will be constructed on the LA General campus, which is uniquely situated in a community that is economically underserved. The surrounding communities rely on the County facilities for both services and employment. LA General serves as an economic anchor that has the potential to provide further employment and career opportunities for those who need them the most. As such, on November 12, 2019, to advance employment opportunities for family sustaining wages and career paths, the Board passed a motion to establish Local Targeted Hire aspirational goals of an additional 20 percent over the mandated 30 percent for California craft hours on specific campus projects, including the RCV. As part of the larger vision for the RCV, the aspirational goals will be extended to the LA General PSF Project.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes, by promoting comprehensive and inclusive care through investments in public healthcare infrastructure that enhance the quality and delivery of healthcare services to Los Angeles County residents; North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal A, Strategy iii, Behavioral, Mental Health, and Substance Use Disorder, by providing services and facilities to specifically support the well-being of individuals, families, and vulnerable populations experiencing crisis; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current capital projects and identifying the need to replace or modernize legacy/obsolete infrastructure. By investing in public healthcare infrastructure improvements, it will enhance the quality and delivery of healthcare services to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

The project budget for the LA General PSF Project is \$143,000,000. The project budget includes construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, Civic Arts fee, and County services. The project budget and schedule summaries are included in Enclosure A.

Funding sources for the project budget of \$143,000,000 will consist of \$91,220,000 of Assembly Bill 900 and \$10,000,000 of 2011 Realignment – Mental Health, which were previously transferred into the project through an appropriation adjustment in Fiscal Year 2023-24. The remaining funding sources for the project will be comprised of \$20,000,000 of Behavioral Health Continuum Infrastructure Program, Round 3; \$14,480,000 of American Rescue Plan Act – enabled Plan Z; and \$7,300,000 in Care First Community Investment funds. The \$7,300,000 will not be appropriated in CP No. 6A018. CP expenditures of \$7,300,000 from CP No. 6A018 will be transferred via a Journal Voucher to the budget unit where Care First Community Investment is budgeted. As such, the Chief Executive Office will budget the remaining appropriation of \$34,480,000 for CP No. 6A018 in the FY 2024-25 Supplemental Changes budget phase, which will be available upon Board of Supervisors adoption in or around October 1, 2024.

Operating Budget Impact

Following completion of the projects, DMH will fund the associated maintenance and operating costs with existing departmental resources.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, amended on August 4, 2020, the proposed project budget includes 1 percent of the eligible design and construction costs allocated to the Civic Art Fund, which is estimated at \$1,000,000.

In accordance with the Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the total California construction labor hours be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will further apply an aspirational goal to increase the Local Worker Hire by an additional 20 percent. The

project would also include a jobs coordinator who would facilitate the implementation of the policy's targeted hiring requirement.

Effective June 7, 2023, the Countywide Community Workforce Agreement (CWA) applies to projects with an estimated construction contract value of \$5,000,000 or greater. Therefore, CWA will apply to this project. The contractor and all subcontractors must comply with all terms and conditions of the CWA which, among other things, increases work opportunities for those seeking to start a new career in the construction industry and promotes the hiring of underrepresented individuals for the project.

On July 16, 2021, the State of California enacted certain revisions to Public Contract Code Section 20142. These revisions, which were sponsored by the County and apply only to the County, authorized the Board of Supervisors for projects whose original contract amount exceeds \$50,000,000, among other things, to increase the individual change order authority delegated to the Director of Public Works or his designee to \$750,000. These revisions to the Public Contract Code may be used on a maximum of seven projects, and these statutory revisions expire on January 1, 2027. The Board approved the use of these revisions to the Harbor-UCLA Medical Center Replacement Program on February 8, 2022, and to the North Hollywood Health Center on August 8, 2023. Upon approval of the recommended actions, the LA General PSF will become the third of the seven permitted projects to apply these revisions. The statutory revisions also require the Board to implement appropriate measures to prevent fraud and ensure accountability for this delegated authority.

Accordingly, the recommendations include 1) a direction to the Director of Public Works to report monthly on change orders carried out under this delegated authority for the LA General PSF, and 2) a finding by the Board that this reporting requirement is a sufficient and appropriate measure to prevent fraud and ensure accountability for this delegated authority. Finally, these special statutory provisions require that, for any contract applying this higher delegated authority, the County shall provide a review report to the Assembly Committee on Local Government and the Senate Committee on Governance and Finance no later than July 1, 2026.

In accordance with the County's Energy and Environmental Policy amended by the Board on December 20, 2016, the proposed project will be designed and constructed to achieve the United States Green Building Council Leadership in Energy and Environmental Design (LEED) Gold level certification by incorporating sustainable design features to optimize energy and water use efficiency, enhance the sustainability of the site, improve

indoor environmental quality, and maximize the use and reuse of sustainable and local resources.

ENVIRONMENTAL DOCUMENTATION

The construction of the LA General PSF Project is within the impacts analyzed in the previously certified FEIR and subsequent Addenda Nos. 1 and 2 for the LAC+USC Medical Center Campus Master Plan. There have been no changes to the project or to the circumstances under which it will be undertaken that require further findings under the California Environmental Quality Act (CEQA).

An FEIR was certified by the County as lead agency under CEQA and a Master Plan for LAC+USC Medical Center was approved by the Board on November 18, 2014. Findings of Fact and a Statement of Overriding Consideration, as well as a Mitigation Monitoring and Reporting Program, were adopted. The Master Plan studied a proposed plan that is divided into zones in order to provide for flexibility but controlled development and adaptive reuse of key areas.

On December 19, 2017, the Board-certified Addendum No. 1 to the FEIR for changes to the 2014 Master Plan, including addition of a Crisis Residential Treatment Program, Recuperative Care Center facility, and other campus changes.

On December 19, 2023, the Board-certified Addendum No. 2 (Enclosure C) to the FEIR, which included the addition of a 32-bed Residential Withdrawal Management Facility, a Mental Health Urgent Care Facility, and 128-bed PSF. The 128-bed facility noted in the previously approved addendum has been revised to a 96-bed facility and its scope and impact are within the parameters of the previously analyzed 128-bed facility scope.

The location of the documents and other materials constituting the record upon which the Board's decision is based in this matter is found at Public Works, Project Management Division I, 900 South Fremont Avenue, 5th Floor, Alhambra, CA 91803.

CONTRACTING PROCESS

The D-B procurement was conducted in accordance with the D-B policy adopted by the Board on June 4, 2016, and pursuant to the requirements of the Public Contract Code Section 22164.

On November 15, 2023, Public Works issued the Request for Proposals (RFP) for D-B services for the LA General PSF Project. This contract opportunity was listed on the County's *Doing Business with Us* and *Do Business with Public Works Websites* and Public Works *Contract Opportunities* websites and in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *San Gabriel Valley Tribune*, *Long Beach Press Telegram*, *Daily Breeze*, *The Signal*, *World Journal* (Chinese Daily News), *Pasadena Star News*, and *Santa Monica Daily Press*. Also, Public Works informed 1,508 Local Small Business Enterprises; 969 Community Business Enterprises; and 933 Community Based Organizations about this business opportunity. A total of five firms submitted proposals in response to the RFP.

On December 20, 2023, five prequalification questionnaires were received for evaluation. The prequalification questionnaires were reviewed by an evaluation committee consisting of representatives from the Chief Executive Office, DMH, and Public Works. Based on the review and evaluation of the prequalification questionnaires, three firms were determined to be prequalified, shortlisted, and invited to submit technical and cost proposals.

On May 14, 2024, the three shortlisted D-B firms submitted technical and cost proposals for evaluation. The proposals were evaluated by a panel of representatives from Chief Executive Office, DMH, and Public Works based on technical design and construction expertise, proposed delivery plan, proposed work plan, schedule, life cycle cost, Countywide CWA Compliance, Local and Targeted Worker Hiring Program, and D-B team personnel and organization. All three technical proposals met the intent, program, and base scope of work as defined in the final scoping documents. Abbott Construction LLC was found to have submitted the best value D-B proposal in accordance with the evaluation criteria stated in the RFP. These evaluations were completed without regard to race, creed, color, or gender. Abbott Construction's Community Business Enterprises participation data and 3-year contracting history with the County are on file with Public Works.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions is not expected to have an adverse impact on the LA General campus. All patient care services on the campus will remain fully operational during construction.

The Honorable Board of Supervisors
July 9, 2024
Page 10

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:cg

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Health Services (Capital Project Division)
Department of Mental Health

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LOS ANGELES GENERAL MEDICAL CENTER
PSYCHIATRIC SUBACUTE FACILITY
APPROVE CAPITAL PROJECT AND BUDGET
AWARD DESIGN-BUILD CONTRACT
SPECS. 7832; CAPITAL PROJECT NO. 6A018
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	December 2024
Jurisdictional Approvals	March 2025
Construction Start	January 2025
Substantial Completion	December 2026
Final Acceptance	January 2027

II. PROJECT BUDGET SUMMARY

Project Activity	Budget
Hard Costs	
Construction (Design-Build)	\$101,483,000
Contingency	\$ 16,517,000
Design Completion Allowance	\$ 3,000,000
Stipend	\$ 200,000
Construction Subtotal	\$121,200,000
Civic Art	\$ 1,000,000
Hard Costs Subtotal	\$122,200,000
Soft Costs	
Plans and Specifications (Scoping)	\$ 700,000
Consultant Services	\$ 617,000
Miscellaneous Expenditures	\$ 120,000
Jurisdictional Review/Plan Check/Permit	\$ 4,214,000
County Services	\$ 15,149,000
Soft Costs Subtotal	\$ 20,800,000
TOTAL	\$143,000,000