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February 26, 2019

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 38 NEW CONTRACTS FOR
CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV FOR THE TERM EFFECTIVE
MARCH 1, 2019 THROUGH FEBRUARY 29, 2024
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute 38 new contracts for the provision of Core HIV Medical Services for Persons Living with HIV (PLWH) for the term effective March 1, 2019 through February 28, 2022, and delegated authority to extend the term through February 29, 2024.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or designee, to execute 38 new contracts, substantially similar to Exhibit I, with the agencies listed in Attachment A, selected under a competitive solicitation process for the provision of Core HIV Medical Services, consisting of ambulatory outpatient medical (AOM) and medical care coordination (MCC) services, effective March 1, 2019 through February 28, 2022, at a total maximum obligation of \$59,731,755, consisting of \$25,024,137 for AOM and \$34,707,618 for MCC services, 100 percent offset by Ryan White Program (RWP) Part A funds.

2. Delegate authority to the Director of DPH, or designee, to execute amendments to the contract that extend the term for up to two additional one-year terms through February 29, 2024; adjust the term through August 31, 2024; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 35 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term,

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 February 26, 2019

CELIA ZAVALA
EXECUTIVE OFFICER



BOARD OF SUPERVISORS

Hilke L. Sells

First District

Mark Ridley-Thomas

Second District

Shirley Kuehl

Third District

Janice Hahn

Fourth District

Kathryn Barger

Fifth District

and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Core HIV medical services are integral components of the County's HIV prevention plan and are necessary to achieve goals outlined in the National HIV/AIDS Strategy including reducing new infections, increasing access to care while improving health outcomes of PLWH and reducing HIV-related disparities and health inequities. The services will be located and delivered throughout Los Angeles County.

Approval of Recommendation 1 will allow DPH to execute 38 new contracts with qualified agencies to provide AOM services and MCC services that treat and manage HIV infection and prevent the forward transmission of HIV in Los Angeles County. AOM services are evidence-based preventive, diagnostic, and therapeutic medical services provided through outpatient medical visits by California-licensed health care professionals. Clinics will offer a full-range of health services to HIV-positive RWP-eligible clients with the objective of helping them cope with their HIV diagnosis, adhere to treatment, reduce viral load, prevent HIV transmission, and identify and address co-morbidities.

MCC services provide a multi-disciplinary team to facilitate behavioral interventions, conduct outreach, and coordinate support services to promote improved health outcomes for PLWH. MCC team members deliver patient-centered activities that focus on addressing health status and comorbid conditions, engagement and retention in care, adherence to antiretroviral medications, and HIV risk reduction. MCC services are co-located at the client's HIV medical home to facilitate care coordination with the primary HIV medical care provider. The MCC team assesses a range of client needs, creates an individualized care plan, and works with clients to improve their self-efficacy in the management of their health.

Approval of Recommendation 2 will allow DPH to execute amendments to the contracts to extend and/or adjust the term of the contracts; rollover unspent funds; and/or increase or decrease funding up to 35 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend contracts to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Recommendation 2 will also enable DPH to amend contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a Contractor beyond what is identified in the original executed contract, the County may determine that the Contractor has provided evidence of

eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 3 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the Contract's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total annual maximum obligation for the 38 recommended contracts is \$19,910,585 consisting of \$8,341,379 for 19 AOM contracts and \$11,569,206 for 19 MCC contracts, for an overall maximum obligation of \$59,731,755 for the term effective March 1, 2019 through February 28, 2022, 100 percent offset by RWP Part A funds.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.120, your Board was notified on February 1, 2019, of DPH's request to increase or decrease funding up to 35 percent above or below the annual base maximum obligation. A 10 percent delegated authority will not allow sufficient flexibility to adjust for higher cost tied to medical visits and staff salaries under the new set of contracts. Given the numerous funding shifts across AOM contracts that occurred in previous years, DPH is forecasting the continuous need to have the flexibility to shift such cost which may result in the increase or decrease of funds, greater than the standard 10 percent.

Exhibit I is the contract template reviewed and approved by County Counsel. Attachment A is a list of the recommended contracts. Attachment B is the contracting opportunity announcement posted on the County website. Attachment C is the Community Business Enterprise Information Summary for the recommended contractors.

CONTRACTING PROCESS

On June 26, 2018, DPH released a Request For Proposals (RFP) to solicit proposals from qualified organizations to provide core HIV medical services for PLWH comprised of AOM and MCC services. The contracting opportunity announcement was posted on the County of Los Angeles Online website (Attachment B) and DPH's Contracts and Grants website and a Notice of Intent to release the RFP was also sent by electronic mail to 71 agencies listed on DPH's internal list of agencies that provide similar services.

DPH received 19 proposals that covered both AOM and MCC services by the submission deadline. The proposals were reviewed by an evaluation committee that consisted of subject matter experts from DPH in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009 and the RFP solicitation process. As a result, DPH is recommending contracts for the 19 responsible and responsive Proposers.

On February 8, 2019, notifications of the RFP results were sent to the recommended Proposers (Attachment A). DPH has obtained the Letter of Intent from each of the recommended Proposers.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to award new contracts to support the delivery of HIV AOM and MCC services to residents in Los Angeles County.

Respectfully submitted,



Barbara Ferrer, PhD, MPH, MEd
Director

BF:jc
BL#04537

Enclosures

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

EXHIBIT I

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH
HIV**

18E. Liquidated Damages	XX
18F. Data Destruction	XX
18G. People with HIV/AIDS Bill of Rights and Responsibilities	XX
18H. Guidelines for Staff Tuberculosis Screening	XX
18I. Quality Management	XX
18J. Quality Management Plan	XX
18K. Quality Management Program Monitoring.....	XX
18L. DHSP Grievance Program	XX
19. Construction	XX
20. Conflict of Terms	XX
21. Contractor's Offices.....	XX
22. Notices	XX

ADDITIONAL PROVISIONS (AP)

23. Administration of Contract.....	XX
24. Assignment and Delegation	XX
25. Authorization Warranty.....	XX
26. Budget Reduction.....	XX
27. Contractor Budget and Expenditures Reduction Flexibility.....	XX
28. Complaints.....	XX
29. Compliance with Applicable Law	XX
30. Compliance with Civil Rights Law	XX
31. Compliance with the County's Jury Service Program.....	XX
32. Compliance with County's Zero Tolerance Human Trafficking.....	XX
33. Conflict of Interest	XX
34. Consideration of Hiring Gain/Grow Participants	XX
35. Contractor Responsibility and Debarment.....	XX
36. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	XX
37. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	XX
38. County's Quality Assurance Plan	XX

39. Service Delivery Site – Maintenance Standards	XX
40. Rules and Regulations	XX
41. Damage to County Facilities, Buildings or Grounds	XX
42. Employment Eligibility Verification.....	XX
43. Data Encryption.....	XX
44. Facsimile Representations	XX
45. Fair Labor Standards.....	XX
46. Fiscal Disclosure	XX
47. Contractor Performance During Civil Unrest or Disaster	XX
48. Governing Law, Jurisdiction, and Venue.....	XX
49. Health Insurance Portability and Accountability Act of 1996 (HIPAA)	XX
50. Independent Contractor Status	XX
51. Licenses, Permits, Registrations, Accreditations, Certificates.....	XX
52. Nondiscrimination in Services	XX
53. Nondiscrimination in Employment	XX
54. Non-Exclusivity.....	XX
55. Notice of Delays	XX
56. Notice of Disputes	XX
57. Notice to Employees Regarding the Federal Earned Income Credit	XX
58. Notice to Employees Regarding the Safely Surrendered Baby Law	XX
59. Prohibition Against Inducement or Persuasion.....	XX
60. Prohibition Against Performance of Services While Under the Influence	XX
61. Public Records Act.....	XX
62. Purchases	XX
63. Real Property and Business Ownership Disclosure	XX
64. Reports.....	XX
65. Recycled Content Bond Paper	XX
66. Solicitation of Bids or Proposals.....	XX
67. Staffing and Training/Staff Development.....	XX
68. Subcontracting	XX
69. Termination for Breach of Warranty to Maintain Compliance with County’s Child	

Support Compliance Program	XX
70. Termination for Convenience	XX
71. Termination for Default.....	XX
72. Termination for Gratuities and/or Improper Consideration	XX
73. Termination for Insolvency	XX
74. Termination for Non-Appropriation of Funds	XX
75. No Intent to Create a Third Party Beneficiary Contract	XX
76. Time Off for Voting	XX
77. Unlawful Solicitation	XX
78. Validity.....	XX
79. Waiver	XX
80. Warranty Against Contingent Fees	XX
81. Warranty of Compliance with County's Defaulted Property Tax Reduction Program	XX
82. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	XX
83. Compliance with Fair Chance Employment Practices.....	XX
84. Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	XX

STANDARD EXHIBITS

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

UNIQUE EXHIBITS

- Exhibit F – Charitable Contributions Certification
- Exhibit G - People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit H - Guidelines for Staff Tuberculosis Screening

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV
CONTRACT**

THIS CONTRACT "Contract" is made and entered into this _____
day of _____, 2019,
by and between COUNTY OF LOS ANGELES (hereafter
"County")
and _____
(hereafter "Contractor").

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

WHEREAS, on February 26, 2019, the Board delegated authority for the
County's Director of the Department of Public Health (DPH), or duly authorized
designee (hereafter jointly referred to as "Director") to execute contracts for Core HIV
Medical Services for Persons Living with HIV to preserve and protect the public's health;
and

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

WHEREAS, County has established Division of HIV and STD Programs
(hereafter "DHSP") under the administrative direction of County's Department of Public
Health (hereafter "DPH"); and

Core HIV Medical Services for Persons Living with HIV
DHSP – XXX
PH-00XXXX

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, it is established by virtue of County's receipt of grant funds under the federal and State that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules; regulations; policies; procedures of the funding source, governing administration, and fiscal authorities; and all applicable law; and

WHEREAS, Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide Core HIV Medical Services for Persons Living with HIV 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.

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

1. APPLICABLE DOCUMENTS:

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

Core HIV Medical Services for Persons Living with HIV
DHSP – XXX
PH-00XXXX

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

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Budget(s)
- Exhibit C – Contractor’s EEO Certification
- Exhibit D – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

- Exhibit F – Charitable Contributions Certification
- Exhibit G - People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit H - Guidelines for Staff Tuberculosis Screening

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

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

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

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

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon execution and shall continue in full force and effect for a period of three years, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term for up to two additional one-year periods, for a maximum total Contract term of five years. Each such extension option shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term.

The Contractor shall notify DHSP when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPH at the address herein provided in Paragraph 22, Notices.

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed

_____ (\$_____), as set forth in Exhibit B-1, attached hereto and incorporated herein by reference.

B. Effective _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit B-2, attached hereto and incorporated herein by reference.

C. Effective _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit B-3, attached hereto and incorporated herein by reference.

D. incorporated herein by reference.

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

F. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the

Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, NOTICES.

G. No Payment for Services Provided Following Expiration/

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

6. INVOICES AND PAYMENT:

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

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

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

D. Billings shall be submitted directly to the DPH Division of HIV and STD Programs (DHSP) Dave Young, Chief, Financial Services Division at 600 S. Commonwealth Avenue, 10th Floor, 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 the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service

agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

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

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within 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 shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

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

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this contract.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

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

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the

applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative 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 B, 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) attached hereto, fully express 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 or effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

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

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to ten percent (10%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or

at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications or within budget categories within each budget , as reflected in Exhibit B, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands,

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

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

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

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

OR

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

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Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

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

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an

Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

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

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

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

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

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County of Los Angeles – Department of Public Health
Contract Monitoring Division
1000 South Fremont Avenue, Unit #102
Building A-9, 5th Floor North
Alhambra, California 91803
Attention: Chief Contract Monitoring Unit

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

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

endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 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 the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

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

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

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

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

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

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

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention

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

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

13. INSURANCE COVERAGE REQUIREMENTS:

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

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

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

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

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report

to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

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

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

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

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

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films,

videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or 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 and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

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

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

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services.

Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

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

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients

must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within 10 calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract

Contractor's facility is closed or if ownership of Contractor changes, within forty-

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

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH 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 for every year that this Agreement is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. Contractor shall complete and file such audit report(s) with the County's DPH 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 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 paper shall be made available for review by federal, State, or County representative upon request.

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

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and

shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least 10 working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have 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 or months for any deficiency(ies) not corrected.

H. Audit Settlements:

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

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

(3) If within 30 calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher

than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

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

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit F, 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. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

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

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

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

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

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

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

18D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other

employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

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

18E. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to

the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as

specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

18F. DATA DESTRUCTION:

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

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

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

C. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall

provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18G. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES:

Contractor shall adhere to all provisions within Exhibit G, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights) document. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

Contractor shall post this document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all patients/patients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

18H. GUIDELINES FOR STAFF TUBERCULOSIS SCREENING: Contractor shall adhere to Exhibit H, "Guidelines for Staff Tuberculosis Screening". Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

Annual tuberculin screening shall be done for each employee, volunteer, subcontractor and consultant providing services hereunder on or before the 12-month period ends from the last screening date. Such tuberculosis screening shall consist of

tuberculin skin test (Mantoux test screening test, Tuberculin Sensitivity Test, Pirquet test, or PPD test for Purified Protein Derivative) or blood test (Quaniferon, IGRA, or T-spot) and if positive a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray prior to resuming job duties

18I. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on patient linkages to and retention in care and follow-up;
- D. Track client perception of their health and effectiveness of the service received through patient satisfaction surveys;
- E. Serve as a continuous quality improvement (CQI) process with direct reporting of data and performance improvement activities to senior leadership no less than on an annual basis.

18J. QUALITY MANAGEMENT PLAN:

Contractor shall implement its QM program based on a written QM plan.

Contractor shall develop one agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within 60 days of the receipt of this fully

executed Contract, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven components:

- A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.
- B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.
- C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.
- D. Implementation of QM Program:
 - (1) Selection of Performance Indicators – Contractor shall describe how performance indicators are selected. Contractor shall collect and analyze data for at least one or more performance indicators. Contractor may select indicators from the DHSP approved clinical and performance measures set (core and supplemental measures) or select other aspects of care or service. Contractor may request technical assistance from

DHSP Quality Management for assistance in selection, development and implementation of performance indicators.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.

(3) Data Analysis – Contractor shall describe its process for review and analysis of performance indicator monitoring results at the QM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.

(4) Improvement Strategies - Contractor shall describe its QM Committee's process for selecting performance improvement projects and activities and how this is documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

E. Participation in Los Angeles Regional Quality Group: Contractor shall identify a representative to participate in at least two quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the National Quality Center and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

F. QM Contact: Contractor shall identify a contact for all QM related activities and issues. This person shall serve as point of contact for QM related matters, requests, announcements and other activities.

G. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.

H. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.

I. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

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(1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations.

Reportable events shall include the following:

(a) Any unusual incident and/or sentinel event which threaten the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) The written report shall include the following:

(a) Patient's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

18K. QUALITY MANAGEMENT PROGRAM MONITORING:

To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.

18L. DHSP GRIEVANCE PROGRAM:

A. Definition: The word grievance is often used to refer to a complaint, a problem, or cause of dissatisfaction or unhappiness about an aspect of care or service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have five ways to contact DHSP about their complaints or concerns:

- (1) Grievance Line (telephone)
- (2) Fax
- (3) Email
- (4) Mail (postal)
- (5) In person

B. Grievance Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The Grievance Line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific

Standard Time). All after-hour calls and calls made during County holidays are forwarded to voicemail and followed up on the next business day. This Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance-Management:

(1) Within 10 days of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received and request to investigate and provide specific information.

(2) Contractor shall have 30 days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) GRIEVANCE POSTERS: Grievance posters are provided to Contractor and contain information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff, as well as clients/patients know the purpose of the Grievance Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients

and/or authorized representatives are made aware of how to file a complaint with the DHSP Grievance Program.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

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

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

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County

under this Contract. Addresses and parties to be notified may be changed by providing at least 10 working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005

Attention: Project Director

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

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

23. ADMINISTRATION OF CONTRACT:

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

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

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

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

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

During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within 15 days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the criminal history review.

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

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

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

B. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is

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

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

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

25. AUTHORIZATION WARRANTY: Contractor hereby represents and

warrants that the person executing this Contract for Contractor is an authorized agent

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who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

26. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

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

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

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- A. Within 30 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.
- C. The client and/or his/her authorized representative shall receive a copy of the procedure.
- D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.
- E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.
- F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

29. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

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

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

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

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

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

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

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

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

shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

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

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

32. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN

TRAFFICKING POLICY:

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

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

33. CONFLICT OF INTEREST:

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

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

34. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GainGrow@dpss.lacounty.gov and the Department of Workforce Development, Aging and Community Services at bservices@wdacs.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph 10, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

35. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

36. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

38. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

39. 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.

40. 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.

41. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

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

42. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any

other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

43. DATA ENCRYPTION:

A. Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

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

C. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application- Specific Key Management Guidance.

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

E. Certification: The County must receive within 10 business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 43 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

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

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

46. 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: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

47. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by

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Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

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

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of HIPAA and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit E.

50. INDEPENDENT CONTRACTOR STATUS:

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

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

51. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

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52. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and

the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

53. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that

qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code

Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

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

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

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED

BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

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

60. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE

UNDER THE INFLUENCE: Contractor shall ensure that no employee, physician, subcontractor or independent contractor 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 the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for

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

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

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

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

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire,

burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director, or 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. In no event, however 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. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no

greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

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 shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall

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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 her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 35, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 67, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

70. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest.

Termination of services hereunder shall be effected by delivery to Contractor of a 30 calendar day advance Notice of Termination specifying the extent to which performance

of services under this Contract is terminated and the date upon which such termination becomes effective.

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

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

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than 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 Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a

location in Los Angeles County and shall be made available within 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: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as

if the notice of termination had been issued pursuant to Paragraph 70, TERMINATION FOR CONVENIENCE.

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

72. TERMINATION FOR GRATUITIES AND/OR IMPROPER

CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement 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 the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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

73. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

Core HIV Medical Services for Persons Living with HIV
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- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least 60 calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract

shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

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: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Election Code Section 14000.

77. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

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

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

80. WARRANTY AGAINST CONTINGENT FEES:

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

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

81. 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.

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

PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 77, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

Core HIV Medical Services for Persons Living with HIV
DHSP – XXX
PH-00XXXX

STATEMENT OF WORK

AMBULATORY OUTPATIENT MEDICAL (AOM) SERVICES

EXHIBIT A, STATEMENT OF WORK, AOM SERVICES

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1.0 DESCRIPTION

The County of Los Angeles (County), Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) Ambulatory Outpatient Medical (AOM) Services provide evidence-based preventive, diagnostic, and therapeutic HIV medical services through outpatient medical visits by licensed health care professionals to Ryan White Program (RWP) eligible HIV-positive clients. AOM Services are expected to interrupt or delay the progression of HIV disease; prevent and treat opportunistic infections; promote optimal health and quality of life; and reduce further HIV transmission by providing clients the education and support for appropriate risk reduction strategies.

DHSP supports AOM Services using federal Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA), RWP Part A funds. AOM service providers (Contractors) shall provide AOM Services as *a last resort* for clients who are ineligible to receive HIV medical care services reimbursed by another third-party payer source.

To determine whether clients are eligible for third-party payer sources or other available payment assistance programs, Contractor shall conduct benefits screening as a part of delivering AOM Services, including assisting clients in benefits enrollment and billing third-party payer sources for client services, where possible. Third-party payer sources should include available public payer sources including, but not limited to Medicare, Medi-Cal, and the Veteran's Administration. Additionally, private insurance plans, including those provided by employers or purchased by an individual, must be utilized prior to the Contractor accessing RWP funds to support any or all of the client's AOM Services.

AOM Services will be reimbursed at a set rate of \$312.40 per visit, with the opportunity to earn up to an additional \$63.00 per visit based on performance on the AOM pay-for-performance measures in the prior contract year (see Reimbursement Guidelines and Performance Measures in Attachment 1 to this Exhibit A, Statement of Work, AOM Services).

As part of the provision of AOM Services, Contractor must also concurrently provide, as needed, Medical Care Coordination (MCC) Services to its population of HIV-positive clients. MCC Services must be Co-located with AOM Services. MCC service requirements can be found in Exhibit A, Statement of Work, MCC Services.

1.1 DHSP Program Goal and Objectives

The DHSP goals and objectives for AOM Services are described in Table 1.

TABLE 1 - AMBULATORY OUTPATIENT MEDICAL GOALS AND OBJECTIVES	
PRIMARY GOAL	<i>Improve individual-level health outcomes and well-being of persons living with HIV and prevent transmission of HIV.</i>
AOM GOALS	<ol style="list-style-type: none"> 1. Interrupt or delay the progression of HIV disease. 2. Promote optimal health and quality of life. 3. Reduce HIV transmission by supporting risk reduction strategies.
OBJECTIVES	<ol style="list-style-type: none"> A. Provide medical services to a minimum of 75 HIV-positive clients annually. B. Prevent and treat opportunistic infections. C. Maintain viral load suppression (viral load less than 200 copies/mL) among all HIV-positive clients. D. Increase knowledge and practice of risk reduction strategies.

Note: Contractor is also required to perform all goals and objectives associated with MCC Services, found in Table 1.

2.0 DEFINITIONS

- 2.1 **Ambulatory Outpatient Medical (AOM) Services:** Evidence-based preventative, diagnostic, and therapeutic medical services provided through outpatient medical clinics by California-licensed health care professionals to persons living with HIV (PLWH) in an outpatient clinic setting.
- 2.2 **Co-located:** Services located in the same building where there is a high degree of collaboration and communication between health care professionals, including information sharing related to client care and establishment of comprehensive treatment plans to address clients' biological, psychological, and social needs.
- 2.3 **Contractor's Project Director:** Contractor's designee serving as a point of contact for the County who has full authority to act for Contractor on all matters relating to the daily operation of the Contract.

- 2.4 **Contractor's Project Manager:** Contractor's designee responsible to administer the Contract operations and to liaise with the County after the Contract award.
- 2.5 **County's Project Director:** Person designated by County with authority to resolve contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. Responsible for managing inspection of all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Medical Care Coordination (MCC) Services:** A multi-disciplinary team consisting of two (2) or more of the following: A Medical Care Manager (MCM), Patient Care Manager (PCM), Case Worker (CW) and Retention Outreach Specialist (ROS) who work together to facilitate behavioral interventions, conduct outreach, and coordinate support services to promote improved health outcomes for PLWH. MCC Services team members deliver client-centered activities that focus on addressing health status, engagement and retention in care, adherence to HIV medications, and HIV risk reduction.
- 2.10 **Partner Services (PS):** A voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners (NP) are offered HIV testing, and if necessary, linkages to medical treatment and care, referrals to appropriate health and social services and the provision of appropriate HIV risk reduction intervention based on the NP need.

3.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by the Contractor shall include, but not be limited to, the following:

3.1 Provide and Coordinate HIV-Positive Client Medical Care

3.1.1 Provide AOM Services to RWP eligible clients. Provide evidence-based preventive, diagnostic and therapeutic medical services through outpatient medical visits by California licensed health care professionals to RWP eligible clients at clinic location(s) in Los Angeles County. General services to be provided include, but are not limited to:

- a) Medical evaluation and clinical care;
- b) AIDS Drug Assistance Program (ADAP) enrollment services;
- c) Laboratory testing including disease monitoring, STD testing, and other clinically indicated tests;
- d) Linkage and referrals to medical subspecialty care, oral health, medical care coordination, mental health care, and other service providers;
- e) Secondary HIV prevention in the ambulatory outpatient setting; and
- f) Retention of clients in medical care.

3.1.2 Provide eligible RWP clients a minimum of two (2) medical visits annually. Contractor must provide, at a minimum, two (2) medical visits, at least three (3) months apart, between the client and a licensed, primary health care professional, annually and document in the medical record, at a minimum, the following components:

- a) Client history
- b) Discussion with client regarding nature of presenting problem
- c) Medical evaluation
- d) Oral examination
- e) Client counseling
- f) With client consent, counseling or discussion with the client/family concerning one (1) or more of the following areas:
 - I. Diagnostic results
 - II. Prognosis
 - III. Risks and benefits of treatment options
 - IV. Instructions for treatment management
 - V. Risk factor reduction

VI. Client/family education

- g) Health maintenance at appropriate intervals depending on health status or disease progression
- h) Screening for tuberculosis (TB)
- i) Screening and treatment for sexually transmitted infections
- j) Gynecologic evaluation or referral
- k) Age appropriate immunizations
- l) Rapid initiation of antiretroviral drugs for newly diagnosed patients at first visit (even before genotype returns)
- m) Prescription and management of antiretroviral drugs
- n) Screening by the provider for nutrition related issues
- o) Referral to medical subspecialty care, as indicated
- p) Substance abuse assessment and, as indicated, referral for treatment
- q) Mental health assessment and, as indicated, referral for treatment

3.1.3 Provide nursing care. Contractor must provide primary HIV nursing care performed by a registered nurse which shall include, but not be limited to:

- a) Nursing assessment, evaluation, and follow-up
- b) Triage
- c) Consultation and ongoing communication with the primary health care professional
- d) Client counseling
- e) Client and family education
- f) Administration and supervision of intravenous therapy
- g) Provision of those services which require substantial specialized nursing skill
- h) Initiation of appropriate preventive nursing procedures
- i) Case conferencing

3.1.4 Prescribe medications. Contractor must provide medications, as indicated, including, but not limited to, all currently approved drugs for HIV disease, HIV disease-related conditions, and co-morbidities in accordance with the Food and Drug Administration drug approval guidelines, unless the drug treatment is part of an Institutional

Review Board-approved research program with written informed consent.

- 3.1.5 Provide STD screening and treatment. Contractor must conduct screening and treatment for STD in accordance with the procedures set forth in Attachment 3 (Screening for Sexually Transmitted Diseases) of this Exhibit A, Statement of Work, AOM Services.
- 3.1.6 Provide TB screening. Contractor shall conduct TB and latent TB infection (LTBI) screening in accordance with the procedures set forth in Attachment 2 (Tuberculosis Screening, Evaluation & Treatment Guidelines for HIV-Positive Persons) of this Exhibit A, Statement of Work, AOM Services.
- 3.1.7 Deliver reproductive counseling and information to HIV-positive persons. Contractor shall ensure that women of reproductive age and men, as appropriate, shall receive contraceptive counseling, discussion of risk associated with perinatal HIV transmission and availability of antiretroviral therapy for treatment of HIV to prevent perinatal transmission, pre-exposure prophylaxis for HIV-negative partner, and other services. Contractor shall also ensure that HIV-positive women who are pregnant are referred to a center that specializes in HIV care in pregnancy that includes a perinatologist that is experienced in the care of HIV-positive pregnant women.

3.2 Conduct Client Intake and Benefits Screening

- 3.2.1 Conduct client registration and intake. Contractor must conduct client registration and intake within one business day for all individuals who request medical services or are referred to HIV medical outpatient services by HIV/STD testing sites, early intervention programs and other service providers. Contractor must identify appropriate clients for AOM Services through eligibility screening as set forth in Attachment 4 (Ryan White Program Eligibility Documentation and Verification) of this EXHIBIT A, Statement of Work, AOM Services.
- 3.2.2 Conduct benefits screening program. Contractor must implement a benefits screening program that assesses client's eligibility for public

and social services every six (6) months (including, but not limited to, health insurance navigation and enrollment, mental health and substance use services, housing, transportation, employment services, and other applicable services), promotes enrollment in those services for which a client qualifies, and maximizes payment from third-party payer sources.

3.2.3 Conduct ADAP eligibility screening. Contractor must perform ADAP eligibility screening for new enrollments and annual re-certifications.

3.2.3.1 Contractor must have staff certified by the California Department of Public Health (CDPH) conduct ADAP eligibility screening in accordance with ADAP Eligibility Guidelines found at: <https://www.cdph.ca.gov/programs/aids/Pages/tOAADAPindiv.aspx>.

3.2.3.2 If a client is eligible for participation in ADAP and medication(s) listed on the ADAP formulary is (are) indicated for client treatment, Contractor must prescribe such medications and refer client to a participating ADAP pharmacy.

3.2.3.3 For medications that are not listed on the ADAP formulary and are indicated for client treatment, Contractor may provide such drugs for clients consistent with available resources.

3.3 Provide Strong Linkages to Care

3.3.1 Ensure timely linkage to medical provider for new clients. Contractor shall ensure that new clients, including those newly diagnosed with HIV and those who have been out of care and are attempting to re-establish care, are seen by a medical provider within (2) business days of the request for an appointment. Contract shall ensure that all measures are taken to streamline clinic intake and other administrative processes for patients who have fallen out of care and are trying to re-establish care to improve their engagement in care.

- 3.3.2 Ensure immediate linkage to MCC Services. Contractor shall ensure that new clients demonstrating a need for MCC Services, including those newly diagnosed with HIV and those who have been out of care and are attempting to re-establish care, are linked with the MCC Services team to maximize the likelihood of retention in care.
- 3.3.3 Ensure referral to Oral Health Care Services. Contractor shall ensure that every AOM client is referred for Oral Health Care services annually, with referrals noted in the client's medical record. DHSP can provide a list of current HIV oral health care providers.
- 3.3.3 Ensure linkage to needed services. Contractor shall provide consistent, effective linkage to other health-related services, including oral health care, substance use services, and mental health services, as needed.
- 3.3.4 Provide linkage to medical subspecialty services. Contractor shall refer clients to medical subspecialists, as indicated, for specialty diagnostic and therapeutic medical services.

3.4 Re-engage and Retain Clients in Care

- 3.4.1 Re-engage in care. Contractor must actively identify HIV-positive clients who are out of care and re-engage them back into care, including linking the client with MCC services.
- 3.4.2 Retain in care. Contractor must work to identify and reduce clinic specific factors and policies as well as client-level barriers that impede retention in HIV medical care.
 - 3.4.2.1 Contractor's broken appointment policy and procedure should emphasize the facilitation and promotion of client access, continuity of service, and retention.

3.5 Promote Services and Assess Client Satisfaction

- 3.5.1 Contractor shall promote the availability of AOM Services to PLWH, professional communities and other HIV services providers.

- 3.5.2 Contractor must perform assessments of client's needs and satisfaction by conducting anonymous client surveys, annually, at a minimum.

3.6 Comply with Applicable Laws and Regulations

- 3.6.1 Comply with all local and State disease reporting requirements. All local and State HIV, STD, hepatitis, and other communicable diseases reporting requirements must be followed. Visit this link for more information:
www.publichealth.lacounty.gov/cdcp/proreporting.htm
- 3.6.2 Develop and implement a client fee system. Contractor shall develop and implement a client fee system and must comply with provisions of Section 2605 (e) of Title 26 (CARE Act), which is entitled "Requirements Regarding Imposition of Charges for Services" (See Appendix C, Sample Contract, Exhibit J – Requirements Regarding Imposition of Charges for Services). **Note: no fees shall be charged to RWP clients.**
- 3.6.3 Comply with Cal-OSHA procedures. Contractor must comply with infection control guidelines and procedures established by the California Occupation Safety and Health Administration (Cal-OSHA).
- 3.6.4 Participate in the Medical Monitoring Project (MMP). Contractor must participate in the MMP, which provides critical information to the Centers for Disease Control and Prevention and DHSP on the health status of and provision of medical services to HIV-positive clients in Los Angeles County.

3.7 Comply with and Maintain Administrative Procedures and Operational Protocols

- 3.7.1 Comply with HIV standards of care. All health services provided under this Contract must be in accordance with Department of Health and Human Services HIV Treatment Guidelines and standards of care as determined by the Los Angeles County Commission on HIV.

3.7.2 Review reimbursement and performance measures guidelines. Contractor must review the HIV Ambulatory Outpatient Medical Services Pay-for-Performance/Additional Reimbursement Incentives Guidelines (Attachment 1) for a breakdown of all the performance measures and corresponding reimbursement rates.

3.7.3 Maintain client health records. Contractor must maintain adequate health "unit records" on each individual client which must be current and in detail, consistent with good medical and professional practice, in accordance with the California Code of Regulations and Health Insurance Portability Accountability Act (HIPAA) Privacy Rules.

3.7.3.1 Such records must include, but not be limited to: admission record, client interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

3.7.3.2 All clinical and health services records must be in a medical record (medical chart) and/or an electronic health record (medical record in digital format).

3.7.3.3 Contractor (and any subcontractors) must maintain client health records co-located with client's MCC program records.

3.7.4 Maintain administrative procedures and operational protocols. Contractor must develop, implement, and revise as necessary standardized administrative procedures and operational protocols for its medical outpatient clinic(s). The manual must include, but not be limited to, mandatory policies, procedures, protocols, and standards of care related to the following:

3.7.4.1 Referral to and coordination of care with other providers for the provision of:

- a) Subspecialty medical and surgical care
- b) In-patient care
- c) Home health care
- d) Mental health care

- e) Substance abuse disorder treatment
- f) Emergency medical services
- g) ADAP
- h) Research opportunities
- i) Pharmaceutical patient assistance programs

3.7.5 Comply with all reporting requirements. As directed by DHSP, Contractor must submit monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information relating to the promotion and provision of AOM Services and is to be completed in the designated format.

3.7.5.1 Contractor must report all new HIV diagnoses utilizing the adult or pediatric report case form online within seven (7) days of a client's diagnosis: <http://publichealth.lacounty.gov/dhsp/ReportCase.htm>

3.7.5.2 Contractor must report all required Ryan White Service Report data to DHSP.

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

4.1 Contractors must obtain permission from Director, DHSP or his designee at least sixty (60) days prior to the addition/deletion of service facilities, specific tasks and/or work hour adjustments.

4.2 All changes must be made in accordance with Paragraph 8, Alteration of Terms/Amendments of the Contract.

5.0 QUALITY MANAGEMENT PROGRAM

The Contractor shall implement a Quality Management (QM) Program, as defined in the Contract, Paragraph 18O, Quality Management, Paragraph 18P, Quality Management Plan, and Paragraph 18Q, Quality Management Program Monitoring, that assesses the extent to which the HIV and STD-related testing and treatment provided are consistent with federal, State, and local standards of HIV and STD testing and treatment.

6.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 38, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

6.1 Meetings

Contractor shall meet with the County as requested.

6.2 County Observations

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

7.0 RESPONSIBILITIES

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

COUNTY

7.1 Personnel

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

- 7.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 7.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 7.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alterations of Terms/Amendments.

CONTRACTOR

7.2 Contractor Requirements

Contractor shall:

- 7.2.1 Have a minimum of three (3) years' experience in the last five (5) years providing medical care to HIV-positive clients.
- 7.2.2 Provide Co-located MCC with AOM Services. Please see SOW, Section 2.0 for definition of Co-located.
- 7.2.3 Have on staff a minimum of one (1) medical provider certified as a HIV/AIDS Specialist.
- 7.2.4 Be a licensed medical clinic located in Los Angeles County approved by the County of Los Angeles, DPH, Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health (CDPH).
- 7.2.5 Maintain a current and valid Medi-Cal certification.
- 7.2.6 Within sixty (60) days of contract award, become an AIDS Drug Assistance Program (ADAP) enrollment site as certified by the California Department of Public Health Services Office of AIDS.
- 7.2.7 Provide Medical Care Coordination services co-located with AOM Services in accordance with the specific requirements of Exhibit A, Statement of Work, Medical Care Coordination Services.
- 7.2.8 Provide all healthcare services by practitioners properly licensed by the State of California, and any prescription or dispensation of drugs or devices by a nurse practitioner must occur under physician supervision.
- 7.2.9 Utilize medical licensed health care professionals which includes physicians, physician assistants, and/or nurse practitioners who meet the qualifications of an HIV Specialist (as defined in Attachment 5 – Verification of Qualifications: HIV/AIDS Specialist Form).
- 7.2.10 Provide appropriate clinical supervision for mid-level/allied health practitioners such as physician assistants, nurse practitioners, advance practice nurses, and any other staff, as required.

7.2.11 Have medical providers with extensive clinical care experience and knowledge of direct management of antiretroviral therapy along with significant diagnostic and therapeutic experience in the ambulatory care of HIV-positive clients.

7.3 Personnel

7.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee on site shall be authorized to act for Contractor in assuring compliance with contractual obligations at all times.

7.3.2 Contractor must provide County with a roster of all administrative and program staff, including titles, degree(s) and contact information within thirty (30) days of the effective date of the contract.

7.3.3 Contractor must require employees to perform the required work in a ratio to be determined in contract negotiations and set forth in Contract. At least one (1) employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

7.3.4 Contractor shall be required to perform background checks of their employees, subcontractor/consultants as set forth in Paragraph 23, Administration of Contract, sub-paragraph D, Background & Security Investigations- of the Contract. All costs associated with the background and security investigation must be borne by the Contractor.

7.3.5 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each individual, volunteer, subcontractor and consultant providing AOM Services, according to the Contract, Paragraph 18N, Guidelines for Staff Tuberculosis Screening.

7.3.6 Contractor must ensure annual performance evaluations are conducted on all staff budgeted and performing services under the proposed contract to ensure program staff are meeting job duties as required.

- 7.3.7 Contractor must demonstrate recruitment and retention of AOM staff and must provide County a staff retention policies and procedures plan within thirty (30) days of the effective date of the contract.
- 7.3.8 Contractor must provide a Project Manager and designated alternate within thirty (30) days of the effective date of the contract.
 - 7.3.8.1 Project Manager must act as a central point of contact with the County. County must have access to the Project Manager during the normal working hours as designated in Section 7.0, Days/Hour of Work. Contractor must provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis during those hours.
 - 7.3.8.2 Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.
- 7.3.9 Contractor must identify a Project Director, and designated alternate within thirty (30) days from the effective date of the contract.
 - 7.3.9.1 The Project Director must be a licensed medical provider who at a minimum meets the qualifications of an HIV Physician Specialist as defined in Attachment 5, Verification of Qualifications: HIV/AIDS Specialist Form.
 - 7.3.9.2 The Project Director shall be available as a point of contact for the County and have full authority to act for Contractor on all matters relating to the daily operation of the Contract. County must have access to the Project Director via telephone, during normal clinic business hours Monday through Friday, between 8:00 a.m. and 5:00 p.m. and/or as required by contractual needs.

7.4 Training of Contractor's Staff

- 7.4.1 Contractor shall ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the Contract.
- 7.4.2 Contractor's testing and health care providers shall maintain up-to-date knowledge and skill levels in accordance with their respective job duties and with the rapidly expanding literature and information regarding approaches in the required work.
- 7.4.3 All employees shall be trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under this contract. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.5 Approval of Contractor's Staff and Subcontractors

- 7.5.1 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 Program Director.
- 7.5.2 Contractor and Subcontractor shall remove and replace personnel performing services under the Contract within thirty (30) days of the written request of the County. Contractor and/or Subcontractor shall send County written confirmation of the removal of the personnel in question.
- 7.5.3 County has the absolute right to approve or disapprove all of Contractor's subcontractors or consultants performing work hereunder and any proposed changes in subcontractor.
- 7.5.4 Contractor shall obtain approval of DHSP Director or his designee prior to signing any subcontractor or consultant agreement and shall give DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

7.6 Staff Retention Policies and Procedures

Contractor shall demonstrate recruitment and retention of staff and shall provide County a staff retention policies and procedures plan within thirty (30) days of the Contract start date.

7.7 Uniforms/Identification Badges

7.7.1 Dress code is business professional as defined by the Contractor.

7.7.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 23, Administration of Contract, subparagraph C – Contractor’s Staff Identification, of the Contract.

7.8 Materials, Supplies and/or Equipment

7.8.1 The purchase of all materials, supplies, and or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials, equipment, and or supplies that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance by the DHSP Director in order to be eligible for cost reimbursement.

7.8.2 In no event shall the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.

7.8.3 Any and all materials and equipment purchased under the Contract are the property of the County and must be returned to County in good working order at the end of the Term of the Contract.

7.8.4 The County will not provide the Contractor with any materials, supplies, and/or equipment.

7.9 Contractor’s Office

Contractor shall maintain an office in Los Angeles County with a telephone in the company’s name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints

which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

7.9.1 **Contractor's Facility:** Contractor must be a licensed medical clinic, approved by the County of Los Angeles, Department of Public Health, Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health (CDPH). Contractor shall maintain each facility in good repair and sufficient to facilitate high-quality, appropriate services. Contractor's facility and location shall satisfy each of the following requirements:

- a) Meets American's with Disabilities Act requirements for accessibility;
- b) Is near public transportation;
- c) Open during client-friendly hours (e.g., evenings, weekends);
- d) Free parking is available;
- e) All equipment needed is in working order;
- f) Privacy at the front (sign-in area) or reception desk;
- g) Free of graffiti and trash on grounds and in facility;
- h) Designated room for all medical services;
- i) Security provided outside and inside the facility;
- j) Confidential exam, treatment and interview rooms present and available for use;
- k) Clear, distinct outside signage; and
- l) Facilities are clean, well-lit, and clearly marked indicating location of services.

7.9.2 **Contractor's Service Delivery Site(s):** Contractor's facilities where services are to be provided hereunder are located at: To be determined.

Contractor shall request approval from DHSP in writing a minimum of thirty (30) days before terminating services at such locations and/or before commencing services at any other locations. Contractor must obtain prior written approval from DHSP before commencing services.

A memorandum of understanding shall be required for service delivery sites on locations or properties not owned or leased by

Contractor with the entity that owns or leases such location or property. Contractor shall submit all memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

7.9.3 Emergency and Disaster Plan:

Contractor shall submit to DHSP within thirty (30) days of the execution of the Contract an emergency and disaster plan, describing procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and clients.

7.10 Guidelines on Materials Review

7.10.1 Contractor shall obtain written approval from DHSP's Director or designee for all administrative and educational materials utilized in association with the delivery of services for the program prior to use in order to ensure that such materials adhere to community norms and values and are in compliance with all Contract requirements.

7.10.2 Contractor shall comply with federal, state, and local regulations regarding HIV or STD educational materials. Instructions on which educational materials need to be submitted for materials review can be found at the Interim Revision of the Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments and Educational Sessions located on the web at <http://www.cdc.gov/od/pgo/forms/hiv.htm>.

7.10.3 Additional information about materials review and related guidelines can be found at: <http://publichealth.lacounty.gov/dhsp/docs/MaterialReviewProtocol2016l.pdf> or by calling DHSP Materials Review at (213) 351-8094.

7.11 County's Data Management System

7.11.1 The County's data management system is used to standardize reporting and billing/invoicing, support program evaluation processes, and to provide DHSP and Contractor with information relative to the HIV and STD epidemic in Los Angeles County. Contractor shall ensure data quality, and compliance with all data submission requirements provided in writing by DHSP.

- 7.11.2 Contractor shall utilize County's data management system to register client's demographic/resource data; enter service utilization data; medical and support service outcomes; and record linkages/referrals to other service providers and/or systems of care.
- 7.11.3 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI) monthly.

7.12 People with HIV/AIDS Bill of Rights and Responsibilities

The County will administer the Contract according to the Contract, Paragraph 18M, People with HIV/AIDS Bill of Rights and Responsibilities.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

7.13 Emergency Medical Treatment

- 7.13.1 Contractor shall arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury.
- 7.13.2 Contractor shall have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

7.14 County's Commission on HIV

All services provided under the Contract should be in accordance with the standards of care as determined by the County of Los Angeles Commission on HIV (Commission). Contractor shall actively view the Commission website (<http://hivcommission-la.info/>) and where possible participate in the deliberations and respectful dialogue of the Commission to assist in the planning and operations of HIV prevention and care services in Los Angeles County.

7.15 Ryan White Service Standards

7.15.1 Contractor shall develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services as referenced in Paragraph 18L, Quality Management Plan. Such input can be collected using:

- a) Satisfaction survey tool;
- b) Focus groups with analysis and use of documented results; and/or
- c) Public meeting with analysis and use of documented results;
- d) Maintain visible suggestion box; or
- e) Other client input mechanism

7.15.2 Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon client's:

- a) Inability to produce income documentation;
- b) Non-payment of services (No fees shall be charged to individuals eligible to receive services under this Contract); or
- c) Requirement of full payment prior to services being delivered.

Additionally, sliding fee scales, billing/collection and financial screening must be done (if applicable) in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

7.15.3 Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include, but is not limited to:

- a) Maintaining files of eligibility and clinical policies;
- b) Maintaining files on individuals who are refused services; and the reason for the refusal.
- c) Documentation of eligibility and clinical policies to ensure they do not:
 - 1. Permit denial of services due to pre-existing conditions;
 - 2. Permit denial of services due to non-HIV related conditions (primary care); and
 - 3. Provide any other barriers to care due to a person's past or present health condition.

- 7.15.4 Contractor shall develop and maintain written policies for the following:
- a) Employee code of ethics;
 - b) Corporate compliance plan (for Medicare and Medicaid professionals);
 - c) Ethics standards or business conduct practices;
 - d) Discouraging soliciting cash or in-kind payment for awarding contracts, referring clients, purchasing goods or services, or submitting fraudulent billing;
 - e) Discouraging hiring of persons with a criminal record, and persons being investigated by Medicare or Medicaid;
 - f) Anti-kickback policies with implications; appropriate uses, and application of safe harbor laws. Additionally, contractor shall comply with Federal and State anti-kickback statutes, as well as the “Physician Self-Referral Law” or similar regulations; and
 - g) Plan that outlines reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

7.16 Screen for RWP Eligibility Prior to Provision of Services

By law, Ryan White HIV/AIDS Treatment Modernization Act of 2009 is the payer of last resort. As such providers are required to determine and verify an individual’s eligibility for services from all sources (See Attachment 4, Ryan White Program Eligibility Documentation and Verification) to ensure the individual is provided the widest range of needed medical and support services. This means a provider must coordinate benefits and ensure that the individual’s eligibility for other private or public programs is determined at the time of intake. Eligibility needs to be reconfirmed every six (6) months to determine if the client’s eligibility status for any other funding sources has changed. Providers will be required to verify what steps were taken to ensure Ryan White is the payer of last resort.

- 7.16.1 Each time a client presents for services, Contractor must verify the availability of client health insurance coverage (e.g., Medi-Cal, private, Medicare, etc.).
- 7.16.2 Additional eligibility documentation shall include, but not be limited to:

- a) HIV-positive diagnosis;
- b) Proof of Los Angeles County residency every six (6) months;
- c) Verification of client's income every six (6) months;
- d) A signed and dated Release of Information, which is compliant with the HIPAA, shall be conducted annually; and
- e) A signed and dated Limits of Confidentiality in compliance with State and federal Law.

7.17 Partner Services Referrals

Contractor must refer HIV-positive clients to DHSP's Partner Services (PS) for newly diagnosed HIV cases and new cases of reportable sexually transmitted infections.

7.17.1 Contractor shall ensure that PS is offered in accordance with procedures formulated and adopted by Contractor's staff; the Centers for Disease Control and Prevention (CDC); California law; California Department of Public Health (CDPH) – Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) – Office of AIDS (OA) guidelines; and the terms of this Contract.

7.17.2 Minimum services to be provided shall include, but not be limited to the following:

- a) Offer PS to newly diagnosed HIV-positive clients as part of a new patient evaluation.
- b) Offer PS to all clients as a routine part of service delivery.
- c) Upon acceptance by client, contractor shall provide and/or refer HIV-positive persons to PS.
- d) Based on client's selection, PS shall include but not be limited to the following types of disclosure:
 - 1. *Self-Disclosure*: this approach (sometimes called client disclosure) is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.
 - 2. *Dual Disclosure*: this method of partner notification involves the client disclosing his/her HIV-positive status

to a partner in the presence of the provider in a confidential and private setting.

3. *Anonymous Third-Party Disclosure*: this is a notification strategy where, with the consent of the original client, the Public Health Department takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV.
4. *Client Defers Action*: if the client does not feel comfortable using anonymous third-party disclosure, the provider shall work with the client to develop a plan to revisit the issue.

7.17.3 Confidentiality of information: minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose HIV/STD information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected clients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved.

7.18 Provide Culturally Appropriate and Linguistically Competent Services

7.18.1 Contractor shall provide AOM Services with non-judgmental, culture affirming attitudes that convey a culturally and linguistically competent approach that is appropriate and attractive to the client.

7.18.2 Contractor shall maintain a proven, successful track record serving RWP clients by effectively addressing HIV infection within the appropriate social context for each client.

8.0 HOURS/DAY OF WORK

The Contractor shall provide AOM Services concurrently with MCC Services during the hours that are the most effective and convenient for the clients. Hours

may be the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also include alternate hours such as evenings, late nights, and weekends. Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Cesar Chavez Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

9.0 WORK SCHEDULES

- 8.1 Contractor shall maintain a work schedule for each location/facility and submit to the County Project Manager upon request. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames of the tasks to be performed by day of the week and morning, afternoon, and/or evening hours.
- 8.2 Contractor shall notify County Project Manager when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager within thirty (30) working days prior to scheduled time for work.

EXHIBIT B

(AGENCY NAME)

AMBULATORY/OUTPATIENT MEDICAL (AOM) SERVICES

SCHEDULE(S)

SCHEDULE 1

**AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL
FEE-FOR-SERVICE**

Budget Period
March 1, 2019
Through
February 29, 2020

FEE FOR SERVICE CALCULATION	
	AMOUNT
Total Maximum Obligation	\$0
Projected Number of Units of Service	0
Rate per Unit of Service	\$0

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 2

**AMBULATORY/OUTPATIENT MEDICAL,
LABORATORY SERVICES**

Budget Period
March 1, 2019
Through
February 29, 2020

ALLOCATION	AMOUNT
Laboratory	
Total Maximum Obligation	\$0

During the term of this Contract, Contractor will be reimbursed for laboratory services not to exceed the amount listed in this schedule.

SCHEDULE 3

**AMBULATORY/OUTPATIENT MEDICAL,
IMAGING SERVICES**

Budget Period
March 1, 2019
Through
February 29, 2020

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$0

During the term of this Contract, Contractor will be reimbursed for imaging services not to exceed the amount listed in this schedule.

SCHEDULE 4

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
NON-AIDS DRUG ASSISTANCE PROGRAM (ADAP) PHARMACY SERVICES**

Budget Period
March 1, 2019
Through
February 29, 2020

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$0

During the term of this Contract, Contractor will be reimbursed for Non-ADAP Pharmacy services not to exceed the amount listed in this schedule.

SCHEDULE 5

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL
FEE-FOR-SERVICE**

Budget Period
March 1, 2020
Through
February 29, 2021

FEE FOR SERVICE CALCULATION	AMOUNT
Total Maximum Obligation	\$0
Projected Number of Units of Service	0
Rate per Unit of Service	\$0

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 6

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
LABORATORY SERVICES**

Budget Period
March 1, 2020
Through
February 28, 2021

ALLOCATION	AMOUNT
Laboratory	
Total Maximum Obligation	\$0

During the term of this Contract, Contractor will be reimbursed for laboratory services not to exceed the amount listed in this schedule.

SCHEDULE 7

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
IMAGING SERVICES**

Budget Period
March 1, 2020
Through
February 28, 2021

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$0

During the term of this Contract, Contractor will be reimbursed for imaging services not to exceed the amount listed in this schedule.

SCHEDULE 8

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
NON-AIDS DRUG ASSISTANCE PROGRAM (ADAP) PHARMACY SERVICES**

Budget Period
March 1, 2020
Through
February 28, 2021

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$0

During the term of this Contract, Contractor will be reimbursed for Non-ADAP Pharmacy services not to exceed the amount listed in this schedule.

SCHEDULE 9

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL
FEE-FOR-SERVICE**

Budget Period
March 1, 2021
Through
February 29, 2022

FEE FOR SERVICE CALCULATION	AMOUNT
Total Maximum Obligation	\$0
Projected Number of Units of Service	0
Rate per Unit of Service	\$0

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 10

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
LABORATORY SERVICES**

Budget Period
March 1, 2021
Through
February 28, 2022

ALLOCATION	AMOUNT
Laboratory	
Total Maximum Obligation	\$0

During the term of this Contract, Contractor will be reimbursed for laboratory services not to exceed the amount listed in this schedule.

SCHEDULE 11

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
IMAGING SERVICES**

Budget Period
March 1, 2021
Through
February 28, 2022

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$0

During the term of this Contract, Contractor will be reimbursed for imaging services not to exceed the amount listed in this schedule.

SCHEDULE 12

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
NON-AIDS DRUG ASSISTANCE PROGRAM (ADAP) PHARMACY SERVICES**

Budget Period
March 1, 2021
Through
February 28, 2022

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$0

During the term of this Contract, Contractor will be reimbursed for Non-ADAP Pharmacy services not to exceed the amount listed in this schedule.

STATEMENT OF WORK
MEDICAL CARE COORDINATION (MCC) SERVICES

EXHIBIT A, STATEMENT OF WORK, MCC SERVICES

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1.0 DESCRIPTION

The County of Los Angeles (County), Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) Medical Care Coordination (MCC) model uses a multi-disciplinary team approach to facilitate behavioral interventions, conduct outreach, and coordinate support services to promote improved health outcomes for persons living with HIV (PLWH). MCC Services team members deliver client-centered activities, co-located at the client's medical home, that focus on addressing health status, engagement and retention in care, adherence to antiretroviral medications, and HIV risk reduction, as well as coordination and integration of all services along the continuum of care for PLWH.

MCC Services ensure timely and coordinated access to medically appropriate levels of health and support services, and continuity of care, through ongoing assessment of the client's needs and personal support systems. MCC includes brief interventions focusing on client education and treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments; risk reduction activities, including partner notification services to reduce transmission of HIV to partners and acquisition of other sexually transmitted disease (STD) infections among clients; disclosure assistance to help clients with informing family members of their HIV status in order to increase social support networks; and other interventions that contribute to an increase in a client's ability to advocate for themselves while accessing the continuum of HIV services.

MCC Services are funded through the use of federal Department of Health and Human Services (DHHS) Health Resources and Services Administration (HRSA) Ryan White Program (RWP) Part A funds.

1.1 DHSP Program Goal and Objectives

The DHSP goals and objectives for MCC Services are described in Table 1.

TABLE 1 - MEDICAL CARE COORDINATION GOALS AND OBJECTIVES	
PRIMARY GOAL	<i>Improve individual-level health outcomes and well-being of persons living with HIV and prevent transmission of HIV.</i>
MCC GOALS	<ol style="list-style-type: none">1. Improve retention in HIV care.2. Improve adherence to antiretroviral therapy (ART).3. Improve client capacity for self-care.

OBJECTIVES	<p>A. Increase the number of individuals retained in HIV care.</p> <p>B. Increase adherence to antiretroviral therapy (ART).</p> <p>C. Facilitate access and linkage to appropriate services in the continuum of care.</p> <p>D. Promote sexual risk reduction strategies to reduce STD infections and transmission of HIV among PLWH.</p>
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2.0 DEFINITIONS

- 2.1 **Ambulatory Outpatient Medical (AOM) Services:** Evidence-based preventive, diagnostic, and therapeutic medical services provided through outpatient medical clinics by California-licensed health care professionals to PLWH in an outpatient clinic setting.
- 2.2 **Co-located Services:** MCC and AOM services located in the same building where there is a high degree of collaboration and communication between health care professionals, including information sharing related to client care and establishment of comprehensive treatment plans to address clients' biological, psychological, and social needs.
- 2.3 **Contractor's Project Manager:** Contractor's designee responsible to administer the Contract operations and to liaise with the County after the Contract award.
- 2.4 **County's Project Director:** Person designated by County with authority to resolve contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.5 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. Responsible for managing inspection of all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 **Integrated Comprehensive Assessment (ICA):** Cooperative and interactive face-to-face interview process during which the medical, physical, psychosocial,

environmental, and financial strengths, needs, and available resources are identified and evaluated for all family household members living with HIV/AIDS.

- 2.9 **Medical Care Coordination (MCC) Services:** A multi-disciplinary team consisting of two (2) or more of the following: A Medical Care Manager (MCM), Patient Care Manager (PCM), Case Worker (CW) and Retention Outreach Specialist (ROS) who work together to facilitate behavioral interventions, conduct outreach, and coordinate support services to promote improved health outcomes for PLWH. MCC Services team members deliver client-centered activities that focus on addressing health status, engagement and retention in care, adherence to HIV medications, and HIV risk reduction.
- 2.10 **Partner Services (PS):** A voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners (NP) are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed by the NP and the provision of appropriate HIV risk reduction intervention based on the NP need.

3.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by the Contractor shall include, but not be limited to, the following:

3.1 Provide MCC Services to Persons Living with HIV.

Contractor shall provide MCC services to persons living with HIV in accordance with standards of care and MCC guidelines. Services shall be prioritized for newly diagnosed persons living with HIV and the MCC team shall work diligently to reengage individuals lost to care. Contractor must provide MCC services (either Tier 1 or Tier 2), via an MCC team, to clients living with HIV in Los Angeles County. See SOW, Sections 7.3 and 7.4 for a description of the MCC team composition.

MCC Services, delivered by an MCC team, include the following activities:

- 3.1.1 Conduct client screening to determine a client's need for follow-up by the MCC team. MCC teams shall prioritize services to engage newly diagnosed individuals into HIV medical care. At a minimum, screening

shall be conducted every six months, unless the client is currently enrolled in the MCC program.

- 3.1.2 Contact clients identified through the MCC Services screening process as needing MCC Services and extend an invitation to participate in the program. It should be notated who accepts, declines, or cannot be reached.
- 3.1.3 Enroll clients who agree to participate into the MCC Services program. This process involves contacting the client to determine whether they wish to participate, introducing the service to the client, scheduling clients for assessment, and documenting the outcome of the process in the DHSP data management system.
- 3.1.4 Conduct Integrated Comprehensive Assessment (ICA) by evaluating the client's need for MCC services.
 - 3.1.4.1 Conduct assessment utilizing the standardized medical care coordination assessment form developed by DHSP.
 - 3.1.4.2 The ICA shall be completed within thirty (30) days of the initiation of active MCC services and entered into the County's data management system.
 - 3.1.4.3 The Medical Care Manager (MCM) and Patient Care Manager (PCM) shall conduct the ICA together in partnership with the client to assess each client's medical and bio-psychosocial needs, to identify barriers to HIV treatment access and adherence, and HIV risk reduction.
 - 3.1.4.4 An ongoing integrated care reassessment of the client's needs shall be done according to the client's current acuity level. A client's acuity level is based on the assessment and determines service intensity. MCC services shall be provided in accordance with their acuity status (see SOW, Section 3.1.5).
 - 3.1.4.5 ICA's shall, at a minimum, assess history, client's strengths, needs, and available resources in the following areas: Health status including, but not limited to, HIV viral suppression and

immune health; co-morbidities (e.g., TB, hepatitis, sexually transmitted infections); physical mobility/activities of daily living ; nutrition needs; access to HIV medication and treatment services; treatment adherence; basic life necessities; health literacy and HIV education; culture, religion, and spirituality; support systems and relationships; sexual risk behavior; HIV disclosure; substance use history and addiction issues; mental health; and legal issues, including arrest history.

3.1.4.6 Following the completion of each client's initial ICA, the MCM and PCM shall case conference to discuss client service needs and care plan development.

3.1.5 Determine client's acuity level which is automatically calculated and generated when the ICA is entered into DHSP's data management system, determining the service intensity needed. Intensity and frequency of MCC services shall be determined by client acuity. Client acuity will fluctuate over time as reassessments are done and shall be determined based on information collected from the most recently conducted ICA. It is an expectation of the program that client acuity will reduce over time due to interventions delivered by the MCC team that resolve barriers to treatment access, adherence and risk reduction, and promote greater self-sufficiency among clients.

3.1.6 Develop an integrated care plan (ICP) with information gathered from the most recent ICA within two (2) weeks of the assessment/reassessment completion.

3.1.6.1 The MCM and PCM shall develop an integrated care plan together in partnership with every active MCC client. The MCC team will case conference following the Integrated Comprehensive Assessment/Reassessment's completion and consult with the client's healthcare team to ensure that the identified medical and support service needs are addressed and included in the client's integrated care plan. The MCC team shall ensure that all client needs are identified and prioritized so that the most important services for clients are made available as soon as possible. Plans should be client centered and informed by the ICA.

3.1.6.2 The ICP shall include the following: A description of the problem(s), challenge(s) or need; goals for resolving each problem, challenge or need; action steps to be taken to accomplish each goal; person responsible for accomplishing action steps; time frames in which services are to be provided; barriers to accomplishing the goals, if applicable; and dated signatures of the client and case manager.

3.1.6.3 The ICP must be updated to reflect the completion of existing goals, and the identification and prioritization of new goals, including the client's current acuity level. If the client's acuity level fluctuates, service intensity must be adjusted accordingly.

3.1.7 Deliver brief interventions designed to promote behavior change and wellness for active MCC clients. To assist client's with changing their sexual risk behavior, MCMs and PCMs should utilize well-defined strategies to move the client toward the end goal of self-motivation to change behavior. Brief interventions are integral steps of the process toward behavior change, ranging from pre-contemplation to action/maintenance, that enhance client motivation and self-efficacy to become an active participant in their HIV medical care and well-being. The goals of the interventions are to support optimal retention in care, compliance with medical and service specifications, and risk behavior reduction to prevent the spread of infection. Brief interventions are not a substitute for specialized care for clients with a high level of need. Brief interventions focus on, but may not be limited to:

- a) Promoting Antiretroviral Therapy (ART) adherence;
- b) Risk reduction counseling;
- c) Engagement and re-engagement in HIV care;
- d) Behavioral health; and
- e) Disclosure assistance.

3.1.7.1 Contractor shall ensure that the MCC team provides the following interventions according to the client's need(s), as identified during the ICA and any subsequent reassessments:

- a) *Promoting ART adherence* – Such sessions shall assist clients to increase their ability to adhere to HIV/AIDS medication

treatments through client-centered, tailored interventions that focus on the client's barriers, with the intent of reducing non-adherence.

- b) *Risk reduction counseling* – the MCC team shall provide risk reduction/harm reduction sessions for clients that are actively engaging in behaviors that put them at risk for transmitting HIV or acquiring other Sexually Transmitted Infections (STIs). Risk reduction counseling builds on HIV/STD knowledge to motivate and empower clients with strategies to reduce their risk of HIV/STD transmission and acquisition. Such sessions shall assist clients in initiating and sustaining behaviors that reduce risk of contracting or transmitting HIV/STDs through sex and substance-using behaviors.
- c) *Engagement in Care activities* – Engagement in Care activities include reaching out to locate clients who have not attended an HIV medical appointment. Staff shall engage clients in HIV care by assisting them in removing barriers that keep them out of care through the provision of tailored interventions.
- d) *Behavioral Health sessions* – Brief interventions for behavioral health are designed to motivate clients to change their behavior – reduce substance use (alcohol, drugs and/or tobacco), manage stress, and cultivate sources of support – in the immediate future. Brief interventions are intended for clients with less severe behavioral health issues (moderate acuity for the mental health and/or substance use domains) who do not need a referral to additional mental health or addiction treatment and services.
- e) *Disclosure Assistance and Partner Notification sessions* – the MCC team shall provide disclosure and partner notification assistance for clients that have not disclosed their HIV status to partner(s) or family member(s). This entails supporting the client through the process of disclosure, which includes motivating clients to disclose; explaining and exploring disclosure options; assisting with disclosure planning; assessing for intimate partner/domestic violence if involving sex or needle-sharing partner(s) (or family members that clients may be economically dependent on); and/or eliciting partner information if the client chooses anonymous 3rd party disclosure for sex or needle-sharing partner(s).

3.1.8 Follow-up and monitor clients' progress. These activities involve ongoing contact and interventions with clients to achieve goals, evaluate whether services are consistent with the needs of the client, and determine if any changes to goals are necessary. Additionally, these activities must ensure that referrals are linked and services are obtained in a timely, coordinated manner. Special attention shall be paid to clients with multiple and/or complex needs; especially to clients that have missed one (1) or more HIV medical appointments within the last seven (7) months.

3.1.8.1 The MCC team shall actively assist clients in resolving barriers to completing referrals and accessing, maintaining, and adhering to services.

3.1.8.2 The MCC team shall maintain ongoing contact with all clients to check on their progress towards meeting ICP goals, including attempts to change behavior and reduce risk, and providing assistance in accessing service referrals. For the purposes of this Contract, "contact" is defined as a communicative interaction with the client. Contact is not defined as leaving a message for the client. Contact means that the provider communicated directly with the client. Such contacts shall be completed as follows:

- a) The MCC team shall actively follow-up with clients who have missed a MCC appointment within twenty-four (24) hours of the broken appointment. If follow-up activities are not appropriate or cannot be conducted within the twenty-four (24) hour time-period, the MCC provider shall document reason(s) follow-up was delayed;
- b) Documentation of contact shall consist of current dated and signed progress notes, including, but not limited to, description of all client contacts and actions taken on behalf of the client, including time spent, date, type of contact and Case Worker signature;
- c) Description of what occurred during contact;
- d) Changes in the client's condition or circumstances;
- e) Progress made towards achieving the goals identified in the ICP and status of client's HIV medical treatment and access to care;

- f) Barriers identified in completing ICP goals and actions taken to resolve the barriers;
- g) Current status and results of referrals, linkages, and interventions, including any barriers and actions taken to resolve those barriers; and
- h) Indication of the need or desire for continued MCC services.

3.1.9 Re-engage in care those clients who are lost to follow-up. This includes attempting to locate unreachable clients that have missed an HIV medical or MCC appointment. The ROS must employ a variety of intensive outreach methods that go beyond the clinic, including visiting the client's last known address, contacting client's other service providers, researching whether the client is incarcerated, and other methods to bring the client back into HIV care. Tier 2 clinics do not receive funding for an ROS, therefore, the PCM and MCM should attempt to reengage clients who are lost to care by contacting their emergency contacts and employing strategies that can be conducted from the clinic.

3.1.9.1 Contractor should refer lost to care clients to DHSP's Linkage and Reengagement Program.

3.1.9.2 Contractor shall provide client re-engagement interventions to reengage clinic clients who have not attended an HIV medical appointment for seven (7) months or longer.

3.1.10 Multidisciplinary Case Conference among care team to ensure coordinated client care and follow-up. The goal of multidisciplinary case conferencing shall be to provide coordinated and integrated client services across providers, and to reduce duplication. Case conferencing should identify or clarify issues regarding a client's status, needs, and goals; to review activities including progress and barriers towards goals; to map roles and responsibilities; to resolve conflicts or strategize solutions; and to adjust current service plans. These conferences are essential to provide seamless care for clients with complex multidisciplinary care needs. Conferences are attended by a variety of professionals (physicians, MCC team, clinical nursing staff, social workers, dentists, mental health specialists, nutritionists, substance abuse treatment counselors, prevention counselors, and others directly involved in the client's care) who present

their cases for discussion to receive consultation from other professionals involved in the client's care.

3.1.10.1 Contractor shall ensure that the MCC team presents all new MCC clients to case conference no more than thirty (30) days after initial enrolment into MCC services.

3.1.10.2 Documentation of multidisciplinary activities shall include, but not be limited to, the following and shall be maintained within the client record:

- a) Date of case conference and client name or identification number;
- b) Name, title, and signature of case conference participants;
- c) Psychosocial issues and concerns identified; and
- d) Description of interventions to be implemented.

3.2 Promote the Availability of MCC Services and Assess Client Satisfaction

3.2.1 Contractor must promote the availability of MCC Services to PLWH, professional communities and other HIV services providers.

3.2.2 Contractor must perform assessments of client's needs and satisfaction by conducting random, anonymous client surveys, at a minimum, annually. The surveys shall be documented and include demographic information.

3.3 Comply with DHSP Medical Care Coordination Guidelines

Contractors with MCC Service contracts are required to comply with current DHSP MCC guidelines as described at: <http://publichealth.lacounty.gov/dhsp/MCC.htm>.

3.4 Co-location of HIV Medical Services and Medical Care Coordination Services

3.4.1 MCC Services must be co-located and provided concurrently with HIV medical care. As a result, Contractors must adhere to and implement all provisions required by the Department of Health and Human Services HIV treatment guidelines, available at <https://aidsinfo.nih.gov/>.

3.4.2 All client clinical and health services records must be co-located in a medical record (medical chart) and/or an electronic health record (medical record in digital format).

3.5 Provide Strong Linkages to Care

3.5.1 Contractor shall ensure that eighty-five percent (85%) of clients are linked to needed psychosocial and risk reduction services as determined by the ICA (i.e. substance use addiction services, mental health services, and Partner Services).

3.5.2 Documentation of all referrals and linkages shall be updated on an ongoing basis utilizing the County's Referral Module data system.

3.5.3 Contractor shall ensure that for all clients' partners who are identified as HIV-positive, MCMs link identified HIV-positive partners to HIV medical services.

3.5.4 Contractor shall work closely with HIV testing programs to fast track newly diagnosed individuals living with HIV into HIV medical care. Newly diagnosed individuals shall be linked to HIV care within fourteen (14) days of referral to the MCC program.

3.6 Comply with State HIV, STD, and Hepatitis Reporting Requirements

Contractors must adhere to all State HIV, STD, and hepatitis reporting requirements which can be found at:

<http://publichealth.lacounty.gov/cdcp/proreporting.htm>.

3.7 Comply with and Maintain Administrative Procedures and Operational Protocols

3.7.1 Contractor must comply with HIV standards of care. All services provided under this Contract must be in accordance with the Division of HIV and STD Programs' Medical Care Coordination Services Guidelines and standards of care as determined by the Los Angeles County Commission on HIV.

3.7.2 Contractor (and any subcontractors) must maintain client program records co-located with client's medical records.

3.7.2.1 Contractor must ensure adequate MCC program records are kept on each individual client, which must be current and provide detail, consistent with good professional practice, in accordance with the California Code of Regulations and HIPAA Privacy Rules.

3.7.2.2 Such records must include, but not be limited to: admission record, client interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

3.7.2.3 Client MCC intake records shall be kept and shall consist of, at a minimum, the following required documentation to be maintained within the client record:

- a) Completed ICA/reassessments;
- b) Current and appropriate care plan;
- c) Progress notes documenting client status, condition, and response to interventions, procedures, medications;
- d) Specialty consultation reports;
- e) Documentation of referrals and linkages;
- f) Documentation of case conference and clinical supervision; and
- g) Documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services.

3.7.3 Contractor must comply with all reporting requirements. As directed by DHSP, Contractor must submit monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time-period for each requested report. Reports must include all the required information relating to the promotion and provision of MCC services and is to be completed in the designated format.

3.7.3.1 Contractor must report all required Ryan White Service Report data to DHSP.

3.7.4 Contractor shall obtain written approval from DHSP's Director, or designee, for all forms and procedures utilized in association with this Contract prior to its implementation.

3.7.4.1 Contractor shall submit for approval such forms and procedures to DHSP at least thirty (30) days prior to the projected date of implementation.

3.7.4.2 For the purposes of this Contract, forms and procedures include, but are not limited to: intake/assessment, service plan, clinical supervision, case conference, case closure, release of information, consent for services, limits of confidentiality, patient rights and responsibilities, and grievance procedures.

3.7.5 Contractor shall review, at a minimum once every six (6) months, each client record/file to assess whether required documentation is completed properly, in a timely manner, and maintained within client records.

3.7.5.1 Administrative coordinator shall ensure that documents not in client record upon review, are included and maintained in client records and conduct a follow-up to ensure that necessary corrections have been made.

3.7.5.2 Client record review shall consist of the following required documentation:

- a) Checklist of required documentation signed and dated by the individual conducting the record review;
- b) Written documentation identifying steps to be taken to rectify missing or incomplete documentation; and
- c) Date of resolution of required documentation omission. Client record reviews shall be maintained within each client record.

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

4.1 Contractors must obtain permission from the Director of DHSP or his designee at least sixty (60) days prior to the addition/deletion of service facilities, specific tasks and/or work hour adjustments.

4.2 All changes must be made in accordance with Paragraph 8, Alteration of Terms/Amendments of the Contract.

5.0 QUALITY MANAGEMENT PROGRAM

The Contractor shall implement a Quality Management (QM) Program, as defined in the Contract, Paragraph 18O, Quality Management, Paragraph 18P, Quality Management Plan, and Paragraph 18Q, Quality Management Program Monitoring, that assesses the extent to which the HIV and STD-related testing and treatment provided are consistent with federal, State, and local standards of HIV and STD testing and treatment.

6.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 38, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

6.1 Meetings

Contractor shall meet with the County as requested.

6.2 County Observations

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

7.0 RESPONSIBILITIES

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

COUNTY

7.1 Personnel

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

7.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

- 7.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 7.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alterations of Terms/Amendments.

CONTRACTOR

7.2 Contractor Requirements

Contractor shall:

- 7.2.1 Provide MCC services at a clinic site(s) located in Los Angeles County.
- 7.2.2 Provide MCC Services co-located with Contractor's HIV AOM services.

7.3 Personnel

- 7.3.1 Contractor must provide County with a roster of all administrative and program staff, including titles, degree(s) and contact information within thirty (30) days of the effective date of the contract.
- 7.3.2 Contractor must assign a sufficient number of employees to perform the required work at each service delivery site where services are provided. At least one (1) employee on site must be authorized to act for Contractor in assuring compliance with contractual obligations at all times.
- 7.3.3 Contractor must assign a Project Manager and designated alternate, who serve separately from the MCC Services team.
 - 7.3.3.1 Project Manager must act as a central point of contact with the County. The County must have access to the Project Manager during standard business hours, Monday through Friday, between 8:00 a.m. and 5:00 p.m., and/or as required by contractual needs. Contractor must provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis during those hours.
 - 7.3.3.2 Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the

Contract. Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

7.3.4 Contractor must provide a multi-disciplinary team approach to service provision. Team member numbers vary depending on the size of the clinic's client population.

- **Tier 1 clinics** are those that have a current client census population of 150 clients or more living with HIV/AIDS. Tier 1 MCC teams shall be comprised of a Medical Care Manager, Patient Care Manager, Retention Outreach Specialist, and a Case Worker at a Full Time Equivalent (FTE) level relevant to funding received.
- **Tier 2 clinics** are those that have a current client census population of 149 clients or fewer. Tier 2 MCC teams shall be comprised of a Medical Case Manager and Patient Care Manager at an FTE level relevant to funding received.

Note: For a Contractor to receive a 100% full-time Tier 1 MCC team, a minimum of 209 clients must be enrolled in MCC.

All clinics, regardless of size, shall have MCC teams in place within 30 days of the contract start date (See SOW, Section 7.4).

7.3.5 Contractor is required to perform background checks of their employees and subcontractors/consultants as set forth in Administration of Contract, Paragraph 23, sub-paragraph D – Background and Security Investigations, of the Contract. All costs associated with the background and security investigation must be borne by the Contractor.

7.3.6 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each individual, volunteer, subcontractor and consultant providing MCC Services, according to the Contract, Paragraph 18P, Guidelines for Staff Tuberculosis Screening.

7.3.7 Contractor must ensure annual performance evaluations are conducted on all staff budgeted and performing services under the proposed contract to ensure program staff are meeting job duties as required.

7.3.8 Contractor must demonstrate recruitment and retention of MCC staff and must provide County a staff retention policies and procedures plan within thirty (30) days of the Contract start date.

7.4 MCC Team Staffing Requirements

The Contractor's MCC Services team must be in place within thirty (30) days from the contract start date. The MCC Services team must conduct the following scope of work and must possess the following education/skills noted below for each position:

7.4.1 **Medical Care Manager (MCM):** The MCM conducts assessments and integrated care planning in conjunction with the PCM. The MCM also provides follow-up and monitoring of clients' progress towards meeting care plan goals in conjunction with the rest of the MCC team members. Medical care managers conduct brief interventions designed to meet the needs of clients who are experiencing difficulty with medical and/or medication adherence; changes in HIV health status; acquisition of STDs; multiple health diagnoses that affect their HIV infection, and other related issues. The MCM ensures the client's biomedical needs are met and that their care is coordinated. MCMs assist clients through the provision of brief interventions focused on client education, treatment adherence, managing medication side effects, co-infections, preventative care, and HIV risk reduction. The MCM must possess a current valid registered nurse (RN) license in the State of California. The MCM shall NOT perform clinical nursing duties.

7.4.2 **Patient Care Manager (PCM):** The PCM ensures the comprehensive and thorough assessment of a client's psychosocial needs, particularly as they relate to behavioral health and addiction issues. PCM also conducts brief interventions focused on addressing clients' barriers to adherence, risk reduction, and other related issues. The PCM works on improving clients' status as it relates to addiction issues, mental health distress, risk reduction, and disclosure of HIV status. In conjunction with the MCM, the PCM conducts assessments, integrated care planning, and monitoring of client's progress. The PCM follows-up and monitors progress to determine whether goals are being met or need revision. The PCM must possess a Master's degree in one of the following disciplines: 1) social work, 2) counseling, 3) psychology, 4) marriage and family counseling, or 5) human and social

services. The PCM shall NOT perform psychotherapy or mental health counseling duties.

7.4.3 **Retention Outreach Specialist (ROS):** The ROS is integrated into the MCC team and works closely with team members in identifying, locating, and re-engaging clients back into HIV care. The ROS is responsible for providing outreach, linkage, and reengagement services. The Retention Outreach Specialist conducts field outreach services to locate clinic clients that are deemed to be “out of care.” The ROS provides mobile services at locations where those in need are located. The ROS is responsible for engaging out of care clients back into care. The ROS must possess a minimum of three years’ experience doing one of the following: 1) conducting field outreach to HIV vulnerable populations; 2) providing HIV linkage and/or reengagement services; 3) providing HIV case finding services; OR 4) working as a HIV patient navigator providing field services.

7.4.4 **Case Worker (CW):** The CW addresses clients’ socioeconomic needs and assists the MCM and PCM with client monitoring, linkage to services, updating care plan results, following up with clients, and tracking outcomes. Additionally, the CW acts as the liaison between HIV Counseling and Testing sites and the medical clinic to ensure that new clients are enrolled in medical care seamlessly and in a timely fashion. The CW must possess either a Bachelor’s degree in: 1) nursing, 2) social work, 3) counseling, 4) psychology, 5) sociology, or 6) human services; **OR** be a licensed vocational nurse (LVN) in good standing and licensed by the California Board of Nursing.

7.5 Training of Contractor’s Staff

7.5.1 Contractor shall ensure that at hire, the MCC staff possesses the appropriate skills to provide adequate MCC services. Contractor shall provide MCC staff with ongoing training related to the provision of MCC Services. Contractor must provide all program staff, contractors, and/or subcontractors appropriate training as well as continuing in-service training for all program staff, consultants and/or subcontractors mandated by the terms and conditions of the contract and/or Additional Provisions. Contractor's staff, consultants and subcontractors must possess the adequate knowledge and skills to perform the duties for their positions and they must maintain up-to-date knowledge and skill

levels in accordance with the rapidly expanding literature and information regarding coordination of care and prevention approaches in the HIV field.

7.5.2 Contractor shall ensure ongoing staff development of each MCM, PCM, PRS, and CW at a minimum of sixteen (16) hours per year. Staff development and enhancement activities shall include, but not be limited to:

a) Trainings related to medical care coordination issues, risk reduction, mental health, addiction, HIV disease progression, HIV/AIDS medications, and treatment adherence including:

1. HIV/AIDS medical and treatment updates;
2. Risk behavior and prevention interventions;
3. Substance use and addiction treatment;
4. Mental health and HIV/AIDS; and
5. Marginalized populations such as the homeless and formerly incarcerated.

b) Verification of participation in staff training, development and enhancement activities shall be maintained in each personnel record. Staff development and enhancement shall consist of the following required documentation:

1. Date, time, and location of function and function type;
2. Name of sponsor or provider of function; and
3. Certificate of completion.

7.5.3 All employees shall be trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under this contract. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.6 Approval of Contractor's Staff and Subcontractors

7.6.1 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 Program Director.

- 7.6.2 Contractor shall remove and replace personnel performing services under the Contract within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.
- 7.6.3 County has the absolute right to approve or disapprove all of Contractor's subcontractors or consultants performing work hereunder and any proposed changes in subcontractor.
- 7.6.4 Contractor shall obtain approval of DHSP Director or his designee prior to signing any subcontractor or consultant agreement and shall give DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

7.7 Staff Retention Policies and Procedures

Contractor shall demonstrate recruitment and retention of staff and shall provide County a staff retention policies and procedures plan within thirty (30) days of the Contract start date.

7.8 Uniforms/Identification Badges

- 7.8.1 Dress code is business professional as defined by the Contractor.
- 7.8.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 23, Administration of Contract, sub-paragraph C – Contractor's Staff Identification, of the Contract.

7.9 Materials, Supplies and/or Equipment

- 7.9.1 The purchase of all materials, supplies, and or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials, equipment, and or supplies that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance by the DHSP Director to be eligible for cost reimbursement.
- 7.9.2 In no event shall the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.

7.9.3 Any and all materials and equipment purchased under the Contract are the property of the County and must be returned to County in good working order at the end of the Term of the Contract.

7.9.4 The County will not provide the Contractor with any materials, supplies, and/or equipment.

7.10 Contractor's Office

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

7.10.1 **Contractor's Facility:** Contractor must be a licensed medical clinic, approved by the County of Los Angeles, Department of Public Health, Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health (CDPH). Contractor shall maintain each facility in good repair and sufficient to facilitate high-quality, appropriate services. Contractor's facility and location shall satisfy each of the following requirements:

- a) Meets American's with Disabilities Act requirements for accessibility;
- b) Is near public transportation;
- c) Open during client-friendly hours (e.g., evenings, weekends);
- d) Free parking is available;
- e) All equipment needed is in working order;
- f) Privacy at the front (sign-in area) or reception desk;
- g) Free of graffiti and trash on grounds and in facility;
- h) Designated room for all medical services;
- i) Security provided outside and inside the facility;
- j) Confidential exam, treatment and interview rooms present and available for use;
- k) Clear, distinct outside signage; and
- l) Facilities are clean, well-lit, and clearly marked indicating location of services.

- 7.10.2 **Contractor's Service Delivery Site(s):** Contractor's facilities where services are to be provided hereunder are located at: To be determined.

Contractor shall request approval from DHSP in writing a minimum of thirty (30) days before terminating services at such locations and/or before commencing services at any other locations. Contractor must obtain prior written approval from DHSP before commencing services.

A memorandum of understanding shall be required for service delivery sites on locations or properties not owned or leased by Contractor with the entity that owns or leases such location or property. Contractor shall submit all memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

- 7.10.3 **Emergency and Disaster Plan:**

Contractor shall submit to DHSP within thirty (30) days of the execution of the Contract an emergency and disaster plan, describing procedures and actions to be taken in the event of an emergency, disaster, or disturbance to safeguard Contractor's staff and clients.

7.11 Guidelines on Materials Review

- 7.11.1 Contractor shall obtain written approval from DHSP's Director or designee for all administrative and educational materials utilized in association with the delivery of services for the program prior to use to ensure that such materials adhere to community norms and values, and are in compliance with all Contract requirements.
- 7.11.2 Contractor shall comply with federal, state, and local regulations regarding HIV or STD educational materials. Instructions on which educational materials need to be submitted for materials review can be found at the Interim Revision of the Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments and Educational Sessions located on the web at <http://www.cdc.gov/od/pgo/forms/hiv.htm>.
- 7.11.3 Additional information about materials review and related guidelines can be found at: <http://publichealth.lacounty.gov/dhsp/docs/MaterialReviewProtocol2016l.pdf> or by calling DHSP Materials Review at (213) 351-8094.

7.12 County's Data Management System

- 7.12.1 The County's data management system is used to standardize reporting and billing/invoicing, support program evaluation processes, and to provide DHSP and Contractor with information relative to the HIV and STD epidemic in Los Angeles County. Contractor shall ensure data quality, and compliance with all data submission requirements provided in writing by DHSP.
- 7.12.2 Contractor shall utilize County's data management system to register client's demographic/resource data; enter service utilization data, medical and support service outcomes; and record linkages/referrals to other service providers and/or systems of care.
- 7.12.3 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI) monthly.

7.13 People with HIV/AIDS Bill of Rights and Responsibilities

The County will administer the Contract according to the Contract, Paragraph 18M, People with HIV/AIDS Bill of Rights and Responsibilities.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

7.14 Emergency Medical Treatment

- 7.14.1 Contractor shall arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury.
- 7.14.2 Contractor shall have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

7.15 County's Commission on HIV

All services provided under the Contract should be in accordance with the standards of care as determined by the County of Los Angeles Commission on HIV (Commission). Contractor shall actively view the Commission website (<http://hivcommission-la.info/>) and where possible participate in the deliberations and respectful dialogue of the

Commission to assist in the planning and operations of HIV prevention and care services in Los Angeles County.

7.16 Ryan White Service Standards

7.16.1 Contractor shall develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services as referenced in Paragraph 18L, Quality Management Plan. Such input can be collected using:

- a) Satisfaction survey tool;
- b) Focus groups with analysis and use of documented results; and/or
- c) Public meeting with analysis and use of documented results;
- d) Maintain visible suggestion box; or
- e) Other client input mechanism

7.16.2 Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon client's:

- d) Inability to produce income documentation;
- e) Non-payment of services (No fees shall be charged to individuals eligible to receive services under this Contract); or
- f) Requirement of full payment prior to services being delivered.

Additionally, sliding fee scales, billing/collection and financial screening must be done (if applicable) in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

7.16.3 Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include, but is not limited to:

- a) Maintaining files of eligibility and clinical policies;
- b) Maintaining files on individuals who are refused services; and the reason for the refusal;
- d) Documentation of eligibility and clinical policies to ensure they do not:
 - 1. Permit denial of services due to pre-existing conditions;
 - 2. Permit denial of services due to non-HIV related conditions (primary care); and
 - 3. Provide any other barriers to care due to a person's past or present health condition.

7.16.4 Contractor shall develop and maintain written policies for the following:

- a) Employee code of ethics;
- b) Corporate compliance plan (for Medicare and Medicaid professionals);
- c) Ethics standards or business conduct practices;
- d) Discouraging soliciting cash or in-kind payment for awarding contracts, referring clients, purchasing goods or services, or submitting fraudulent billing;
- e) Discouraging hiring of persons with a criminal record, and persons being investigated by Medicare or Medicaid;
- f) Anti-kickback policies with implications; appropriate uses, and application of safe harbor laws. Additionally, contractor shall comply with Federal and State anti-kickback statutes, as well as the "Physician Self-Referral Law" or similar regulations; and
- g) Plan that outlines reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

7.17 Screen for RWP Eligibility Prior to Provision of Services

By law, Ryan White HIV/AIDS Treatment Modernization Act of 2009 is the payer of last resort. As such providers are required to determine and verify an individual's eligibility for services from all sources (See Attachment 4, Ryan White Program Eligibility Documentation and Verification in Exhibit A, Statement of Work, AOM Services) to ensure the individual is provided the widest range of needed medical and support services. This means a provider must coordinate benefits and ensure that the individual's eligibility for other private or public programs is determined at the time of intake. Eligibility needs to be reconfirmed every six (6) months to determine if the client's eligibility status for any other funding sources has changed. Providers will be required to verify what steps were taken to ensure Ryan White is the payer of last resort.

7.17.1 Each time a client presents for services, Contractor must verify the availability of client health insurance coverage (e.g., Medi-Cal, private, Medicare, etc.).

7.17.2 Additional eligibility documentation shall include, but not be limited to:

- a) HIV-positive diagnosis;
- b) Proof of Los Angeles County residency every six (6) months;
- c) Verification of client's income every six (6) months;

- d) A signed and dated Release of Information, which is compliant with the Health Insurance Portability and Accountability Act (HIPAA), shall be conducted annually; and
- e) A signed and dated Limits of Confidentiality in compliance with State and federal Law.

7.18 Partner Services Referrals

Contractor must refer HIV-positive clients to DHSP's Partner Services (PS) for newly diagnosed HIV cases and new cases of reportable sexually transmitted infections.

7.18.1 Contractor shall ensure that PS is offered in accordance with procedures formulated and adopted by Contractor's staff; the Centers for Disease Control and Prevention (CDC); California law; California Department of Public Health (CDPH) –Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) – Office of AIDS (OA) guidelines; and the terms of this Contract.

7.18.2 Minimum services to be provided shall include, but not be limited to, the following:

- a) Offer PS to newly diagnosed HIV-positive clients as part of a new patient evaluation.
- b) Offer PS to all clients as a routine part of service delivery.
- c) Upon acceptance by client, contractor shall provide and/or refer HIV-positive persons to PS.
- d) Based on client's selection, PS shall include but not be limited to the following types of disclosure:
 - 1. *Self-Disclosure*: this approach (sometimes called client disclosure) is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.
 - 2. *Dual Disclosure*: this method of partner notification involves the client disclosing his/her HIV-positive status to a partner

in the presence of the provider in a confidential and private setting.

3. *Anonymous Third-Party Disclosure*: this is a notification strategy where, with the consent of the original client, the Public Health Department takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV.
4. *Client Defers Action*: if the client does not feel comfortable using anonymous third-party disclosure, the provider shall work with the client to develop a plan to revisit the issue.

7.18.3 Confidentiality of information: minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose HIV/STD information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected clients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved.

7.19 Provide Culturally Appropriate and Linguistically Competent Services

- 7.19.1 Contractor shall provide AOM Services with non-judgmental, culture affirming attitudes that convey a culturally and linguistically competent approach that is appropriate and attractive to the client.
- 7.19.2 Contractor shall maintain a proven, successful track record serving RWP clients by effectively addressing HIV infection within the appropriate social context for each client.

8.0 HOURS/DAY OF WORK

The Contractor shall provide MCC Services concurrently with AOM Services during the hours that are the most effective and convenient for the clients. Hours may be the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also include alternate hours such as evenings, late nights, and weekends. Contractor is not required to work on the following County recognized holidays: New Year's Day;

Martin Luther King's Birthday; Presidents' Day; Cesar Chavez Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

9.0 WORK SCHEDULES

- 9.1 Contractor shall maintain a work schedule for each location/facility and submit to the County Project Manager upon request. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames of the tasks to be performed by day of the week and morning, afternoon, and/or evening hours.
- 9.2 Contractor shall notify County Project Manager when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager within thirty (30) working days prior to scheduled time for work.

EXHIBIT B

(AGENCY NAME)

MEDICAL CARE COORDINATION (MCC) SERVICES

SCHEDULE(S)

SCHEDULE 1

MEDICAL CARE COORDINATION SERVICES

	<u>Budget Period</u> March 1, 2019 through <u>February 29, 2020</u>	
Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost	\$	<u>0</u>
TOTAL PROGRAM BUDGET	\$	0

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 2

MEDICAL CARE COORDINATION SERVICES

	<u>Budget Period</u> March 1, 2020 through February 28, 2021	
Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost	\$	<u>0</u>
TOTAL PROGRAM BUDGET	\$	0

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 3

MEDICAL CARE COORDINATION SERVICES

	<u>Budget Period</u> March 1, 2021 through <u>February 28, 2022</u>	
Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost	\$	<u>0</u>
TOTAL PROGRAM BUDGET	\$	0

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV

ATTACHMENT A

Recommended Proposers

No.	Agency Name	Contract Number	Service Category	Proposed Contract Term 1 3/1/19- 2/29/20	Proposed Contract Term 2 3/1/20 - 2/28/21	Proposed Contract Term 3 3/1/21 - 2/28/22	Total Maximum Obligation Per Contract	Overall Maximum Obligation By Agency	Proposed Service Delivery Site(s)	Supervisory District of Site(s)	Service Planning Area of Site(s)
1	AIDS Healthcare Foundation	PH- Pending	AOM	2,669,151	2,669,151	2,669,151	\$ 8,007,453	\$ 12,207,453	1400 South Grand Avenue, Suite 801, Los Angeles, CA 90015	1	4
				2,669,151	2,669,151	2,669,151			1300 North Vermont Avenue, Suite 407, Los Angeles, CA 90027	3	4
				2,669,151	2,669,151	2,669,151			99 North La Cienega Boulevard, Suite 200, Beverly Hills, CA 90211	3	5
2	AltaMed Health Services Corporation	PH- Pending	MCC	1,400,000	1,400,000	1,400,000	\$ 4,200,000	\$ 5,025,645	4940 Van Nuys Boulevard, Sherman Oaks, CA 91403	3	2
				1,400,000	1,400,000	1,400,000			2146 West Adams Boulevard, Los Angeles, CA 90018	2	6
				1,400,000	1,400,000	1,400,000			3131 Santa Anita Avenue, Suite 109, El Monte, CA 91733	5	3
3	APLA Health & Wellness	PH- Pending	MCC	875,215	875,215	875,215	\$ 2,625,645	\$ 4,574,892	520 North Prospect Ave, Suite 209, Redondo Beach, CA 90277	4	8
				875,215	875,215	875,215			9200 Colima Road, Suite 106, Whittier, CA 90603	4	7
				875,215	875,215	875,215			1669 West Avenue J, Suite 301, Lancaster, CA 93534	5	1
3	APLA Health & Wellness	PH- Pending	MCC	800,000	800,000	800,000	\$ 2,400,000	\$ 4,574,892	3500 East Pacific Coast Highway, Long Beach, CA 90804	4	8
				800,000	800,000	800,000			5417 East Whittier Boulevard, Los Angeles, CA 90022	1	7
				800,000	800,000	800,000			9436 East Slauson Avenue, Pico Rivera, CA 90660	1	7
3	APLA Health & Wellness	PH- Pending	AOM	524,964	524,964	524,964	\$ 1,574,892	\$ 4,574,892	10418 Valley Boulevard, Suite B, El Monte, CA 91731	1	3
				524,964	524,964	524,964			3734 South La Brea Avenue, Los Angeles, CA 90016	2	6
				524,964	524,964	524,964			5901 West Olympic Boulevard, #500, Los Angeles, CA 90036	2	4
3	APLA Health & Wellness	PH- Pending	MCC	1,000,000	1,000,000	1,000,000	\$ 3,000,000	\$ 4,574,892	1043 Elm Avenue, #302, Long Beach, CA 90813	4	8
				1,000,000	1,000,000	1,000,000					

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV

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Recommended Proposers

No.	Agency Name	Contract Number	Service Category	Proposed Contract Term 1 3/1/19- 2/29/20	Proposed Contract Term 2 3/1/20 - 2/28/21	Proposed Contract Term 3 3/1/21 - 2/28/22	Total Maximum Obligation Per Contract	Overall Maximum Obligation By Agency	Proposed Service Delivery Site(s)	Supervisory District(s) Served	Service Planning Area(s)
4	Children's Hospital Los Angeles	PH- Pending	AOM	\$ 15,146	\$ 15,146	\$ 15,146	\$ 45,438	\$ 350,427	5000 Sunset Boulevard, Los Angeles, CA 90027	3	4
		PH- Pending	MCC	\$ 101,663	\$ 101,663	\$ 101,663	\$ 304,989				
5	Dignity Health d.b.a St. Mary Medical Center	PH- Pending	AOM	\$ 356,270	\$ 356,270	\$ 356,270	\$ 1,068,810	\$ 3,468,810	1043 Elm Avenue, #300 Long Beach, CA 90813	4	8
		PH- Pending	MCC	\$ 800,000	\$ 800,000	\$ 800,000	\$ 2,400,000				
6	East Valley Community Health Center, Inc.	PH- Pending	AOM	\$ 298,740	\$ 298,740	\$ 298,740	\$ 896,220	\$ 1,909,290	420 South Glendora Avenue, West Covina, CA 91790	1	3
		PH- Pending	MCC	\$ 337,690	\$ 337,690	\$ 337,690	\$ 1,013,070		1555 South Garey Avenue, Pomona, CA 91766	1	3
7	El Proyecto del Barrio, Inc.	PH- Pending	AOM	\$ 226,467	\$ 226,467	\$ 226,467	\$ 679,401	\$ 1,227,840	9140 Van Nuys Boulevard, Panorama City, CA 91402	3	2
		PH- Pending	MCC	\$ 182,813	\$ 182,813	\$ 182,813	\$ 548,439				
8	JWCH Institute, Inc.	PH-Pending	AOM	\$ 581,123	\$ 581,123	\$ 581,123	\$ 1,743,369	\$ 3,937,083	522 South San Pedro Street, Los Angeles, CA 90013	1	4
		PH-Pending	MCC	\$ 731,238	\$ 731,238	\$ 731,238	\$ 2,193,714		1845 North Fair Oaks Avenue, Pasadena, CA 91103	5	3
9	Long Beach Department of Health and Human Services	PH-Pending	AOM	\$ 123,019	\$ 123,019	\$ 123,019	\$ 369,057	\$ 1,849,218	2525 Grand Avenue, Long Beach, CA 90815	4	8
		PH-Pending	MCC	\$ 493,387	\$ 493,387	\$ 493,387	\$ 1,480,161				
10	Los Angeles LGBT Center	PH-Pending	AOM	\$ 987,994	\$ 987,994	\$ 987,994	\$ 2,963,982	\$ 9,863,982	1625 North Schrader Boulevard, Los Angeles, CA 90028	3	4
		PH-Pending	MCC	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 6,900,000				
11	Men's Health Foundation	PH-Pending	AOM	\$ 341,697	\$ 341,697	\$ 341,697	\$ 1,025,091	\$ 3,987,081	9201 West Sunset Boulevard, Suite 812, Los Angeles, CA 90069	3	4
		PH-Pending	MCC	\$ 987,330	\$ 987,330	\$ 987,330	\$ 2,961,990				
12	Northeast Valley Health Corporation	PH-Pending	AOM	\$ 314,754	\$ 314,754	\$ 314,754	\$ 944,262	\$ 2,099,421	14624 Sherman Way, Suite 600, Van Nuys, CA 91405	3	2
		PH-Pending	MCC	\$ 385,053	\$ 385,053	\$ 385,053	\$ 1,155,159				

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV

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No.	Agency Name	Contract Number	Service Category	Proposed Contract Term 1 3/1/19- 2/29/20	Proposed Contract Term 2 3/1/20 - 2/28/21	Proposed Contract Term 3 3/1/21 - 2/28/22	Total Maximum Obligation Per Contract	Overall Maximum Obligation By Agency	Proposed Service Delivery Site(s)	Supervisor District(s) Served	Service Planning Area(s)
13	Saban Community Clinic	PH-Pending	AOM	\$ 229,578	\$ 229,578	\$ 229,578	\$ 688,734	\$ 993,723	8405 Beverly Boulevard, Los Angeles, CA 90048	3	4
		PH-Pending	MCC	\$ 101,663	\$ 101,663	\$ 101,663	\$ 304,989				
14	St. John's Well Child Family Center	PH-Pending	AOM	\$ 42,723	\$ 42,723	\$ 42,723	\$ 128,169	\$ 734,622	326 West 23rd Street, Los Angeles, CA 90007	1	6
		PH-Pending	MCC	\$ 202,151	\$ 202,151	\$ 202,151	\$ 606,453				
15	Tarazana Treatment Centers, Inc.	PH-Pending	AOM	\$ 140,940	\$ 140,940	\$ 140,940	\$ 422,820	\$ 1,500,984	7101 Baird Avenue, Reseda, CA 91335	3	2
		PH-Pending	MCC	\$ 359,388	\$ 359,388	\$ 359,388	\$ 1,078,164				
16	THE Clinic, Inc.	PH-Pending	AOM	\$ 93,769	\$ 93,769	\$ 93,769	\$ 281,307	\$ 1,001,583	3834 South Western Avenue, Los Angeles, CA 90062	2	6
		PH-Pending	MCC	\$ 240,092	\$ 240,092	\$ 240,092	\$ 720,276				
17	The Regents of the University of California	PH-Pending	AOM	\$ 389,605	\$ 389,605	\$ 389,605	\$ 1,168,815	\$ 3,338,463	1399 Roxbury Drive, Suite 100, Los Angeles, CA 90035	2	5
		PH-Pending	MCC	\$ 723,216	\$ 723,216	\$ 723,216	\$ 2,169,648				
18	Venice Family Clinic	PH-Pending	AOM	\$ 46,519	\$ 46,519	\$ 46,519	\$ 139,557	\$ 878,079	604 Rose Avenue, Venice, CA 90291	3	5
		PH-Pending	MCC	\$ 246,174	\$ 246,174	\$ 246,174	\$ 738,522				
19	Watts Healthcare Corporation	PH-Pending	AOM	\$ 83,705	\$ 83,705	\$ 83,705	\$ 251,115	\$ 783,159	10300 Compton Avenue, Los Angeles, CA 90002	2	6
		PH-Pending	MCC	\$ 177,348	\$ 177,348	\$ 177,348	\$ 532,044				
Total Annual Maximum Obligation Per Service Category				AOM	MCC	AOM & MCC					
				\$ 8,341,379	\$ 11,569,206	\$ 19,910,585					
GRAND TOTAL (3 Years)				\$59,731,755							

Award information has not been added at this time.

Bid Information

Bid Number : 2018-003
Bid Title : RFP No. 2018-003 Core HIV Medical Services for Persons Living with HIV
Bid Type : Service
Department : Department of Public Health
Commodity : ALCOHOL AND DRUG DETOXIFICATION SVCS
Open Date : 6/26/2018
Closing Date : 9/5/2018 3:00 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : [Available](#)
Bid Description : County of Los Angeles, Department of Public Health is issuing a Request For Proposal to solicit proposals for contracts with qualified Proposers to provide core HIV medical services. Proposals are due Monday, August 20, 2018 by 3:00 p.m. PT. Electronic copies of the RFP No. 2018-003 and Addendum(s) can be obtained via the following County of Los Angeles website:
<http://publichealth.lacounty.gov/cg/index.htm> under "DPH OPEN SOLICITATIONS" heading.
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Last Changed On : 7/25/2018 2:04:02 PM

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CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	Long Beach DHHS	APLA Health & Wellness	T.H.E. Clinic, Inc.	AltaMed Health Services Co.	JWCH Institute, Inc.	Tarzana Treatment Centers	Venice Family Clinic	El Proyecto del Barrio	Men's Health Foundation	Dignity Health	East Valley Community Health Center	St. John's Well Child & Health Center	Watts Health Center	Children's Hospital Los Angeles	AIDS Healthcare Foundation	Northeast Valley Health Corp.	Los Angeles LGBT Center	UCLA Care Clinic	Saban Community Clinic
Total Number of Employees in Firm Business Structure	323	161	159	2,871	629	604	353	413	18	58,008	462	1,314	384	6,150	1,767	1,017	630	0	231
	Local Government	Non-Profit	Non-Profit	Non-Profit	Corporation	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Not Specified	Non-Profit
Owners/Partner/Associate Partners																			
Black/African American	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0
Hispanic/Latin American	0	0	0	0	3	0	0	8	0	0	0	0	0	0	0	0	0	0	0
Asian or Pacific Islander	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Filipino	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
White	0	0	0	0	2	9	0	1	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	9	9	0	11	0	0	0	0	0	0	0	0	0	0	0
Female (should be included in counts above and also reported here separately).	0	0	0	0	2	2	0	9	0	0	0	0	0	0	0	0	0	0	0
Managers																			
Black/African American	6	8	7	17	9	11	2	1	0	249	1	0	28	22	156	1	25	0	4
Hispanic/Latin American	2	8	5	212	26	15	6	14	2	556	6	2	10	86	97	82	40	0	15
Asian or Pacific Islander	5	2	0	52	9	3	8	0	0	582	3	1	6	100	1	14	4	0	4
American Indian	0	0	0	1	0	0	0	0	0	55	1	0	0	1	0	0	2	0	1
Filipino	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
White	8	18	3	83	6	25	23	3	2	3,237	19	11	3	238	197	27	49	0	13
Unspecified	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	21	36	16	365	51	54	39	19	4	4,679	30	14	47	447	451	124	120	0	37
Female (should be included in counts above and also reported here separately).	18	13	12	254	32	30	29	15	2	3,207	24	6	34	319	253	106	54	0	26
Staff																			
Black/African American	45	17	42	54	121	86	25	4	3	3,106	3	97	169	299	430	20	84	0	13
Hispanic/Latin American	136	64	69	1,892	343	223	206	324	5	11,626	180	403	131	2,022	428	696	208	0	122
Asian or Pacific Islander	80	12	7	239	38	31	17	19	0	11,916	26	72	18	1,409	114	66	38	0	28
American Indian	1	2	0	7	0	3	0	0	0	396	0	0	1	8	2	0	8	0	0
Filipino	0	0	2	0	7	0	0	4	0	0	0	0	0	0	0	1	0	0	0
White	40	30	23	314	60	198	66	32	6	26,285	223	728	18	1,965	342	110	172	0	31
Unspecified	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	302	125	143	2,506	569	541	314	383	14	53,329	432	1,300	337	5,703	1,316	893	510	0	194
Female (should be included in counts above and also reported here separately).	220	68	108	1,971	417	382	229	307	3	39,648	357	846	261	4,409	792	753	249	0	142
Percentage of Ownership																			
Black/African American																			
Hispanic/Latin American																			
Asian or Pacific Islander																			
American Indian																			
Filipino																			
White																			
Total																			
Female (should be included in counts above and also reported here separately).																			
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise																			
Minority																			
Women																			
Disadvantaged																			
Disabled Veteran																			
Other																			
County Certification																			
Local Small Business Enterprise																			
Social Enterprise																			
Disabled Veteran Business Enterprise																			
Other Certifying Agency																			

Figures are based on information provided by Proposers in their proposals.