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June 11, 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 12 NEW CONTRACTS FOR ORAL HEALTH CARE SERVICES FOR RYAN WHITE PROGRAM ELIGIBLE PERSONS LIVING WITH HIV FOR THE TERM EFFECTIVE JULY 1, 2019 THROUGH FEBRUARY 29, 2024 (ALL SUPERVISORIAL DISTRICT) (3 VOTES)**

**SUBJECT**

Request approval to execute 12 new contracts for the provision of Oral Health Care Services for Ryan White Program eligible persons living with HIV for the term effective July 1, 2019 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 12 new contracts, substantially similar to Exhibit I, with the qualified agencies listed in Attachment A, selected under a competitive solicitation process for the provision of Oral Health Care Services (OHS) for Ryan White Program (RWP) eligible persons living with HIV (PLWH), consisting of general dentistry services (GDS) and specialty dentistry services (SDS), effective July 1, 2019 through February 28, 2022, at a total maximum obligation of \$24,901,333, consisting of \$16,901,333 for GDS and \$8,000,000 for SDS, 100 percent offset by RWP Part A funds.
2. Delegate authority to the Director of DPH, or designee, to execute amendments to the contracts that extend the term for up to two (2) additional one-year terms through February 29, 2024; adjust the term through August 31, 2024; allow the rollover of unspent contract funds; provide an internal reallocation of funds between budgets up to 25% of each term's annual base maximum obligation; and/or provide an increase or decrease in funding up to 25% above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable

**ADOPTED**

BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

38 June 11, 2019

  
 CELIA ZAVALA  
 EXECUTIVE OFFICER



BOARD OF SUPERVISORS

Hilda L. Solis  
 First District  
 Mark Ridley-Thomas  
 Second District  
 Sheila Kuehl  
 Third District  
 Janice Hahn  
 Fourth District  
 Kathryn Barger  
 Fifth District

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

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.

4. Approve and instruct the Director of DPH, or designee, to terminate 11 existing OHS contracts as identified in Attachment B, effective June 30, 2019, to avoid service duplication with the new contracts being awarded under Recommendation 1, as each of the 11 providers are also being recommended for OHS under Recommendation 1, effectively transferring services to the new contracts.

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

OHS are an entry point into the health care system where PLWH can enter and be directed to primary medical care if they have fallen out of care. OHS are integral components of the County's HIV prevention plan and are necessary to achieve goals outlined in the National HIV/AIDS Strategy, particularly increasing access to care while improving health outcomes of PLWH and reducing HIV-related disparities and health inequities.

Approval of Recommendation 1 will allow DPH to execute 12 new contracts with qualified agencies to provide OHS for RWP eligible clients throughout Los Angeles County (LAC). OHS include GDS and SDS. GDS are diagnostic, prophylactic, and therapeutic dentistry services rendered by licensed dentists, registered dental hygienists, registered dental assistants, and other similarly trained professional practitioners. SDS are those oral health care services beyond the scope of GDS, where advanced knowledge and skills are essential to maintaining or restoring oral function and healing. Services must be provided in accordance with accepted, evidence-based OHS practices to reduce complications, progression, and mortality due to HIV disease.

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; provide an internal reallocation of funds between budgets up to 25% of each term's annual base maximum obligation; and/or increase or decrease funding up to 25% 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.

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.

Approval of Recommendation 4 will allow DPH to terminate the current 11 OHS contracts identified in Attachment B on June 30, 2019. The 11 providers whose contracts are being recommended for early termination are the same providers being recommended for funding as a result of Request For Proposals (RFP) 2018-010. Early termination of the 11 current OHS contracts, scheduled to end on February 29, 2020, will avoid an overlap and duplication of OHS services. The 12 new OHS contracts being recommended reflect more innovative prevention strategies and changes in staffing patterns. There will be no interruption in services, but instead some transition time to allow for wrap-up activities under the old contracts and begin providing services under the new contracts effective July 1, 2019.

Currently DPH funds 12 providers to provide OHS for the period March 1, 2019 through February 29, 2020. Eleven of the 12 currently funded providers responded to RFP 2018-010 and are being recommended for funding under Recommendation 1. The remaining provider, Tarzana Treatment Centers, Inc. (TTC), Contract Number PH-001535, did not respond to RFP 2018-010. TTC provides OHS to HIV positive residents in the Antelope Valley, Service Planning Area 1 of the County. To avoid disruption in service and/or client transition to the new contractor in SPA 1, DPH is not recommending early termination of TTC Contract Number PH-001535, therefore continuing the current contract through February 29, 2020 as approved by your Board. Effective July 1, 2019, OHS will be provided to clients in SPA 1 by one of the 12 providers funded under RFP 2018-010, however, because it will be a new site, DPH wants to ensure full availability of services to clients in SPA 1, which is the reason TTC Contract Number PH-001535 is not recommended for early termination.

### **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 maximum obligation for the 12 recommended contracts as detailed in Attachment A is \$24,901,333, consisting of \$16,901,333 for GDS and \$8,000,000 for SDS for the term effective July 1, 2019 through February 28, 2022. The annual (12-month) maximum obligation for OHS is \$9,388,000, consisting of \$6,338,000 in GDS and \$3,000,000 in SDS services, 100 percent offset by RWP Part A funds.

Funding for these contracts is included in DPH's fiscal year (FY) 2019-20 Recommended 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 April 18, 2019, of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation. A 10 percent delegated authority will not allow sufficient flexibility to increase funding to the OHS providers to support additional patient visits that are currently unforeseen based on estimated

number of clients. RWP funded ambulatory outpatient medical and medical care coordination contractors are required to refer patients to OHS twice a year, which will increase the number of client visits to our OHS partners. In addition, we anticipate increased SDS for those clients that require level 4 procedures (e.g. crowns, root canals, dentures, etc.). Across both GDS and SDS, a new service component was added which includes dental case management services. The addition of case management activities and the anticipated increase in client visits for OHS, may result in requests for additional funding which may exceed the 10 percent delegated authority, therefore, DPH is requesting a 25 percent delegated authority to minimize the need for multiple Board approvals. DPH will carefully review and evaluate all increased funding requests.

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 list of OHS contracts recommended for termination. Attachment C is the contracting opportunity announcement posted on the County website. Attachment D is the Community Business Enterprise Information Summary for the recommended contractors.

DPH's funding allocation for this service category is aligned with the LAC Commission on HIV allocation directives.

## **CONTRACTING PROCESS**

On October 2, 2018, DPH released RFP No. 2018-010 to solicit proposals from qualified organizations to provide OHS for GDS (Category 1) and SDS (Category 2) for RWP eligible PLWH. The contracting opportunity announcement was posted on the County of Los Angeles Online website (Attachment C) and DPH's Contracts and Grants website and a Notice of Intent to release the RFP was also sent by electronic mail to 57 agencies listed on DPH's internal list of agencies that provide similar services.

DPH received 12 proposals from 12 agencies by the submission deadline. All 12 agencies applied for Category 1, GDS and four (4) of the 12 agencies also applied for Category 2, SDS. Pursuant to the selection criteria established in the RFP, one (1) proposal was deemed non-responsive to the RFP and disqualified upon determination that it did not meet the minimum mandatory qualifications. The proposer requested a Disqualification Review. Upon review, DPH determined that the Proposer did meet the minimum mandatory qualifications and, as such, the proposal was subsequently included in the evaluation process.

The proposals were reviewed by an evaluation committee that consisted of subject matter experts internal and external to DPH. The proposals were reviewed and evaluated 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 all 12 responsible and responsive Proposers.

On April 17, 2019, notification of the RFP results was 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 D. 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 continue providing integral OHS to PLWH in LAC.

Respectfully submitted,

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

Barbara Ferrer, PhD, MPH, MEd  
Director

BF:mrBL #04763

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**

**ORAL HEALTH CARE SERVICES FOR RYAN WHITE  
PROGRAM ELIGIBLE PERSONS LIVING WITH HIV**

**DEPARTMENT OF PUBLIC HEALTH  
ORAL HEALTH CARE SERVICES FOR RYAN WHITE PROGRAM ELIGIBLE PERSONS  
LIVING WITH HIV**

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## **STANDARD EXHIBITS**

- Exhibit A – Statement(s) of Work (A1- Statement of Work for General Dentistry Services and A2 - Statement of Work for Specialty Dentistry Services)
- 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
- Exhibit I – Ryan White Program Grievance Procedures
- Exhibit J- Requirements Regarding Imposition of Charges for Services

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

**DEPARTMENT OF PUBLIC HEALTH  
ORAL HEALTH CARE SERVICES FOR RYAN WHITE PROGRAM ELIGIBLE  
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 June 11, 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 Oral Health Care  
Services for Ryan White Program Eligible 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 DPH; and

Oral Health Care Services for Ryan White Program Eligible Persons Living with HIV  
DHSP--[Contractor]  
PH-00XXXX

WHEREAS, County's DHSP is responsible for Ryan White Program and services; and

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, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; 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, funds received under the Ryan White Program programs and services will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the DHSP's programs and services delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor's referrals to and from organizations must be noted and tracked in the DHSP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; 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, Contractor is familiar with the Ryan White Program and services, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency and organization of care, treatment, and support services for HIV infected individuals and families; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide Oral Health Care Services for Ryan White Program Eligible 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, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement(s) of Work (A1- Statement of Work for General Dentistry Services and A2 - Statement of Work for Specialty Dentistry Services)
- 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
- Exhibit I – Ryan White Program Grievance Procedures
- Exhibit J - Requirements Regarding Imposition of Charges for Services

2. DEFINITIONS:

Oral Health Care Services for Ryan White Program Eligible Persons Living with HIV  
DHSP--[Contractor]  
PH-00XXXX

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(s) of Work, Exhibit A-1 and A-2.

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-1 and/or Exhibit A-2 (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 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 July 1, 2019 through February 29, 2020 the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit B, attached hereto and incorporated herein by reference.

B. Effective March 1, 2020 through February 28, 2021, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit B, attached hereto and incorporated herein by reference.

C. Effective March 1, 2021 through February 28, 2022, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit B, attached hereto and incorporated herein by reference.

D. 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.

E. 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.

F. 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 Exhibits A-1 and A-2

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 Dave Young, Chief, DPH's DHSP 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 this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is 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 25 percent 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 25 percent 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 and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an Amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit 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) or Attachments 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 25% of each term's annual base maximum obligation and/or an increase or decrease in funding up to 25% 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 or designee to amend this Contract to permit modifications to 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 or designee 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 Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

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

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate

from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

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

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

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

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

County of Los Angeles – Department of Public Health  
Contract Monitoring Division  
1000 South Fremont Avenue, Unit #102  
Building A-9, 5<sup>th</sup> 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 \$1 Million 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 \$1 Million 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 \$1 Million per claim and \$3 Million 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 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 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,

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

18D. WHISTLEBLOWER PROTECTIONS:

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

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation

of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: 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 Bill of Rights and/or Contractor-specific higher standard at all care services provider sites, and disseminate it to all 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 occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(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, whether a child, adult, or 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 Contractor's agency. Clients may choose to inform the Contractor 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 (5) 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 voice mail 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 requesting Contractor 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.

18M. RYAN WHITE PROGRAM GRIEVANCE PROCEDURES:

Contractor shall comply with provisions of Section 2602 (c) (2) of the “Ryan White Treatment Modernization Act of 2006, Ryan White Program Grievances ”, incorporated into this Contract as Exhibit I, Contractor shall be responsible for developing and implementing grievance procedures related to funding decisions, including procedures for submitting grievances that cannot be resolved to binding arbitration. The legislation requires that these procedures be consistent with model grievance procedures developed by Health Resources and Services Administration (HRSA), which address grievances with respect to Ryan White Program funds. All fees related to the research, interview, selection and hire of an arbitrator to conduct binding arbitration are incurred at the Contractor’s expense. This grievance procedure shall be submitted to DHSP within thirty (30) days of the execution of this Contract for review and approval.

18N. REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR

SERVICES: Contractor shall comply with provisions of Section 2605 (e) of Title 26

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(CARE Act) to Exhibit J, "Requirements Regarding Imposition of Charges for Services". Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

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, 10<sup>th</sup> 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 perform services under this Contract or 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 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.

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

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 a 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](mailto:GainGrow@dpss.lacounty.gov)

and the Department of Workforce Development, Aging and Community Services at [bservices@wdacs.lacounty.gov](mailto:bservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, 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. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://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 monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate

contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

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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

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

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.

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

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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](http://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

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required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

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

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 37, 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

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written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 71, 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 16, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within 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 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:

- 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.

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 81, 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.

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.

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

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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

Oral Health Care Services for Ryan White Program Eligible Persons Living with HIV  
DHSP--[Contractor]  
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# **EXHIBIT A1**

## **STATEMENT OF WORK FOR GENERAL DENTISTRY SERVICES (GDS)**

# EXHIBIT A1, STATEMENT OF WORK FOR GENERAL DENTISTRY 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) funds Oral Health Care Services (OHS) for Ryan White Program (RWP) eligible persons living with HIV (PLWH). DHSP recognizes that OHS are an integral component of primary medical care for PLWH and should be maximized in order to maintain whole person health. All treatment is expected to be administered according to published research and available standards of dental care.

General Dentistry Services (GDS) includes diagnostic, prophylactic, and therapeutic dentistry services rendered by licensed dentists, registered dental hygienists, registered dental assistants, and other similarly trained professional practitioners. Services also include:

1. Obtaining a comprehensive medical history and consulting primary medical providers, as necessary;
2. Conducting an oral health exam and developing a treatment plan;
3. Provision of general dentistry services;
4. Providing medication appropriate to oral health care services, including all currently approved drugs for HIV-related oral health conditions;
5. Providing client oral health education; and
6. Referring clients, as needed, to Specialty Dentistry Services (SDS) including, but not limited to, periodontists, endodontists, oral surgeons, oral pathologists, and oral medicine practitioners, as well as reporting back SDS outcome to the referring primary care providers, as appropriate.

OHS 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. OHS providers (Contractors) shall provide GDS as a last resort for clients who are ineligible to receive HIV medical care reimbursed by another third-party payer source. 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 OHS.

## 1.1 DHSP Program Goals and Objectives

Contractor is required to achieve the DHSP Goals and Objectives for OHS described in Table 1, General Dentistry Services Goals and Objectives below:

TABLE 1 – GENERAL DENTISTRY SERVICES GOALS AND OBJECTIVES	
PRIMARY GOAL	<i>Improve individual-level oral health outcomes and well-being of persons living with HIV.</i>
GOALS	<ol style="list-style-type: none"> <li>1. Promote optimal oral health and quality of life</li> <li>2. Support viral suppression through improved oral health</li> <li>3. Increase utilization of oral health services</li> <li>4. Promote continuity of care through consistent use of OHS and referral to primary medical care for PLWH</li> </ol>
OBJECTIVES	<ol style="list-style-type: none"> <li>A. Prevent oral and/or systemic disease where the oral cavity serves as an entry point</li> <li>B. Eliminate presenting symptoms</li> <li>C. Eliminate infection</li> <li>D. Preserve dentition and restore function</li> <li>E. Increase knowledge and practice of better oral health maintenance among PLWH</li> <li>F. Facilitate linkage to appropriate oral and other health services</li> <li>G. Increase number of individuals retained in oral health care</li> </ol>

## 2.0 DEFINITIONS

- 2.1 **Basic Supportive Dental Procedures:** The fundamental duties or functions which may be performed by an unlicensed dental assistant under the supervision of a licensed dentist because of their technically elementary characteristics, complete reversibility and inability to precipitate potentially hazardous conditions for the client being treated.
- 2.2 **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.
- 2.3 **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 any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **Direct Supervision:** Supervision of dental procedures based on instructions given by a licensed dentist who must be physically present in the treatment facility during performance of those procedures.
- 2.8 **Doctor of Dental Surgery (DDS) or Doctor of Dental Medicine (DMD)** Degree awarded upon graduation from dental school to become a general dentist. (See [Dental Board of California](#) website for more information)
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.10 **General Dentistry Services (GDS):** Diagnostic, prophylactic, and therapeutic oral health services rendered by licensed dentists, registered dental hygienists, registered dental assistants, and other similarly trained professional practitioners.
- 2.11 **General Supervision:** The supervision of dental procedures based on instructions given by a licensed dentist, but not requiring the physical presence of the supervising dentist during the performance of those procedures.
- 2.12 **Number of Clients:** The number of clients documented using the figures for unduplicated clients within a given contract period.
- 2.13 **Oral Prophylaxis:** Preventative dental procedures that include the complete removal of calculus, soft deposits, plaque and stains from the coronal portions of the tooth. This treatment enables a patient to maintain healthy hard and soft tissues.
- 2.14 **Registered Dental Assistant (RDA):** A licensed person who has graduated from a California Board-approved RDA educational



program, or completed 15 months of work experience as a dental assistant and has successfully completed California Board-approved courses in radiation safety and coronal polishing, successfully completed California Board-approved courses in the California Dental Practice Act and infection control within five years prior to application for licensure, successfully completed an American Heart Association or American Red Cross-approved course in Basic Life Support, and passed a state written and practical exam, passed a state written exam in law and ethics, and apply for licensure as an RDA to the Dental Board of California. (Visit [Dental Board of California](#) website for more information).

- 2.15 **Registered Dental Hygienist (RDH):** A licensed person who has graduated from a California Board-approved RDH educational program, successfully passed the National Board Dental Hygiene Examination and successfully passed Dental Hygiene Committee of California written and practical exam as well as successfully completed both infection control training and an American Heart Association or American Red Cross-approved course in Basic Life Support. (Visit Dental Board of California website for more information).
- 2.16 **RWP Eligible Client:** An uninsured or underinsured Los Angeles County resident living with HIV whose income is at or below five hundred percent (500%) of the Federal Poverty Level. (visit <https://www.federalregister.gov/documents/2018/01/18/2018-00814/annual-update-of-the-hhs-poverty-guidelines>).
- 2.17 **Specialty Dentistry Services (SDS):** An area of dentistry that has been formally recognized by the American Dental Association (ADA) as meeting the specified [Requirements for Recognition of Dental Specialties](#). The responsibilities of the different areas of specialization, the requirements and other information can be found on the ADA's website [https://www.ada.org/en/education-careers/careers-in-dentistry/dental-specialties#Requirements for Recognition](https://www.ada.org/en/education-careers/careers-in-dentistry/dental-specialties#Requirements_for_Recognition)
- 2.18 **Standard Precautions:** An approach to infection control that integrates and expands the elements of Universal Precautions (human blood and certain human body fluids treated as if known to be infectious for HIV, HBV and other blood pathogens). Standard precautions apply to contact with all body fluids, secretions and excretions (except for sweat) regardless of whether they contain blood, and contact with non-intact skin and mucous membranes.

2.19 **Units of Service:** The number of diagnostic dental procedures, prophylactic dental procedures and dental procedures (procedures are calculated in number of procedures) for reimbursement for OHS.

### **3.0 RESPONSIBILITIES**

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

#### **COUNTY**

##### **3.1 Personnel**

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

- 3.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 3.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 3.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alteration of Terms and Amendments.

#### **CONTRACTOR**

##### **3.2 Contractor Requirements**

- 3.2.1 Contractor shall have a minimum of three (3) years of experience within the last five (5) years providing HIV services to PLWH.
- 3.2.2 The Contractor or approved consultant(s)/subcontractor(s), as applicable, shall:
  - 3.2.2.1 Have a minimum of three (3) years of experience within the last five (5) years providing GDS to PLWH.
  - 3.2.2.2 Have on staff a minimum of one (1) dentist who possesses a valid General License to Practice Dentistry as set forth by the Dental Board of California.

- 3.2.2.3 Be properly licensed and/or otherwise legally permitted to operate a clinic(s) in the State of California. Contractor must maintain a copy of current and valid license or permit per clinic(s) site where dental services are being provided which may include but is not limited to clinic license approved by the California Department of Public Health (CDPH) or County of Los Angeles, DPH, Health Facilities Inspection Division for Licensing and Certification, or have documentation showing that it is legally permitted to operate a clinic(s) in the State of California.
- 3.2.2.4 Maintain a current and valid Denti-Cal certification and bill Denti-Cal and other public and private third-party payers as applicable.
- 3.2.2.5 Have the appropriate and required licenses, registrations, and certifications, listed below, as required by the State of California and Federal Regulations for professional OHS practitioners as listed below:

A. General Dentistry

- i. General License to Practice Dentistry as set forth by the Dental Board of California. Licensing criteria available at [http://www.dbc.ca.gov/applicants/dds/become\\_licensed.shtml](http://www.dbc.ca.gov/applicants/dds/become_licensed.shtml)
- ii. General License to practice as a Dental Assistant as set forth by the Dental Board of California. Licensing criteria available at [http://www.dbc.ca.gov/applicants/dds/become\\_licensed.shtml](http://www.dbc.ca.gov/applicants/dds/become_licensed.shtml)
- iii. Must meet regulations for blood borne pathogens as set forth by the State of California's Department of Industrial Relations available at <https://www.dir.ca.gov/title8/5193.html> as well as CAL-OSHA Standards for Medical and Dental offices which are available at

[https://www.osha.gov/Publications/OSHA3187/osh\\_a3187.html](https://www.osha.gov/Publications/OSHA3187/osh_a3187.html)

- iv. Contractor facilities must meet, in addition to the above, the Employee Safety Policies that govern the use of facilities, equipment, toxic and hazardous substances and waste management standards for traditional dental operations and personnel utilization which are available at [https://www.osha.gov/Publications/OSHA3187/osh\\_a3187.html](https://www.osha.gov/Publications/OSHA3187/osh_a3187.html)

**B. Dental Hygiene**

- i. General License to Practice Dental Hygiene as set forth by the Dental Board of California. Licensing criteria available at [http://www.dbc.ca.gov/applicants/dds/become\\_licensed.shtml](http://www.dbc.ca.gov/applicants/dds/become_licensed.shtml)

- 3.2.2.6 Be Health Insurance Portability and Accountability Act (HIPAA) certified and compliant.

**3.3 Personnel**

**3.3.1 Contractor's Project Manager**

- 3.3.1.1 Contractor must assign a Project Manager and designated alternate, who serve separately from the General Dentistry Services team.

- 3.3.1.2 Contractor's 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.

- 3.3.1.3 Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract.
- 3.3.1.4 Contractor's Project Manager must be able to effectively communicate, in English, both orally and in writing.
- 3.3.1.5 Contractor's Project Manager shall be physically located at the Contractor's office location.

### **3.4 Staffing**

- 3.4.1 Contractor must maintain dental health care professionals who possess the applicable professional degrees and current licenses, or bona fide student interns enrolled in a professional degree program. GDS staff shall include, at a minimum, one (1) licensed dentist, one (1) registered dental assistant, and one (1) registered dental hygienist. Staff assigned to dental team can vary depending on the clinic's patient population size.
  - 3.4.1.1 Dentist: A licensed dentist must have completed a four (4)-year dental program and possess either a DDS or DMD degree. Dentists are regulated by the Dental Board of California. This information is available at: <http://www.dbc.ca.gov/index.shtml>
  - 3.4.1.2 Registered Dental Assistants (RDA): A licensed RDA must complete the licensure process for RDAs as described by the Dental Board of California. This information is available at: <http://www.dbc.ca.gov/applicants/rda/becomelicensed.shtml>. The RDA may perform all procedures authorized by these regulations and in addition may perform all functions which may be performed by a dental assistant under the designated supervision of a licensed dentist. (Visit Dental Board of California website for more information.)
  - 3.4.1.3 Registered Dental Hygienists (RDH): A licensed RDH, must complete the licensure process for RDHs as described by the Dental Board of California. This information is available at: <http://www.dhcc.ca.gov/applicants/becomelicensed.shtml>. The RDH may perform all procedures authorized by the provisions of these regulations and in addition may perform all functions which may be performed by a dental hygienist and registered dental hygienist, under the designated

supervision of a licensed dentist. (Visit Dental Board of California website for more information)

- 3.4.2 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.
- 3.4.3 All staff and subcontracted staff shall be appropriately licensed, registered or certified to provide services in their respective specialty fields, as required by federal, State, and local laws.
- 3.4.4 Contractor is responsible for ensuring that all dental health care professionals and subcontracted staff possess the applicable professional degrees and current licenses, or bona fide student interns are enrolled in a professional degree program.
- 3.4.5 Contractor is responsible for ensuring that all dental health care professionals and subcontracted staff remain in good standing, with proper certification and licensing updated as required by law.
- 3.4.6 Clinical supervision shall be assigned to a licensed dentist who shall be responsible for all clinical operations.
- 3.4.7 Contractor shall be required to perform background checks of their employees and subcontractors/consultants as set forth in Administration of Contract, Paragraph 23, sub-paragraph D, Background & Security Investigations, of the Contract. All costs associated with the background and security investigation must be borne by the Contractor.
- 3.4.8 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening of each individual, volunteer, subcontractor and consultants providing OHS, according to the Contract, Paragraph 18J, Guidelines for Staff Tuberculosis Screening.
- 3.4.9 Contractor shall 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.
- 3.4.10 Contractor shall 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.

### **3.5 Training of Contractor's Staff, Consultants, and Subcontractors**

- 3.5.1 Contractor shall ensure that at hire, the OHS staff possesses the appropriate skills to provide adequate GDS. Contractor shall provide GDS staff with ongoing training related to the provision of OHS.
- 3.5.2 Contractor must provide all program staff, contractors, subcontractors, and/or consultants 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.
- 3.5.3 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 oral health care and health care approaches in the HIV field.
- 3.5.4 All employees, consultants, and subcontractors shall be trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under this contract. All equipment must be checked daily for safety. All employees must wear safety and protective gear as appropriate, according to OSHA standards, as applicable.
- 3.5.5 Prior to performing oral health care services, all dental staff shall be oriented and trained in policies and procedures of the general practice of dentistry, and specifically, the provision of dental services to persons living with HIV. These training programs shall, at a minimum, include:
  - a. Basic HIV information;
  - b. Orientation to the office and policies related to the oral health of people living with HIV;
  - c. Infection control and sterilization techniques;
  - d. Methods of initial evaluation of the clients regarding maintenance of their own health;
  - e. Recognition and treatment of common oral manifestations and complications of HIV disease; and

- f. Recognition of oral signs and symptoms of advanced HIV disease, including treatment and/or appropriate referral.

Providers are encouraged to continually educate themselves about HIV disease and associated oral health treatment considerations.

### **3.6 Approval of Contractor's Staff and Subcontractors**

- 3.6.1 County has the absolute right to approve or disapprove any of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director.
- 3.6.2 Contractor must remove and replace personnel performing services under this Contract within thirty (30) days of a written request by the County. Contractor must send County written confirmation of the removal of the personnel in question.
- 3.6.3 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.
- 3.6.4 Contractor shall obtain approval of DHSP Director or his designee prior to signing any subcontractor or consultant agreement and must give DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

### **3.7 Staff Retention Policies and Procedures**

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

### **3.8 Uniforms/Identification Badges**

- 3.8.1 Dress code is business professional as defined by the Contractor.
- 3.8.2 Contractor must 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.



### **3.9 Materials, Supplies and/or Equipment**

- 3.9.1 The purchase of all materials, supplies, and/or equipment to provide the applicable services under this contract is the responsibility of the Contractor. Contractor must 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.
- 3.9.2 In no event must the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.
- 3.9.3 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.
- 3.9.4 The County will not provide the Contractor with any materials, supplies, and/or equipment.

### **3.10 Contractor's Office**

Contractor shall maintain an office location in Los Angeles County with a telephone in the company's name where Contractor conducts business. The office must 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/or concerns which may be received about the Contractor's performance of the Contract.

When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

#### **3.10.1 Contractor's Facility**

Contractor's facility must be a licensed dental office, 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 must maintain each facility in good repair and sufficient to facilitate high-quality, appropriate services.

Contractor's facility and location must 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, clearly marked indicating location of services.

3.10.2 Contractor's Service Delivery Site(s): Contractor's facilities where services are to be provided hereunder are located at: To be determined, as described in Attachment II, Service Delivery Site Questionnaire.

Contractor must request approval from DHSP in writing a minimum of sixty (60) 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 must 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 must submit all memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

3.10.3 Emergency Disaster Plan:

Contractor must submit to DHSP upon request, as part of the Administrative Review, 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.

### **3.11 Guidelines on Materials Review**

3.11.1 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 in order to ensure that such materials adhere to community norms and values, and are in compliance with all Contract requirements.

3.11.2 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:

<http://publichealth.lacounty.gov/dhsp/docs/MaterialReviewProtocol2016l.pdf> or by calling DHSP Materials Review at (213) 351-8094.

### **3.12 County's Data Management System**

3.12.1 Contractor must utilize the County's data management system to register client's demographic/resource data; enter service utilization data, medical and support service outcomes, including OHS Services screening, enrollment, tracking, and assessment data; and record linkages/referrals to other service providers and/or systems of care.

3.12.2 County's system will be used to standardize reporting and invoicing, support program evaluation processes, and provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor must ensure data quality and compliance with all data submission requirements as provided in writing by DHSP.

### **3.13 People with HIV/AIDS Bill of Rights and Responsibilities**

The County will administer the Contract according to the Contract Paragraph 18I, 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.

### **3.14 Emergency Medical Treatment**

3.14.1 Contractor must arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury.

3.14.2 Contractor must have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

### **3.15 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 must actively view the County's Commission on HIV (Commission) website (<http://hivcommission-la.info/>) and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

### **3.16 Ryan White Service Standards**

3.16.1 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

3.16.2 Contractor must develop policies and procedures to ensure that services to clients are not denied based upon clients':

- a. Inability to produce income documentation;
- b. Non-payment of services (No fees must 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.

3.16.3 Contractor must 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 must 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:

- i. Permit denial of services due to pre-existing conditions;
- ii. Permit denial of services due to non-HIV related conditions (primary care); and
- iii. Provide any other barriers to care due to a person's past or present health condition.

3.16.4 Contractor must 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 must 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.

### **3.17 Screen for Ryan White Program Eligibility**

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 I, 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.

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

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

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

### **3.18 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.

3.18.1 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.

3.18.2 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:
  - i. *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.

- ii. *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.
- iii. *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.
- iv. *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.

3.18.3 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.

### **3.19 Provide Culturally Appropriate and Linguistically Competent Services**

- 3.19.1 Contractor shall provide OHS Services with non-judgmental, culturally affirming attitudes that convey a culturally and linguistically competent approach that is appropriate and attractive to the client.
- 3.19.2 Contractor shall maintain a proven, successful track record serving RWP clients by effectively addressing oral health treatment and concerns within the appropriate social context for each client.

## **4.0 SPECIFIC WORK REQUIREMENTS**

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

#### **4.1 Deliver General Dentistry Services (GDS) to People Living with HIV (PWLH)**

Contractor shall deliver educational, prophylactic, diagnostic, and therapeutic dental services to clients as described in Attachment II, Service Delivery Site Questionnaire, who have written certification from a physician of a diagnosis of HIV disease or AIDS.

4.1.1 Conduct client registration/intake. Contractor shall collect demographic data, emergency contact information, next of kin and any eligibility documentation in order to screen for eligibility (See SOW Section 3.17). The intake process acquaints the client with the range of services offered and determines the potential client's interest in such services. Client intake shall be completed in the first contact with the potential client. Contractor shall maintain a client record for each eligible client receiving GDS.

4.1.1.1 Obtain client's informed consent: Contractor is required to obtain a client's informed consent for the following:

- a. Release of Information: Contractor shall ensure each client has completed a Release of Information form (form must be updated annually) and the client must clearly specify what types of information can be released.
- b. Limits to Confidentiality: Contractor shall ensure the Limits to Confidentiality form is signed by the clients informing them that should the client disclose harmful, dangerous, or criminal intent against another human being, or against himself or herself, it is the healthcare provider's duty to warn appropriate individuals of such intentions; in those cases, confidentiality and privileged communication between the provider and client does not apply (Refer to California State Law reporting requirements).
- c. Consent to Receive Services: Contractor shall describe all options for dental treatment (including cost considerations), and allow the client to be part of the decision-making process. As part of the informed



consent process, dental professionals shall discuss, at a minimum, the following with the client:

- i. Appropriate diagnostic information;
- ii. Recommended treatment;
- iii. Alternative treatment and sources of funding;
- iv. Costs (if any);
- v. Benefits and risks of treatment; and
- vi. Limitations of treatment based on health status and available resources.

d. Consent for Specific Treatment: After the informed consent discussion, the client must sign an informed consent document for all dental procedures. This informed consent process will be ongoing as indicated by the dental treatment plan.

e. Client Rights and Responsibilities

f. Client Grievance Procedures

g. Eligibility Documentation (Refer to SOW, Section 3.17)

4.1.2 Obtain client's medical history. Contractor shall obtain a comprehensive medical history on each client. Full medical status information from the client's medical provider, including the last six (6) months of laboratory test results shall be obtained and considered by the dentist. This information may assist the dentist in identifying conditions that may affect the diagnosis and management of the client's oral health. The medical history and current medication list must be updated on a regular basis to ensure all medical and treatment changes are noted. There are certain conditions under which this consultation is required including, but not limited to, situations where:

- a. Additional or more complete medical information is needed;
- b. A decision must be made whether dental treatment should occur in a hospital setting;
- c. A client reports having had heart surgery but is unsure of what kind;
- d. Inconsistent or illogical information leads the dental provider to doubt the accuracy of the medical information provided by the client;

- e. A client's symptoms have changed and it is necessary to determine if treatment modifications are indicated;
- f. New medication is being prescribed to ensure medication safety and prevent any drug interactions; and
- g. When oral opportunistic infections are present.

4.1.3 Conduct an oral health evaluation. Clients shall be given a comprehensive oral evaluation including:

- a. Documentation of client's presenting complaint;
- b. Full mouth radiographs or panoramic and bite wings and selected periapical films as appropriate per the ADA Radiographic guidelines;
- c. Complete periodontal exam or Periodontal Screening Record (PSR);
- d. Comprehensive head and neck exam;
- e. Complete intra-oral exam, including evaluation for HIV-associated lesions;
- f. Diagnostic tests relevant to the assessment of pain that the client reports shall be performed, when indicated, and used in diagnosis and treatment planning; and
- g. Biopsies of suspicious oral lesions should be taken, as indicated.

4.1.4 Develop a treatment plan. Contractor shall, in consultation with the client, develop a comprehensive multi-disciplinary treatment plan.

- a. Treatment plans should include information obtained from the medical history and oral health evaluation, including results of diagnostic testing and/or biopsies and be reviewed with and signed by the client. The behavioral, psychological, developmental and physiologic strengths and limitations of the client shall be considered by the dental professional when developing the treatment plan. The ability to withstand treatment for an extended amount of time or return for sequential visits should be determined when a treatment plan is prepared or when a dental procedure is being initiated.
- b. The client's primary reason for the visit must be considered by the dental professional when developing the dental treatment plan. The treatment priority should be given to the management of pain, infection, traumatic injury or other emergency conditions.

The dentist should attempt to manage the client's pain, anxiety, and behavior during treatment to facilitate safety and efficiency. The goal of treatment shall be to maintain the most optimal functioning possible.

- c. When developing a treatment plan, the dentist shall consider:
  - i. Tooth and/or tissue supported prosthetic options;
  - ii. Fixed prostheses, removable prostheses or a combination of these options;
  - iii. Soft and hard tissue characteristics and morphology, ridge relationships, occlusion and occlusal forces, aesthetics and parafunctional habits;
  - iv. Restorative implications, endodontics status, tooth position and periodontal prognosis; and
  - v. Craniofacial, musculoskeletal relationships, including the clinically apparent status of the temporomandibular joints.
- d. Treatment plans shall be completed within a reasonable amount of time and shall be revised and updated, at a minimum, annually. Treatment plans will include appropriate recall/follow-up schedules. The clinician shall develop a recall schedule to monitor any oral changes. If the client's CD4 (also known as CD4+ T cells) count is below one hundred (100), a three (3) month recall schedule must be considered. Treatment plans will be updated as necessary and determined by the dental provider.

4.1.5 Consider special treatment options. Proposer shall consider modifications of dental therapy when certain circumstances occur. Most HIV-positive clients can be treated safely in a typical dental clinic. Under certain circumstances, modifications of dental therapy may be considered:

- a. Bleeding tendencies may determine whether or not to recommend full mount scaling and root planning or multiple extractions in one visit. A tooth-by-tooth approach is recommended to evaluate risk of hemorrhage.
- b. In severe cases, clients may be treated more safely in a hospital environment where blood transfusions are available.
- c. Deep block injections should be avoided in clients with a recent history or laboratory results indicate bleeding tendencies.

- d. A pre-treatment antibacterial mouth rinse will reduce intraoral bacterial load, especially for those clients with periodontal disease.
- e. When salivary hypofunction is present, the client should be closely monitored for but not limited to:
  - i. Caries;
  - ii. Periodontitis;
  - iii. Soft Tissue lesions; and
  - iv. Salivary gland disease.
- f. Fluoride supplements in the form of a rinse and/or toothpaste should be prescribed for those with increase caries and salivary hypofunction. In severe cases of Xerostomia, appropriate referral should be made to a dental professional experienced in dealing with oral mucosal and salivary gland diseases.
- g. There is no evidence to support the need for routine antibiotic coverage to prevent bacteremia or septicemia arising from dental procedures for the HIV-positive client; however, when indicated, the American Heart Association guidelines for antibiotic prophylaxis for bacterial endocarditis should be followed when treating an HIV-positive client. The primary medical care physician must be consulted before utilizing procedures likely to cause bleeding and bacteremia in clients with neutrophil counts below five hundred (500) cells/mm<sup>3</sup>, not already taking antibiotics as prophylaxis against opportunistic infections.

#### **4.2 Provide Prevention and Early Intervention Education**

Contractor shall emphasize prevention and early detection of oral disease by educating clients about preventive oral health practices, including instruction in oral hygiene. In addition, dental professionals shall provide counseling regarding behaviors (e.g. Tobacco use, unprotected oral sex, body piercing in or around the oral cavity) and general health conditions that can compromise oral health. The impact of good nutrition on preserving good oral health should be discussed and basic nutritional counseling may be offered to assist clients in maintaining oral health; when appropriate, a referral to a registered dietitian or other qualified person should be made.

### 4.3 Coordinate Whole Person Client Care

- 4.3.1 Encourage primary medical care participation. Contractor shall emphasize the importance of regular primary medical care and encourage clients to adhere to their medication regimens. If a client is not under the regular care of a primary care physician, he or she shall be encouraged to seek care and a referral to primary care must be made and documented in the client's medical record. If after six (6) months a client has not engaged in medical care, Contractor may decide to discontinue OHS until such time that engagement has been accomplished. Clients should be made aware of this policy at the time of intake into the program. Under certain circumstances, dental professionals may require further medical information or laboratory results in order to determine the safety and appropriateness of planned dental care. In that case, the dentist may require the necessary medical information before offering further dental care.
- 4.3.2 Coordinate dentistry care with primary medical care provider. Contactors shall have regular contact with the client's primary care clinic to ensure integration of services and improved client care. Contractor shall also reciprocate and provide the referring primary medical care provider with a dental update report on status of GDS delivered to the client.
- 4.3.3 Provide Triage and Referrals. Contractor shall refer clients to specialty providers including, but not limited to Periodontists, Endodontists, Oral Surgeons, and/or Oral Pathologists when a higher level or different level of oral health treatment services is needed than the Contractor is able to provide.
- 4.3.4 HIV status and viral load considerations. There is no justification to deny or need to modify dental treatment based on the fact that a client has tested positive for HIV. Furthermore, viral load alone is not an indicator that should be used to justify withholding dental treatment from a client. If a client's medical condition is compromised, Contractor shall consider treatment adjustments, as with any medically compromised client, as necessary to maintain optimal health and wellbeing.

#### **4.4 Retain Clients in Dental Care**

4.4.1 Schedule client for routine dental care examinations. Contractor shall schedule routine dental care and regular prophylaxis no less than two (2) times per year. Other procedures such as root planning/scaling will be offered as necessary, either directly or by periodontal referral.

4.4.2 Maintain follow-up procedures. Contractor shall have a broken appointment policy and procedure to ensure continuity of care and retention of clients is required. Follow-up can include telephone calls, written correspondence, and/or direct contact in an effort to maintain a client's participation in dental care. Such efforts shall be documented in the progress notes within the client's dental record.

#### **4.5 Promote OHS for PLWH**

Contractor shall promote the availability of OHS for PLWH to HIV service organizations, professional organizations which provide training for dental care professionals, and other HIV service providers.

4.5.1 Provide educational materials. Contractor shall develop and disseminate oral health educational materials where appropriate to raise awareness to HIV service providers including physicians, case managers, Medical Care Coordination teams, and others of the availability of OHS in order to increase the number of dental referrals for PLWH.

#### **4.6 Comply with and Maintain Administrative Procedures and Operational Protocols**

4.6.1 Contractor shall comply with standards of care. All oral health services provided under this Contract must be delivered in accordance with Department of Health and Human Services HIV Treatment Guidelines. Additionally, dental care should be delivered in accordance with the following standards of care:

4.6.1.1 Oral Health Standards of Care and Practice Guidelines for the Treatment of HIV Patients in General Dentistry (available at: [https://www.health.ny.gov/diseases/aids/providers/report\\_s/docs/oral\\_health.pdf](https://www.health.ny.gov/diseases/aids/providers/report_s/docs/oral_health.pdf))

4.6.1.2 The New York AIDS Institute Oral Health Guidelines, 2010 (available at: [https://www.health.ny.gov/diseases/aids/providers/reports/docs/oral\\_health.pdf](https://www.health.ny.gov/diseases/aids/providers/reports/docs/oral_health.pdf) )

4.6.1.3 Dental Management of the HIV-infected Patient, Supplement to Journal of the American Dental Association, Chicago, 1995; Clinician's Guide to Treatment of HIV-Infected Patients, Academy of Oral Medicine, 3<sup>rd</sup> Edition, Ed. Lauren L. Patton, Michael Glick, New York, 2002; Principles of Oral Health Management for the HIV/AIDS Patient, A Course for Training the Oral Health Professional, Department of Human Services, Rockville, Maryland, 2001.

4.6.2 Contractor shall adhere to policies, procedures and guidelines to ensure that basic Standard Precautions are followed in the administration of all GDS.

4.6.3 Contractor shall comply with infection control guidelines and procedures established by the California Occupation Safety and Health Administration (Cal-OSHA).

4.6.4 Contractor shall update and maintain individual client dental records in accordance with current standards.

#### **4.7 Third-Party Reimbursement**

In order to begin and continue to provide General Dentistry Services to Ryan White Program-funded clients, Contractors must obtain and maintain valid Denti-Cal Certification. Contractor shall bill Denti-Cal and other public and private third-party payers as applicable.

### **5.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

5.1 Contractor must obtain approval from the Director of DHSP or his designee, at least 60 days prior to the addition/deletion of service facilities, specific tasks and or work hour adjustments.

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

## **6.0 QUALITY MANAGEMENT PROGRAM**

The Contractor must implement a Quality Management (QM) program, as defined in the Contract, Paragraph 18K, Quality Management, Paragraph 18L, Quality Management Plan, and Paragraph 18M, Quality Management Program Monitoring, that assesses the extent to which the HIV-related care and services provided are consistent with federal, State, and local standards of HIV care and services.

## **7.0 HOURS/DAYS OF WORK**

The Contractor shall be required to provide OHS during the days and hours most convenient to the client population, which may be during the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also be 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; Indigenous Peoples Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

## **8.0 WORK SCHEDULES**

8.1 Contractor shall maintain a work schedule for all OHS staff at each location/facility on file, 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 30 working days prior to scheduled time for work.

## **9.0 COUNTY'S QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 40, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

### **9.1 Meetings**

Contractor must meet with the County as requested.



## **9.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance and 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.

**Ryan White Program Eligibility Documentation and Verification**

Client must meet all criteria listed evidenced by one of the acceptable types of verification listed for each criteria.

<b>RWP Eligibility Criteria</b>	<b>Types of Acceptable Verification</b>
<b>HIV Diagnosis (one of the following)</b>	<ol style="list-style-type: none"> <li>1) A letter signed by a physician;</li> <li>2) Diagnosis Form containing a physician or licensed healthcare provider (Nurse Practitioner or Physician Assistant) signature;</li> <li>3) Laboratory results containing the name of the laboratory and indicating HIV status, CD4 count, HIV viral load, and type of HIV viral load test performed (within last 12 months); or</li> <li>4) Two Rapid Testing Algorithm (RTA) results in which both tests contain positive results. Both tests should indicate the agency name, HIV counselor name, and the client's name.</li> </ol>
<b>Los Angeles County Residence (one of the following)</b>	<ol style="list-style-type: none"> <li>1) Rental or lease agreement;</li> <li>2) Mortgage statement;</li> <li>3) Utility bill;</li> <li>4) Government issued letter;</li> <li>5) Bank statement;</li> <li>6) Support verification affidavit including verification of address for supporter;</li> <li>7) Homeless verification affidavit; or</li> <li>8) Valid California driver license/California identification card.</li> </ol>
<b>Verification of Income (one of the following)</b>	<ol style="list-style-type: none"> <li>1) Bank statement containing direct deposits from Social Security Disability Insurance, Social Security Administration, Veterans Affairs, or unemployment;</li> <li>2) Pay stub(s) for 1 full month of wages;</li> <li>3) Disability award letter;</li> <li>4) Benefit receipt or check stub;</li> <li>5) Self-employment affidavit; or</li> <li>6) Most recent tax return.</li> </ol>
<b>Verification of Insurance (one of the following)</b>	<ol style="list-style-type: none"> <li>1) Confirmation of coverage if insured or underinsured (e.g. insurance card and/or explanation of benefits); or</li> <li>2) Denial letter from Medi-Cal or a print out of computer screen shot.</li> </ol>

SERVICE DELIVERY SITE QUESTIONNAIRE  
**SERVICE DELIVERY SITES**

Site# 1 of 1

- 1. Agency Name: \_\_\_\_\_
- 2. Executive Director: \_\_\_\_\_
- 3. Address of Service Delivery Site: \_\_\_\_\_  
\_\_\_\_\_

4. In which Service Planning Area is the service delivery site?

- |                                 |                                |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley      | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles  |
| _____ Five: West Los Angeles    | _____ Six: South Los Angeles   |
| _____ Seven: East Los Angeles   | _____ Eight: South Bay         |

5. In which Supervisorial District is the service delivery site?

- |                               |                                     |
|-------------------------------|-------------------------------------|
| _____ One: Supervisor Solis   | _____ Two: Supervisor Ridley-Thomas |
| _____ Three: Supervisor Kuehl | _____ Four: Supervisor Hahn         |
| _____ Five: Supervisor Barger |                                     |

6. What percentage of your allocation is designated to this site? \_\_\_\_\_

SERVICE DELIVERY SITE QUESTIONNAIRE

**CONTRACT GOALS AND OBJECTIVES**

**Table 1**

**July 1, 2019 through February 29, 2020**

Number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients
Service Site	No. of Clients
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
<b>TOTAL</b>	

SERVICE DELIVERY SITE QUESTIONNAIRE

**CONTRACT GOALS AND OBJECTIVES**

**Table 1**

**March 1, 2020 through February 28, 2021**

Number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients
Service Site	No. of Clients
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
<b>TOTAL</b>	

SERVICE DELIVERY SITE QUESTIONNAIRE

**CONTRACT GOALS AND OBJECTIVES**

**Table 1**

**March 1, 2021 through February 28, 2022**

Number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

<b>Contract Goals and Objectives</b>	<b>Unduplicated Clients</b>
Service Site	No. of Clients
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
<b>TOTAL</b>	

# **EXHIBIT A2**

## **STATEMENT OF WORK**

### **FOR**

## **SPECIALTY DENTISTRY SERVICES (SDS)**

**EXHIBIT A2, STATEMENT OF WORK FOR SPECIALTY DENTISTRY 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) funds Oral Health Care Services (OHS) for Ryan White Program (RWP) eligible persons living with HIV (PLWH). DHSP recognizes that OHS are an integral component of primary medical care for all PLWH and should be maximized in order to maintain whole person health. All treatment is expected to be administered according to published research and available standards of dental care.

Specialty Dentistry Services (SDS) are those oral health care services beyond the scope of General Dentistry Services (GDS), where advanced knowledge and skills are essential to maintain or restore oral function and healing. Proposer shall provide specialty dentistry services to clients referred for SDS by their GDS provider. SDS funded by DHSP include the following specialties:

1. Endodontics
2. Oral and Maxillofacial Radiology
3. Oral and Maxillofacial Pathology
4. Oral and Maxillofacial Surgery
5. Orthodontics (when medically necessary and as approved by DHSP)
6. Periodontics
7. Prosthodontics (when medically necessary and as approved by DHSP)

SDS shall be delivered by dentists licensed in one or more specialties as well as registered dental hygienists, registered dental assistants, and other similarly trained professional practitioners. Services also include:

1. Obtaining a client's comprehensive medical history and consulting with primary medical providers, as necessary;
2. Conducting an oral health exam and developing a treatment plan;
3. Provision of specialty dentistry services;
4. Providing medication appropriate to OHS, including all currently approved drugs for HIV-related oral health conditions;
5. Providing client oral health education;
6. Providing or referring clients, as needed, to additional SDS and reporting back the SDS outcome to the referring provider and, if appropriate, to the primary medical care provider; and
7. SDS providers may elect to utilize a Dental Care Coordinator to assist in coordinating dental care for higher need clients, to educate clients on dental procedures they may need, and following up with clients to ensure they remain engaged in dental care.

OHS 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. OHS providers (Contractors) shall provide GDS as a last resort

for clients who are ineligible to receive HIV medical care reimbursed by another third-party payer source. 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 OHS.

### 1.1 DHSP Program Goals and Objectives

Contractors are required to achieve the DHSP Goals and Objectives described in Table 1, Specialty Dentistry Services Goals and Objectives below:

TABLE 1 – SPECIALTY DENTISTRY SERVICES GOALS AND OBJECTIVES	
PRIMARY GOAL	<i>Improve individual-level oral health outcomes and well-being of persons living with HIV.</i>
GOALS	<ol style="list-style-type: none"> <li>1. Promote optimal oral health and quality of life</li> <li>2. Support viral suppression through improved oral health</li> <li>3. Increase utilization of oral health services</li> <li>4. Promote continuity of care through consistent use of OHS for and referral to primary medical care for PLWH</li> </ol>
OBJECTIVES	<ol style="list-style-type: none"> <li>A. Prevent oral and/or systemic disease where the oral cavity serves as an entry point</li> <li>B. Eliminate presenting symptoms</li> <li>C. Eliminate infection</li> <li>D. Preserve dentition and restore function</li> <li>E. Increase knowledge and practice of better oral health maintenance among PLWH</li> <li>F. Facilitate linkage to appropriate oral and other health care services</li> <li>G. Increase number of individuals retained in oral health care</li> </ol>

## 2.0 DEFINITIONS

2.1 **Basic Supportive Dental Procedures:** The fundamental duties or functions which may be performed by an unlicensed dental assistant under the supervision of a licensed dentist because of their technically elementary characteristics, complete reversibility and inability to precipitate potentially hazardous conditions for the client being treated.

2.2 **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.

- 2.3 **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 Program 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 any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **Direct Supervision:** Supervision of dental procedures based on instructions given by a licensed dentist who must be physically present in the treatment facility during performance of those procedures.
- 2.8 **Doctor of Dental Surgery (DDS) or Doctor of Dental Medicine (DMD):** Degree awarded upon graduation from dental school to become a general dentist. (See [Dental Board of California](#) website for more information.)
- 2.9 **Endodontics:** Branch of dentistry that is concerned with the morphology, physiology and pathology of the human dental pulp and periradicular tissues (Visit <https://www.ada.org/en> for more information.)
- 2.10 **Endodontist:** A DDS or DMD that has completed four (4) years of dental school along with an additional 2 or more years of specialty training in endodontics.
- 2.11 **Endodontic Resident:** A dental school graduate who is specializing in the field of endodontics and directly supervised by an Endodontist and faculty member. (Visit [Dental Board of California](#) website for more information.)
- 2.12 **Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.13 **General Dentistry Services (GDS):** Diagnostic, prophylactic, and therapeutic oral health services rendered by dentists, registered dental hygienists, registered dental assistants, and other similarly trained professional practitioners.
- 2.14 **General Supervision:** The supervision of dental procedures based on instructions given by a licensed dentist, but not requiring the physical presence of the supervising dentist during the performance of those procedures.

- 2.15 **Number of Clients:** The number of client documented using the figures for unduplicated clients within a given contract period.
- 2.16 **Oral and Maxillofacial Pathologist:** A DDS or DMD that has completed four (4) years of dental school along with three (3) additional years of education of specialty training in Oral and Maxillofacial Pathology.
- 2.17 **Oral and Maxillofacial Pathology:** This specialty of dentistry is a discipline of pathology that deals with the nature, identification, and management of diseases affecting the oral and maxillofacial regions. (Visit <https://www.ada.org/en> for more information.)
- 2.18 **Oral and Maxillofacial Radiologist:** A DDS or DMD that has completed four (4) years of dental school along with three (3) additional years of education of specialty training in Oral and Maxillofacial Radiology. (Visit Dental Board of California website for more information.)
- 2.19 **Oral and Maxillofacial Radiology:** As per the American Dental Association (ADA), the specialty of dentistry and discipline of radiology concerned with the production and interpretation of images and data produced by all modalities of radiant energy that are used for the diagnosis and management of diseases, disorders and conditions of the oral and maxillofacial region. (Visit <https://www.ada.org/en> for more information.)
- 2.20 **Oral and Maxillofacial Surgeon:** A DDS or DMD that has completed four (4) years of dental school along with three (3) additional years of education of specialty training in Oral and Maxillofacial Surgery. (Visit Dental Board of California website for more information.)
- 2.21 **Oral and Maxillofacial Surgery:** This specialty of dentistry includes the diagnosis, surgical and adjunctive treatment of diseases, injuries and defects involving both the functional and esthetic aspects of the hard and soft tissues of the oral and maxillofacial region. (Visit <https://www.ada.org/en> for more information.)
- 2.22 **Oral Prophylaxis:** Preventative dental procedures that include the complete removal of calculus, soft deposits, plaque and stains from the coronal portions of the tooth. This treatment enables a patient to maintain healthy hard and soft tissues.
- 2.23 **Orthodontics and Dentofacial Orthopedics:** Dental specialty that includes the diagnosis, prevention, interception, and correction of malocclusion, as well as neuromuscular and skeletal abnormalities of the developing or mature orofacial structures. (Visit <https://www.ada.org/en> for more information.)

- 2.24 **Orthodontist:** A DDS or DMD that has completed four (4) years of dental school along with an additional three (3) years of education of specialty training in Orthodontics. (Visit [Dental Board of California](#) website for more information.)
- 2.25 **Periodontics:** Specialty of dentistry that encompasses the prevention, diagnosis, and treatment of diseases of the supporting and surrounding tissues of the teeth or their substitutes and the maintenance of the health, function and esthetics of these structures and tissues. (Visit <https://www.ada.org/en> for more information.)
- 2.26 **Periodontist:** A DDS or DMD that has completed four (4) years of dental school along with an additional three years of education of specialty training in Periodontics. (Visit [Dental Board of California](#) website for more information.)
- 2.27 **Prosthodontics:** Dental specialty pertaining to the diagnosis, treatment planning, rehabilitation and maintenance of the oral function, comfort, appearance and health of patients with clinical conditions associated with missing or deficient teeth and/or oral and maxillofacial tissues using biocompatible substitutes. (Visit <https://www.ada.org/en> for more information.)
- 2.28 **Prosthodontist:** A DDS or DMD that has completed four (4) years of dental school along with an three (3) additional years of education of specialty training in Prosthodontics. (Visit [Dental Board of California](#) website for more information.)
- 2.29 **Registered Dental Assistant (RDA):** A licensed person who has graduated from a California Board-approved RDA educational program, or completed 15 months of work experience as a dental assistant and has successfully completed California Board-approved courses in radiation safety and coronal polishing, successfully completed California Board-approved courses in the California Dental Practice Act and infection control within five years prior to application for licensure, successfully completed an American Heart Association or American Red Cross-approved course in Basic Life Support, and passed a state written and practical exam passed a state written exam in law and ethics, and apply for licensure as an RDA to the Dental Board of California. (Visit [Dental Board of California](#) website for more information).
- 2.30 **Registered Dental Hygienist (RDH):** A licensed person who has graduated from a California Board-approved RDH educational program, successfully passed the National Board Dental Hygiene Examination and successfully passed Dental Hygiene Committee of California written and practical exam as well as successfully completed both infection control training and an American

Heart Association or American Red Cross-approved course in Basic Life Support (Visit Dental Board of California website for more information.)

- 2.31 **RWP Eligible Client:** An uninsured or underinsured Los Angeles County resident living with HIV whose income is at or below five hundred percent (500%) of the Federal Poverty Level. (visit <https://www.federalregister.gov/documents/2018/01/18/2018-00814/annual-update-of-the-hhs-poverty-guidelines>.)
- 2.32 **Specialty Dentistry Services (SDS):** An area of dentistry that has been formally recognized by the ADA as meeting the specified Requirements for Recognition of Dental Specialties. The responsibilities of the different areas of specialization, the requirements and other information can be found on the ADA's website [https://www.ada.org/en/education-careers/careers-in-dentistry/dental-specialties#Requirements for Recognition](https://www.ada.org/en/education-careers/careers-in-dentistry/dental-specialties#Requirements%20for%20Recognition) .
- 2.33 **Standard Precautions:** An approach to infection control that integrates and expands the elements of Universal Precautions (human blood and certain human body fluids treated as if known to be infectious for HIV, HBV and other blood pathogens). Standard precautions apply to contact with all body fluids, secretions and excretions (except for sweat) regardless of whether they contain blood, and contact with non-intact skin and mucous membranes.
- 2.34 **Units of Service:** The number of diagnostic dental procedures, prophylactic dental procedures and dental procedures (procedures are calculated in number of procedures) for reimbursement for OHS.

### 3.0 RESPONSIBILITIES

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

#### COUNTY

##### 3.1 Personnel

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

- 3.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 3.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

- 3.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alteration of Terms and Amendments.

## **CONTRACTOR**

### **3.2 Contractor Requirements**

3.2.1 Contractor shall have a minimum of three (3) years of experience within the last five (5) years providing HIV services to PLWH.

3.2.2 The Contractor or approved consultant(s)/subcontractor(s), as applicable, shall:

3.2.2.1 Have a minimum of three (3) years of experience within the last five (5) years providing SDS to PLWH in a minimum of one of the following specialties:

1. Endodontics
2. Oral and Maxillofacial Radiology
3. Oral and Maxillofacial Pathology
4. Oral and Maxillofacial Surgery
5. Orthodontics
6. Periodontics
7. Prosthodontics

3.2.2.2 Have the appropriate and required dental license/permit and/or certification, listed below, as required by the State of California and Federal Regulations for professional OHS practitioners as listed below:

#### **A. General and Specialty Dentistry**

i. General License to Practice Dentistry as set forth by the Dental Board of California. Licensing criteria available at [http://www.dbc.ca.gov/applicants/dds/become\\_licensed.shtml](http://www.dbc.ca.gov/applicants/dds/become_licensed.shtml)

ii. Additionally, Specialty Dentists must possess a valid dental license/permit and/or certification in one of the following area(s) of expertise as set forth by the Dental Board of California License:

1. Endodontics
2. Oral and Maxillofacial Radiology



- 3. Oral and Maxillofacial Pathology
- 4. Oral and Maxillofacial Surgery
- 5. Orthodontics
- 6. Periodontics
- 7. Prosthodontics

Verification available at [http://www.dbc.ca.gov/verification/license\\_verification.shtml](http://www.dbc.ca.gov/verification/license_verification.shtml)

- iii. General License to practice as a Dental Assistant as set forth by the Dental Board of California. Licensing criteria available at [http://www.dbc.ca.gov/applicants/dds/become\\_licensed.shtml](http://www.dbc.ca.gov/applicants/dds/become_licensed.shtml)
- iv. Must meet regulations for blood borne pathogens as set forth by the State of California's Department of Industrial relations available at <https://www.dir.ca.gov/title8/5193.html> as well as CAL-OSHA Standards for Medical and Dental offices which are available at <https://www.osha.gov/Publications/OSHA3187/osha3187.html>
- v. Contractor facilities must meet, in addition to the above, the Employee Safety Policies that govern the use of facilities, equipment, toxic and hazardous substances and waste management standards for traditional dental operations and personnel utilization which are available at <https://www.osha.gov/Publications/OSHA3187/osha3187.html>.

**B. Dental Hygiene**

- i. General License to Practice Dental Hygiene as set forth by the Dental Board of California. Licensing criteria available at [http://www.dbc.ca.gov/applicants/dds/become\\_licensed.shtml](http://www.dbc.ca.gov/applicants/dds/become_licensed.shtml).

3.2.3 Be properly licensed and/or otherwise legally permitted to operate a clinic(s) in the State of California. Contractor must maintain a copy of current and valid license or permit per clinic(s) site where dental services are being provided which may include but is not limited to clinic license approved by the California Department of Public Health (CDPH) or County of Los Angeles, DPH, Health Facilities Inspection Division for

Licensing and Certification, or have documentation showing that it is legally permitted to operate a clinic(s) in the State of California.

3.2.4 Maintain a current and valid Denti-Cal certification and bill Denti-Cal and other public and private third-party payers as applicable.

3.2.5 Be Health Insurance Portability and Accountability Act (HIPAA) certified and compliant.

### **3.3 Personnel**

#### **3.3.1 Contractor's Project Manager**

3.3.1.1 Contractor must assign a Project Manager and designated alternate, who serve separately from the General Dentistry Services team.

3.3.1.2 Contractor's 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.

3.3.1.3 Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract.

3.3.1.4 Contractor's Project Manager must be able to effectively communicate, in English, both orally and in writing.

3.3.1.5 Contractor's Project Manager shall be physically located at the Contractor's office location.

### **3.4 Staffing**

3.4.1 Contractor must maintain dental health care professionals who possess the applicable professional degrees and current licenses, or bona fide student interns enrolled in a professional degree program.

SDS staff shall include, at a minimum, one (1) licensed specialty dentist, one (1) registered dental assistant, and one (1) registered dental hygienist. Additionally, Contractor may elect (it is not required) to utilize no more than one (1) dental care coordinator. Staff assigned to dental team can vary depending on the clinic's patient population size.

3.4.1.1 Dentist: A licensed dentist must have completed a four (4)- year dental program and possess either a D.D.S or D.M.D. degree. Dentists are regulated by the Dental Board of California. This information is available at: <http://www.dbc.ca.gov/index.shtml>

3.4.1.2 Dentist Specialty Certification: In addition to being a licensed dentist as directed above, Specialty Dentists must successfully completed an ADA approved certification program in their respective specialty dentistry discipline that they are providing to clients under this contract. Specialty Dentists are regulated by the Dental Board of California. This information is available at: <http://www.dbc.ca.gov/index.shtml>

Approved specialties are:

- a. Endodontists
- b. Oral and Maxillofacial Radiologists
- c. Oral and Maxillofacial Pathologists
- d. Oral and Maxillofacial Surgeons
- e. Orthodontists
- f. Periodontists
- g. Prosthodontists

3.4.1.3 Registered Dental Assistants (RDA): A licensed RDA must complete the licensure process for RDAs as described by the Dental Board of California. This information is available at: <http://www.dbc.ca.gov/applicants/rda/becomelicensed.shtml>

The RDA may perform all procedures authorized by these regulations and in addition may perform all functions which may be performed by a dental assistant under the designated supervision of a licensed dentist. (Visit Dental Board of California website for more information.)

3.4.1.4 Registered Dental Hygienists (RDH): A licensed RDH, must complete the licensure process for RDHs as described by the Dental Board of California. This information is available at: <http://www.dhcc.ca.gov/applicants/becomelicensed.shtml>.

3.4.1.5 Dental Care Coordinator (DCC): The DCC is an optional staffing position that may be requested by Contractors to assist PLWH

who are experiencing difficulty with OHS adherence. A DCC must have a minimum of 1 year of experience serving in a case manager capacity in a health or social services setting and possess a Bachelor's degree in 1) Nursing (BSN); 2) Social Work; 3) Counseling; 4) Psychology; 5) Marriage and Family Counseling; or 6) Human Services; **OR** hold a vocational nurse (LVN) license or related experience **OR** an OHS Intern actively working towards obtaining Doctor of Dental Surgery (DDS) or Doctor of Dental Medicine (DMD) degree.

Dental Care Coordination is focused on increasing access to OHS and retention in care by assisting the client in addressing barriers to OHS. Essential functions of the DCC include, but are not limited to:

- a. Recruiting clients into dental care;
- b. Scheduling appointments for clients and following up with reminders;
- c. Addressing barriers that impact clients' ability to keep dental appointments;
- d. Coordinating with other HIV service providers and referring clients to those services, such as HIV medical case management (i.e. medical care coordination), medical care, mental health care, substance abuse treatment, or other supportive services as needed;
- e. Educating HIV providers in the continuum of HIV care on the importance of OHS and how to refer their clients to dental services;
- f. Retention services;
- g. Requesting language translation services from DHSP-funded Language Services provider, as needed;
- h. Conducting client satisfaction surveys;
- i. Entering client data; and
- j. Maintenance of client records

3.4.2 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.

3.4.3 All staff, subcontracted staff shall be appropriately licensed or certified to provide services in their respective specialty fields, as required by federal, State, and local laws.

- 3.4.4 Contractor is responsible for ensuring that all dental health care professionals and subcontracted staff possess the applicable professional degrees and current licenses, or bona fide student interns are enrolled in a professional degree program.
- 3.4.5 Contractor is responsible for ensuring that all dental health care professionals and subcontracted staff remain in good standing, with proper certification and licensing updated as required by law.
- 3.4.6 Clinical supervision shall be assigned to a licensed dentist who shall be responsible for all clinical operations.
- 3.4.7 Contractor shall be required to perform background checks of their employees and subcontractors/consultants as set forth in Administration of Contract, Paragraph 23, sub-paragraph D, Background & Security Investigations, of the Contract. All costs associated with the background and security investigation must be borne by the Contractor.
- 3.4.8 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening of each individual, volunteer, subcontractor and consultants providing SDS, according to the Contract, Paragraph 18J, Guidelines for Staff Tuberculosis Screening.
- 3.4.9 Contractor shall 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.
- 3.4.10 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.

### **3.5 Training of Contractor's Staff, Consultants, and Subcontractors**

- 3.5.1 Contractor shall ensure that at hire, the OHS staff possesses the appropriate skills to provide adequate SDS. Contractor shall provide medical care coordination staff with ongoing training related to the provision of OHS.
- 3.5.2 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.

- 3.5.3 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 oral health care and prevention approaches in the HIV field.
- 3.5.4 All employees, consultants, and subcontractors must be trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under this contract. All equipment must be checked daily for safety. All employees must wear safety and protective gear as appropriate, according to OSHA standards, as applicable.
- 3.5.5 Prior to performing oral health care services, all dental staff will be oriented and trained in policies and procedures of the general practice of dentistry, and specifically, the provision of dental services to persons living with HIV. These training programs shall, at a minimum, include:
  - a. Basic HIV information;
  - b. Orientation to the office and policies related to the oral health of people living with HIV;
  - c. Infection control and sterilization techniques;
  - d. Methods of initial evaluation of the clients regarding maintenance of their own health;
  - e. Recognition and treatment of common oral manifestations and complications of HIV disease; and
  - f. Recognition of oral signs and symptoms of advanced HIV disease, including treatment and/or appropriate referral.

Providers are encouraged to continually educate themselves about HIV disease and associated oral health treatment considerations.

### **3.6 Approval of Contractor's Staff and Subcontractors**

- 3.6.1 County has the absolute right to approve or disapprove any of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director.
- 3.6.2 Contractor must remove and replace personnel performing services under this Contract within thirty (30) days of a written request by the County. Contractor must send County written confirmation of the removal of the personnel in question.

3.6.3 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.

3.6.4 Contractor must obtain approval of DHSP Director or his designee prior to signing any subcontractor or consultant agreement and must give DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

### **3.7 Staff Retention Policies and Procedures**

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

### **3.8 Uniforms/Identification Badges**

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

3.8.2 Contractor must 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.

### **3.9 Materials, Supplies and/or Equipment**

3.9.1 The purchase of all materials, supplies, and/or equipment to provide the applicable services under this contract is the responsibility of the Contractor. Contractor must 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.

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

3.9.3 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.

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

### 3.10 Contractor's Office

Contractor must maintain an office location in Los Angeles County with a telephone in the company's name where Contractor conducts business. The office must 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/or concerns which may be received about the Contractor's performance of the Contract.

When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

#### 3.10.1 Contractor's Facility

Contractor must be a licensed dental office, 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 must maintain each facility in good repair and sufficient to facilitate high-quality, appropriate services.

Contractor's facility and location must 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, clearly marked indicating location of services.

3.10.2 Contractor's Service Delivery Site(s): Contractor's facilities where services are to be provided hereunder are located at: To be determined, as described in Attachment II, Service Delivery Site Questionnaire.

Contractor must request approval from DHSP in writing a minimum of sixty (60) 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 must 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 must submit all memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

### 3.10.3 Emergency Disaster Plan:

Contractor must submit to DHSP upon request, as part of the Administrative Review, 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.

## 3.11 Guidelines on Materials Review

3.11.1 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 in order to ensure that such materials adhere to community norms and values, and are in compliance with all Contract requirements.

3.11.2 Contractor must 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: <http://publichealth.lacounty.gov/dhsp/docs/MaterialReviewProtocol2016l.pdf> or by calling DHSP Materials Review at (213) 351-8094.

## 3.12 County's Data Management System

3.12.1 Contractor must utilize the County's data management system to register client's demographic/resource data; enter service utilization data, medical and support service outcomes, including OHS Services screening, enrollment, tracking, and assessment data; and record linkages/referrals to other service providers and/or systems of care.

3.12.2 County's system will be used to standardize reporting and invoicing, support program evaluation processes, and provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor must ensure data quality and compliance with all data submission requirements as provided in writing by DHSP.

### **3.13 People with HIV/AIDS Bill of Rights and Responsibilities**

The County will administer the Contract according to the Contract Paragraph 18I, 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.

### **3.14 Emergency Medical Treatment**

3.14.1 Contractor must arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury.

3.14.2 Contractor must have written policy(ies) for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

### **3.15 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 must actively view the County's Commission on HIV (Commission) website (<http://hivcommission-la.info/>) and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

### **3.16 Ryan White Service Standards**

3.16.1 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

3.16.2 Contractor must 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 must 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 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.

3.16.3 Contractor must 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 must 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:
  - i. Permit denial of services due to pre-existing conditions;
  - ii. Permit denial of services due to non-HIV related conditions (primary care); and
  - iii. Provide any other barriers to care due to a person's past or present health condition.

3.16.4 Contractor must 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 must 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.

### **3.17 Screen for Ryan White Program Eligibility**

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 I, 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.

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

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

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

### **3.18 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.

3.18.1 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.

3.18.2 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:
  - i. 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.
  - ii. 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.
  - iii. 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.
  - iv. 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.

3.18.3 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.

### **3.19 Provide Culturally Appropriate and Linguistically Competent Services**

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

- 3.19.2 Contractor shall maintain a proven, successful track record serving RWP clients by effectively addressing oral health treatment and concerns within the appropriate social context for each client.

#### **4.0 SPECIFIC WORK REQUIREMENTS**

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

##### **4.1 Deliver Specialty Dentistry Services (SDS) to People Living with HIV (PLWH)**

Contractor shall deliver specialized educational, prophylactic, diagnostic, and therapeutic dental services to clients as described in Attachment II, Service Delivery Site Questionnaire, who have written certification from a physician of a diagnosis of HIV disease or AIDS.

4.1.1 Conduct client registration/intake. Contractor shall collect demographic data, emergency contact information, next of kin and any eligibility documentation in order to screen for eligibility (See SOW Section 3.17). The intake process acquaints the client with the range of services offered and determines the potential client's interest in such services. Client intake shall be completed in the first contact with the potential client. Contractor shall maintain a client record for each eligible client receiving SDS.

4.1.1.1 Obtain client's informed consent: Contractor is required to obtain a client's informed consent for the following:

- a. Release of Information: Contractor shall ensure each client has completed a Release of Information form (form must be updated annually) and the client must clearly specify what types of information can be released.
- b. Limits to Confidentiality: Contractor shall ensure the Limits to Confidentiality form is signed by the clients informing them that should the client disclose harmful, dangerous, or criminal intent/action against other human being, or against himself or herself, it is the healthcare provider's duty to warn appropriate individuals of such intentions; in those cases, confidentiality and privileged communication between the provider and client does not apply (Refer to California State Law reporting requirements).

- c. Consent to Receive Services: Contractor shall describe all options for dental treatment (including cost considerations), and allow the client to be part of the decision-making process. As part of the informed consent process, dental professionals shall discuss, at a minimum, the following with the client:
  - i. Appropriate diagnostic information;
  - ii. Recommended treatment;
  - iii. Alternative treatment and sources of funding;
  - iv. Costs (if any);
  - v. Benefits and risks of treatment; and
  - vi. Limitations of treatment based on health status and available resources.
- d. Consent for Specific Treatment- After the informed consent discussion, the client must sign an informed consent document for all dental procedures. This informed consent process will be ongoing as indicated by the dental treatment plan.
- e. Client Rights and Responsibilities
- f. Client Grievance Procedures
- g. Eligibility Documentation (Refer to SOW, Section 3.17)

4.1.2 Obtain client's medical history. Contractor shall obtain a comprehensive medical history on each client. Full medical status information from the client's GDS provider and medical provider, including the last six (6) months of laboratory test results shall be obtained and considered by the specialty dentist. This information may assist the dentist in identifying conditions that may affect the diagnosis and management of the client's oral health. The medical history and current medication list must be updated on a regular basis to ensure all medical and treatment changes are noted. There are certain conditions under which this consultation is required including, but not limited to, situations where:

- a. Additional or more complete medical information is needed;
- b. A decision must be made whether dental treatment should occur in a hospital setting;
- c. A client reports having had heart surgery but is unsure of what kind;

- d. Inconsistent or illogical information leads the dental provider to doubt the accuracy of the medical information provided by the client;
- e. A client's symptoms have changed and it is necessary to determine if treatment modifications are indicated;
- f. New medication is being prescribed to ensure medication safety and prevent any drug interactions; and
- g. When oral opportunistic infections are present.

4.1.3 Conduct an oral health evaluation. Clients shall be given a comprehensive oral evaluation including:

- a. Documentation of client's presenting complaint;
- b. Full mouth radiographs or panoramic and bite wings and selected periapical films as appropriate per the ADA Radiographic guidelines;
- c. Complete periodontal exam or Periodontal Screening Record (PSR);
- d. Comprehensive head and neck exam;
- e. Complete intra-oral exam, including evaluation for HIV-associated lesions;
- f. Diagnostic tests relevant to the assessment of pain that the client reports shall be performed, when indicated, and used in diagnosis and treatment planning; and
- g. Biopsies of suspicious oral lesions should be taken, as indicated.
- h. Prosthodontic Services, including implants, dentures, and veneers must be medically necessary and be approved by DHSP.
- i. Orthodontics Services must be medically necessary and be approved by DHSP.

4.1.4 Develop a treatment plan. Contractor shall, in consultation with the client, develop a comprehensive multi-disciplinary treatment plan.

- a. Treatment plans should include information obtained from the medical history and oral health evaluation, including results of diagnostic testing and/or biopsies and be reviewed with and signed by the client. The behavioral, psychological, developmental and physiologic strengths and limitations of the client shall be considered by the dental professional when developing the treatment plan. The ability to withstand treatment for an extended amount of time or return for sequential visits should be determined when a treatment plan is prepared or when a dental procedure is being initiated.
- b. The client's primary reason for the visit must be considered by the dental professional when developing the dental treatment plan. The treatment priority should be given to the management of pain, infection, traumatic injury or other emergency conditions. The dentist should attempt to manage the client's pain, anxiety, and behavior



during treatment to facilitate safety and efficiency. The goal of treatment shall be to maintain the most optimal functioning possible.

- c. When developing a treatment plan, the specialty dentist shall consider:
  - i. Tooth and/or tissue supported prosthetic options;
  - ii. Fixed prostheses, removable prostheses or a combination of these options;
  - iii. Soft and hard tissue characteristics and morphology, ridge relationships, occlusion and occlusal forces, aesthetics and parafunctional habits;
  - iv. Restorative implications, endodontics status, tooth position and periodontal prognosis; and
  - v. Craniofacial, musculoskeletal relationships, including the clinically apparent status of the temporomandibular joints.
- d. Treatment plans shall be completed within a reasonable amount of time and shall be revised and updated, at a minimum, annually. Treatment plans will include appropriate recall/follow-up schedules. The clinician shall develop a recall schedule to monitor any oral changes. If the client's CD4 (also known as CD4+ T cells) count is below one hundred (100), a three (3) month recall schedule must be considered. Treatment plans will be updated as necessary and determined by the dental provider.

4.1.5 Consider special treatment options. Proposer shall consider modifications of dental therapy when certain circumstances occur. Most HIV-positive clients can be treated safely in a typical dental clinic. Under certain circumstances, modifications of dental therapy may be considered:

- a. Bleeding tendencies may determine whether or not to recommend full mouth scaling and root planning or multiple extractions in one visit. A tooth-by-tooth approach is recommended to evaluate risk of hemorrhage.
- b. In severe cases, clients may be treated more safely in a hospital environment where blood transfusions are available.
- c. Deep block injections should be avoided in clients with a recent history or laboratory results indicate bleeding tendencies.
- d. A pre-treatment antibacterial mouth rinse will reduce intraoral bacterial load, especially for those clients with periodontal disease.

- e. When salivary hypofunction is present, the client should be closely monitored for but not limited to:
  - i. Caries;
  - ii. Periodontitis;
  - iii. Soft Tissue lesions; and
  - iv. Salivary gland disease.
- f. Fluoride supplements in the form of a rinse and/or toothpaste should be prescribed for those with increase caries and salivary hypofunction. In severe cases of Xerostomia, appropriate referral should be made to a dental professional experienced in dealing with oral mucosal and salivary gland diseases.
- g. There is no evidence to support the need for routine antibiotic coverage to prevent bacteremia or septicemia arising from dental procedures for the HIV-positive client; however, when indicated, the American Heart Association guidelines for antibiotic prophylaxis for bacterial endocarditis should be followed when treating an HIV-positive client. The primary medical care physician must be consulted before utilizing procedures likely to cause bleeding and bacteremia in clients with neutrophil counts below five hundred (500) cells/mm<sup>3</sup>, not already taking antibiotics as prophylaxis against opportunistic infections.

#### **4.2 Provide Prevention and Early Intervention Education**

Contractor shall emphasize prevention and early detection of oral disease by educating clients about preventive oral health practices, including instruction in oral hygiene. In addition, dental professionals shall provide counseling regarding behaviors (e.g. Tobacco use, unprotected oral sex, body piercing in or around the oral cavity) and general health conditions that can compromise oral health. The impact of good nutrition on preserving good oral health should be discussed and basic nutritional counseling may be offered to assist clients in maintaining oral health; when appropriate, a referral to a registered dietitian or other qualified person should be made.

#### **4.3 Coordinate Whole Person Client Care**

4.3.1 Encourage primary medical care participation. Contractor shall emphasize the importance of regular primary medical care and encourage clients to adhere to their medication regimens. If a client is not under the regular care of a primary care physician, he or she shall be encouraged to seek care and a referral to primary care must be made

and documented in the client's medical record. If after six (6) months a client has not engaged in medical care, Contractor may decide to discontinue OHS until such time that engagement has been accomplished. Clients should be made aware of this policy at the time of intake into the program. Under certain circumstances, dental professionals may require further medical information or laboratory results in order to determine the safety and appropriateness of planned dental care. In that case, the dentist may require the necessary medical information before offering further dental care.

- 4.3.2 Coordinate specialty dentistry care with primary medical care provider and GDS provider. Contractor shall have regular contact with the client's primary care clinic and GDS provider to ensure integration of services and improved client care. Contractor shall also reciprocate and provide the referring GDS provider and the primary medical care provider with a dental update report on status of SDS delivered to the client.
- 4.3.3 Provide Triage and Referrals. Contractor shall refer clients to other specialty providers as needed including, but not limited to Periodontists, Endodontists, Oral Surgeons, and/or Oral Pathologists, when a higher level or different level of oral health treatment services is needed than the Contractor is able to provide.
- 4.3.4 HIV status and viral load considerations. There is no justification to deny or need to modify dental treatment based on the fact that a client has tested positive for HIV. Furthermore, viral load alone is not an indicator that should be used to justify withholding dental treatment from a client. If a client's medical condition is compromised, Contractors shall consider treatment adjustments, as with any medically compromised client, as necessary to maintain optimal health and wellbeing.

#### **4.4 Retain Clients in Dental Care**

- 4.4.1 Schedule client for ongoing dental care. Contractors shall schedule ongoing specialty dental care, as needed, for clients.
- 4.4.2 Maintain follow-up procedures. Contractor shall have a broken appointment policy and procedure to ensure continuity of care and retention of clients is required. Follow-up can include telephone calls, written correspondence, and/or direct contact in an effort to maintain a client's participation in dental care. Such efforts shall be documented in the progress notes within the client's dental record.

#### **4.5 Promote OHS for PLWH**

Contractor shall promote the availability of OHS for PLWH to HIV service organizations, professional organizations which provide training for dental care professionals, and other HIV service providers.

4.5.1 Provide educational materials. Contractor shall develop and disseminate oral health educational materials, where appropriate to raise awareness, to HIV service providers including physicians, case managers, Medical Care Coordination teams, and others of the availability of OHS in order to increase the number of dental referrals for PLWH.

#### **4.6 Comply with and Maintain Administrative Procedures and Operational Protocols**

4.6.1 Contractor shall comply with standards of care. All oral health services provided under this Contract must be delivered in accordance with Department of Health and Human Services HIV Treatment Guidelines. Additionally, dental care should be delivered in accordance with the following standards of care:

4.6.1.1 Oral Health Standards of Care and Practice Guidelines for the Treatment of HIV Patients in General Dentistry (available at: [https://www.health.ny.gov/diseases/aids/providers/reports/docs/oral\\_health.pdf](https://www.health.ny.gov/diseases/aids/providers/reports/docs/oral_health.pdf))

4.6.1.2 The New York AIDS Institute Oral Health Guidelines, 2010 (available at: [https://www.health.ny.gov/diseases/aids/providers/reports/docs/oral\\_health.pdf](https://www.health.ny.gov/diseases/aids/providers/reports/docs/oral_health.pdf))

4.6.1.3 Dental Management of the HIV-infected Patient, Supplement to Journal of the American Dental Association, Chicago, 1995; Clinician's Guide to Treatment of HIV-Infected Patients, Academy of Oral Medicine, 3<sup>rd</sup> Edition, Ed. Lauren L. Patton, Michael Glick, New York, 2002; Principles of Oral Health Management for the HIV/AIDS Patient, A Course for Training the Oral Health Professional, Department of Human Services, Rockville, Maryland, 2001.

4.6.2 Contractor shall adhere to policies, procedures and guidelines will ensure that basic Standard Precautions are followed in the administration of all SDS.

4.6.3 Contractor shall comply with infection control guidelines and procedures established by the California Occupation Safety and Health Administration (Cal-OSHA).

4.6.4 Contractor shall update and maintain individual client dental records in accordance with current standards.

#### **4.7 Third-Party Reimbursement**

In order to begin and continue to provide General Dentistry Services to Ryan White Program-funded clients, Contractors must obtain and maintain valid Denti-Cal Certification. Contractor shall bill Denti-Cal and other public and private third-party payers as applicable.

### **5.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

5.1 Contractor must obtain approval 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.

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

### **6.0 QUALITY MANAGEMENT PROGRAM**

The Contractor must implement a Quality Management (QM) program, as defined in this Contract, Paragraph 18K, Quality Management, Paragraph 18L, Quality Management Plan, and Paragraph 18M, Quality Management Program Monitoring, that assesses the extent to which the HIV-related care and services provided are consistent with federal, State, and local standards of HIV care and services.

### **7.0 HOURS/DAYS OF WORK**

The Contractor shall be required to provide SDS during the days and hours most convenient to the client population, which may be during the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., or some fraction of that, and may also be provided on 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; Indigenous Peoples Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

## **8.0 WORK SCHEDULES**

- 8.1 Contractor shall maintain a work schedule for all OHS staff at each location/facility on file, 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.

## **9.0 COUNTY'S QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 40, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

### **9.1 Meetings**

Contractor must meet with the County as requested.

### **9.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance and 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.

**Ryan White Program Eligibility Documentation and Verification**

Client must meet all criteria listed evidenced by one of the acceptable types of verification listed for each criteria.

<b>RWP Eligibility Criteria</b>	<b>Types of Acceptable Verification</b>
<b>HIV Diagnosis (one of the following)</b>	<ol style="list-style-type: none"> <li>1) A letter signed by a physician;</li> <li>2) Diagnosis Form containing a physician or licensed healthcare provider (Nurse Practitioner or Physician Assistant) signature;</li> <li>3) Laboratory results containing the name of the laboratory and indicating HIV status, CD4 count, HIV viral load, and type of HIV viral load test performed (within last 12 months); or</li> <li>4) Two Rapid Testing Algorithm (RTA) results in which both tests contain positive results. Both tests should indicate the agency name, HIV counselor name, and the client's name.</li> </ol>
<b>Los Angeles County Residence (one of the following)</b>	<ol style="list-style-type: none"> <li>1) Rental or lease agreement;</li> <li>2) Mortgage statement;</li> <li>3) Utility bill;</li> <li>4) Government issued letter;</li> <li>5) Bank statement;</li> <li>6) Support verification affidavit including verification of address for supporter;</li> <li>7) Homeless verification affidavit; or</li> <li>8) Valid California driver license/California identification card.</li> </ol>
<b>Verification of Income (one of the following)</b>	<ol style="list-style-type: none"> <li>1) Bank statement containing direct deposits from Social Security Disability Insurance, Social Security Administration, Veterans Affairs, or unemployment;</li> <li>2) Pay stub(s) for 1 full month of wages;</li> <li>3) Disability award letter;</li> <li>4) Benefit receipt or check stub;</li> <li>5) Self-employment affidavit; or</li> <li>6) Most recent tax return.</li> </ol>
<b>Verification of Insurance (one of the following)</b>	<ol style="list-style-type: none"> <li>1) Confirmation of coverage if insured or underinsured (e.g. insurance card and/or explanation of benefits); or</li> <li>2) Denial letter from Medi-Cal or a print out of computer screen shot.</li> </ol>

SERVICE DELIVERY SITE QUESTIONNAIRE  
**SERVICE DELIVERY SITES**

Site# 1 of 1

- 1. Agency Name: \_\_\_\_\_
- 2. Executive Director: \_\_\_\_\_
- 3. Address of Service Delivery Site: \_\_\_\_\_  
\_\_\_\_\_

4. In which Service Planning Area is the service delivery site?

- |                                 |                                |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley      | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles  |
| _____ Five: West Los Angeles    | _____ Six: South Los Angeles   |
| _____ Seven: East Los Angeles   | _____ Eight: South Bay         |

5. In which Supervisorial District is the service delivery site?

- |                               |                                     |
|-------------------------------|-------------------------------------|
| _____ One: Supervisor Solis   | _____ Two: Supervisor Ridley-Thomas |
| _____ Three: Supervisor Kuehl | _____ Four: Supervisor Hahn         |
| _____ Five: Supervisor Barger |                                     |

6. What percentage of your allocation is designated to this site? \_\_\_\_\_



SERVICE DELIVERY SITE QUESTIONNAIRE

**CONTRACT GOALS AND OBJECTIVES**  
**Table 1**  
**July 1, 2019 through February 29, 2020**

Number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

<b>Contract Goals and Objectives</b>	<b>Unduplicated Clients</b>
Service Site	No. of Clients
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
<b>TOTAL</b>	

SERVICE DELIVERY SITE QUESTIONNAIRE

**CONTRACT GOALS AND OBJECTIVES**  
**Table 1**  
**March 1, 2020 through February 28, 2021**

Number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients
Service Site	No. of Clients
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
<b>TOTAL</b>	

SERVICE DELIVERY SITE QUESTIONNAIRE

**CONTRACT GOALS AND OBJECTIVES**  
**Table 1**  
**March 1, 2021 through February 28, 2022**

Number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients
Service Site	No. of Clients
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
<b>TOTAL</b>	

**EXHIBIT B**

**(AGENCY NAME)**

**ORAL HEALTH CARE SERVICES FOR RYAN WHITE PROGRAM ELIGIBLE  
PERSONS LIVING WITH HIV**

**SCHEDULES**

**SCHEDULE \_\_**

**ORAL HEALTH CARE (GENERAL DENTISTRY) SERVICES FOR PERSONS LIVING WITH HIV**

	<u>Budget Period</u> July 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>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$</b>	<b>0</b>

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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE \_\_\_\_\_

**ORAL HEALTH CARE (GENERAL DENTISTRY) SERVICES FOR PERSONS LIVING WITH HIV**

	<u>Budget Period</u> March 1, 2020 through <u>February 28, 2021</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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE \_\_\_\_\_

**ORAL HEALTH CARE (GENERAL DENTISTRY) SERVICES FOR PERSONS LIVING WITH HIV**

	<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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE \_\_\_\_\_

**ORAL HEALTH CARE (SPECIALTY DENTISTRY) SERVICES FOR PERSONS  
LIVING WITH HIV**

	<u>Budget Period</u> July 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>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$</b>	<b>0</b>

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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.



SCHEDULE \_\_\_\_\_

ORAL HEALTH CARE (SPECIALTY DENTISTRY) SERVICES FOR PERSONS  
LIVING WITH HIV

	<u>Budget Period</u> March 1, 2020 through <u>February 28, 2021</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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE \_\_**

**ORAL HEALTH CARE (SPECIALTY DENTISTRY) SERVICES FOR PERSONS  
LIVING WITH HIV**

	<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>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$</b>	<b>0</b>

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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SAMPLE CONTRACT EXHIBITS**

**CONTRACT FOR  
ORAL HEALTH CARE SERVICES FOR RYAN WHITE PROGRAM ELIGIBLE PERSONS LIVING  
WITH HIV  
TABLE OF CONTENTS OF EXHIBITS**

**STANDARD EXHIBITS**

- A STATEMENT OF WORK- (A1- STATEMENT OF WORK FOR GENERAL DENTISTRY SERVICES AND A2 - STATEMENT OF WORK FOR SPECIALTY DENTISTRY SERVICES)
- B BUDGET(S)
- C CONTRACTOR'S EEO CERTIFICATION
- D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

**UNIQUE EXHIBITS**

- F CHARITABLE CONTRIBUTIONS CERTIFICATION
- G PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES
- H GUIDELINES FOR STAFF TUBERCULOSIS SCREENING
- I RYAN WHITE PROGRAM GRIEVANCE PROCEDURES
- J REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

## CONTRACTOR'S EEO CERTIFICATION

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 Contractor Name
 

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 Address
 

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 Internal Revenue Service Employer Identification Number
 

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### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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 Authorized Official's Printed Name and Title
 

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 Authorized Official's Signature
 

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 Date
 

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CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

- D1      CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- OR**
- D2      CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
          AGREEMENT
- D3      CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND  
          CONFIDENTIALITY AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)****INADVERTENT ACCESS**

Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any County's protected health information concerning any County clients other than those expressly authorized by the applicable patient ("Patient Consent Records"). Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to County's protected health information concerning any County clients.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to County's protected health information concerning any County clients. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access County's protected health information concerning any County clients, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from

or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title of Signer (please print)

**PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES**

The purpose of this Patient and Client Bill of Rights is to help enable clients act on their own behalf and in partnership with their providers to obtain the best possible HIV/AIDS care and treatment. This Bill of Rights and Responsibilities comes from the hearts of people living with HIV/AIDS in the diverse communities of Los Angeles County. As someone newly entering or currently accessing care, treatment or support services for HIV/AIDS, you have the right to:

**A. Respectful Treatment**

1. Receive considerate, respectful, professional, confidential and timely care in a safe client-centered environment without bias.
2. Receive equal and unbiased care in accordance with federal and State laws.
3. Receive information about the qualifications of your providers, particularly about their experience managing and treating HIV/AIDS or related services.
4. Be informed of the names and work phone numbers of the physicians, nurses and other staff members responsible for your care.
5. Receive safe accommodations for protection of personal property while receiving care services.
6. Receive services that are culturally and linguistically appropriate, including having a full explanation of all services and treatment options provided clearly in your own language and dialect.
7. Look at your medical records and receive copies of them upon your request (reasonable agency policies including reasonable fee for photocopying may apply).
8. When special needs arise, extended visiting hours by family, partner, or friends during inpatient treatment, recognizing that there may be limits imposed for valid reasons by the hospital, hospice or other inpatient institution.

**B. Competent, High-Quality Care**

1. Have your care provided by competent, qualified professionals who follow HIV treatment standards as set forth by the Federal Public Health Service Guidelines, the Centers for Disease Control and Prevention (CDC), the California Department of Health Services, and the County of Los Angeles.
2. Have access to these professionals at convenient times and locations.
3. Receive appropriate referrals to other medical, mental health or other care services.

**C. Make Treatment Decisions**

1. Receive complete and up-to-date information in words you understand about your diagnosis, treatment options, medications (including common side effects and complications) and prognosis that can reasonably be expected.
2. Participate actively with your provider(s) in discussions about choices and options available for your treatment.
3. Make the final decision about which choice and option is best for you after you have been given all relevant information about these choices and the clear recommendation of your provider.
4. Refuse any and all treatments recommended and be told of the effect not taking the treatment may have on your health, be told of any other potential consequences of your refusal and be assured that you have the right to change your mind later.
5. Be informed about and afforded the opportunity to participate in any appropriate clinical research studies for which you are eligible.
6. Refuse to participate in research without prejudice or penalty of any sort.
7. Refuse any offered services or end participation in any program without bias or impact on your care.
8. Be informed of the procedures at the agency or institution for resolving misunderstandings, making complaints or filing grievances.
9. Receive a response to a complaint or grievance within 30 days of filing it.
10. Be informed of independent ombudsman or advocacy services outside the agency to help you resolve problems or grievances (see number at bottom of this form), including how to access a federal complaint center within the Center for Medicare and Medicaid Services (CMS).

**D. Confidentiality and Privacy**

1. Receive a copy of your agency's Notice of Privacy Policies and Procedures. (Your agency will ask you to acknowledge receipt of this document.)
2. Keep your HIV status confidential or anonymous with respect to HIV counseling and testing services. Have information explained to you about confidentiality policies and under what conditions, if any, information about HIV care services may be released.
3. Request restricted access to specific sections of your medical records.
4. Authorize or withdraw requests for your medical record from anyone else besides your health care providers and for billing purposes.
5. Question information in your medical chart and make a written request to change specific documented information. (Your physician has the right to accept or refuse your request with an explanation.)

**E. Billing Information and Assistance**

1. Receive complete information and explanation in advance of all charges that may be incurred for receiving care, treatment and services as well as payment policies of your provider.
2. Receive information on any programs to help you pay and assistance in accessing such assistance and any other benefits for which you may be eligible.

**F. Patient/Client Responsibilities**

In order to help your provider give you and other clients the care to which you are entitled, you also have the responsibility to:

1. Participate in the development and implementation of your individual treatment or service plan to the extent that you are able.
2. Provide your providers, to the best of your knowledge, accurate and complete information about your current and past health and illness, medications and other treatment and services you are receiving, since all of these may affect your care. Communicate promptly in the future any changes or new developments.
3. Communicate to your provider whenever you do not understand information you are given.
4. Follow the treatment plan you have agreed to and/or accepting the consequences of failing the recommended course of treatment or of using other treatments.
5. Keep your appointments and commitments at this agency or inform the agency promptly if you cannot do so.
6. Keep your provider or main contact informed about how to reach you confidentially by phone, mail or other means.
7. Follow the agency's rules and regulations concerning patient/client care and conduct.
8. Be considerate of your providers and fellow clients/patients and treat them with the respect you yourself expect.
9. Refrain from the use of profanity or abusive or hostile language; threats, violence or intimidations; carrying weapons of any sort; theft or vandalism; intoxication or use of illegal drugs; sexual harassment and misconduct.
10. Maintain the confidentiality of everyone else receiving care or services at the agency by never mentioning to anyone who you see here or casually speaking to other clients not already known to you if you see them elsewhere.

**For More Help or Information**

Your first step in getting more information or involving any complaints or grievances should be to speak with your provider or a designated client services representative or patient or treatment advocate at the agency. If this does not resolve any problem in a reasonable time span, or if serious concerns or issues that arise that you feel you need to speak about with someone outside the agency, you may call the number below for confidential, independent information and assistance.

For patient and complaints/grievances call (800) 260-8787  
8:00 am – 5:00 pm  
Monday – Friday



## GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

### INTRODUCTION

Tuberculosis (TB) is a contagious infection in humans transmitted largely by airborne particles containing the TB bacillus, Mycobacterium tuberculosis, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Public Health, Tuberculosis Control Division of HIV and STD Programs.

### POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

### IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually (12 months) thereafter.
  - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
  - B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.

Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or Interferon Gamma Release Assay (IGRA) or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential. (Note: Use of the IGRA for screening health care workers requires a grant of program flexibility from the California Department of Health Services, Licensing and Certification. Please contact your local Licensing and Certification office for more information on how to obtain a grant of program flexibility.

- C. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration or results of IGRA testing.

1. If the tuberculin skin or IGRA test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
  2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test or IGRA need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
- D. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test or IGRA and submit to Contractor the results of such test. For the tuberculin skin test, results must be recorded in millimeters of induration.
1. If this annual tuberculin test or IGRA is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
  2. Persons with a documented history of a positive tuberculin skin test or IGRA and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.
- E. Contractor shall consult with Los Angeles County - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
- F. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
- II. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test or IGRA, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
  - B. The results of the annual Mantoux tuberculin skin test or IGRA or physician certification that the person does not have communicable TB; and
  - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
    1. Change in the tuberculin skin test or IGRA result from negative to positive;
    2. Person who is known or suspected to have a current diagnosis of TB; and
    3. Person who is known to be taking TB medications for treatment of disease only.
  - D. Contractor shall develop and implement a system to track the dates on which the initial and annual TB screening results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.



- III. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
  - A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
  - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
  - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
  - D. The information that Contractor is required to report to the local health department.
- IV. Contractor may consult with the Los Angeles County - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

## **Ryan White Program Grievance Procedures**

### **Section 1 – Legislative Requirements**

Section 2602 (c)(2) of the Ryan White Treatment Modernization Act of 2006 requires Part A Grantees to develop mandatory grievance procedures related to funding decisions, including procedures for submitting grievances that cannot be resolved to binding arbitration. The legislation requires that these procedures be consistent with model grievance procedures developed by HRSA, which address grievances with respect to Ryan White funding. HRSA expects Grantee and Planning Council grievance procedures to be coordinated.

### **Section 2 – Definitions**

Definitions used in these procedures are provided in Exhibit I

### **Section 3 – Purpose**

The Grantee's grievance policy is designed to provide a process that:

- A. Enables eligible individuals or entities to exercise their rights to file an informal complaint or a formal grievance with regard to specific Grantee policies and procedures and their implementation;
- B. Prevents avoidable grievances and resolves complaints at the informal level whenever possible;
- C. Ensures that each complaint or grievance is addressed and resolved fairly and quickly, and;
- D. Meets HRSA requirements and represents sound practice for an Eligible Metropolitan Area (EMA).

### **Section 4 – Who May File a Grievance**

Entities and individuals within the Los Angeles EMA who are directly affected by the outcome of a decision related to funding are eligible to file a grievance. This may include:

- A. Providers of HIV-related services that are eligible to receive Ryan White Part A or Part B funds, including Minority AIDS Initiative funds;

B. The Planning Council.

**Section 5 – Eligible Grievances**

A. Directly affected parties may file a grievance with regard to either of the following:

1. Deviations from the Grantee’s established contracting and awards process and;
2. Deviations from the established process for any subsequent changes to the selection of contractors or awards.

B. The Planning Council may file a grievance with regard to either of the following:

1. Contracts and awards not consistent with priorities (including any language regarding directives on how best to meet those priorities) and resource allocations made by the Planning Council, and
2. Contract and award changes not consistent with priorities and resource allocations made by the Council.

**Section 6 – Prospective Implementation of Settlements**

Any settlement reached through mediation or arbitration shall involve prospective (future) change and no retroactive activities. It shall not require reversal of procurement decisions already made. For example, if a mediation or arbitration agreement requires changes in the Grantee’s procurement process, the Grantee must use the new process in future procurement activities, but is not required to re-do the prior procurement process.

**Section 7 – Dispute Prevention and Early Resolution**

A. The Grantee recognizes that the best way to deal with grievances is to prevent them. The Grantee shall make all reasonable efforts to prevent

circumstances or situations within the procurement processes that could give rise to a grievance.

B. Dispute prevention efforts shall include at least the following:

1. Availability of a written description of the Grantee's procurement policies and procedures.

2. Training for new Grantee staff and for all independent review panel members each year, to ensure that they understand and are prepared to follow established review policies, processes, and procedures, including related policies and procedures such as conflict of interest.

3. Discussion of the procurement process and related policies each year at a bidder's conference, if one is held.

4. Specific opportunities for interested parties, including bidders and review panel members, to provide feedback on the procurement process and its implementation.

C. When potential grievances arise, first steps shall involve informal conflict resolution efforts before the concern becomes a grievance. This mandatory process includes the following:

1. The Part A Program Administrator [Director of Division of HIV and STD Programs (DHSP)] or identified designee [described throughout as the "Grantee representative (DHSP Quality Management (QM) staff)"] shall serve as the Grantee's designated point of contact for an affected party with concerns about procurement or related processes that might become a grievance. An affected party that appears to have standing to file a grievance and has concerns regarding adherence to established processes that are covered by these grievance procedures shall be encouraged to express these concerns to the Grantee representative (QM Staff) at the earliest opportunity. The contact must be made within ten (10) business days after the disputed situation occurred or after the decision was announced.

2. In any situation where the assigned Grantee representative (QM Staff) has a real or perceived conflict of interest or is unable to play a

neutral role, the next highest ranking Grantee representative shall handle that situation.

3. The Grantee representative (QM Staff) shall log all such contacts and discussions, recording the date, affected party name and contact information, concerns expressed, and the date of the event that led to the concerns.

4. The Grantee representative (QM Staff) shall meet with the affected party to review the expressed concerns. The discussion will occur within five (5) business days after the concerns are brought to the attention of the Grantee representative (QM Staff). The Grantee representative (QM Staff) shall be prepared to explain the procurement process used and clarify how it works, and to provide other information as appropriate. The Grantee representative (QM Staff) may involve other Grantee staff as needed. Where possible, the affected party's concerns will be resolved through this discussion. The Grantee representative (QM Staff) will summarize the discussion in writing and provide the report to the QM Chief.

5. If these efforts do not resolve the concerns, the Grantee representative (QM Staff) will ensure that the affected party receives written information about the grievance process, timeframes, and how to file a grievance.

## **Section 8 – Overview of Formal Grievance Process**

Formal grievances will be handled through the following steps, each of which may lead to a resolution. If that step is not successful, the grievant may move to the next step. The steps include:

- A. An internal review to determine standing under these procedures,
- B. A meeting between the grievant and the Grantee representative (QM Staff) to seek a resolution to a grievance,
- C. Non-Binding mediation, and
- D. Binding arbitration.

## Section 9 – Filing a Grievance

A. The affected party must submit a written Grievance Intake Form within ten (10) business days after the mandatory informal dispute resolution. (The form is provided within Exhibit I.) If no Grievance Intake Form is submitted within this period, the affected party will lose the right to file a grievance.

B. The completed form must be received by the Grantee office within ten (10) business days by U.S. mail with return receipt requested, electronic mail (with electronic signature), fax, or personal delivery during normal business hours.

C. Each eligible grievance must have an individual grievance intake form and undergo an individual process. Eligible grievances filed separately shall not be combined in a single grievance process.

D. Grantee representative (QM Staff) will log in the grievance, and within two (2) business days after receipt will inform the grievant that the grievance has been received and provide a written summary of the grievance process, including steps, forms, and timelines.

E. Grantee representative (QM Staff) will provide copies of the grievance to DHSP Director or designee and the QM Chief within two (2) business days after receipt.

## Section 10 – Internal Review and Meeting

A. The QM Chief shall review the grievance within three (3) business days after receiving it, to determine whether the affected party is an eligible grievant and whether the situation described represents an eligible grievance.

1. The grievant will be informed of the decision within two (2) business days after the decision about standing is made. If the grievance is rejected, the letter must explain the reasons for the rejection and inform the grievant that s/he has ten (10) days after the date of the letter of rejection to contact the Grantee office to appeal the decision.

2. If the grievant and grievance are determined to have standing, the QM Chief will contact the grievant within five (5) business days after

receipt, to arrange a meeting to review the merits of the grievance and attempt to resolve the grievance.

B. The QM Chief shall conduct a review of the circumstances and information available regarding the grievance. This will generally require reviewing the facts of the situation with appropriate Grantee staff to obtain their perspectives and their description of whether the County's procurement policies and procedures were followed, and if not, what happened, in preparation for a meeting with the grievant.

C. The QM Chief shall then schedule a meeting during which the grievant shall have the opportunity to provide additional information and answer questions posed by the QM Chief. The QM Chief may arrange for other Grantee staff to participate in the meeting. Based on the meeting, the QM Chief shall make his/her judgment regarding the grievance and how it should be resolved. The decision shall be made and sent to the grievant by certified mail, within three (3) business days after the date of the meeting.

D. If the grievant finds the report and proposed resolution satisfactory, the grievant will indicate acceptance by signing one copy of the report and returning it to the staff.

E. If the grievant's complaint is denied or if the grievant is not satisfied with the resolution in the report, the grievant must request formal non-binding mediation as the next step.

## **Section 11– Non-Binding Mediation**

A. The grievant shall have ten (10) business days from the date of receipt of the written report from the QM Chief to request mediation, using a Request for Non-Binding Mediation Form (included in Exhibit I). The form may be delivered to the Grantee office via U.S. mail, return receipt requested, electronic mail (with electronic signature), fax, or personal delivery during normal business hours.

B. If the Grantee representative (QM Staff) does not receive a Request for Non-Binding Mediation Form from the grievant within ten (10) days, the grievant will waive all further rights to grieve the issue and all associated issues.

C. Grantee representative (QM Staff) shall log in the request for mediation, and within two (2) business days after receipt, inform the grievant that the request has been received.

D. The Grantee representative's office shall seek a mediator with County Counsel's assistance. Within ten (10) business days after receipt of the request for mediation, Grantee representative (QM Staff) shall provide the grievant the name of a neutral person who is skilled in mediation and lives in the EMA. This neutral person shall not have been involved with the decision that is the subject of the grievance and shall have no direct interest in the outcome of the grievance process. The grievant and the Grantee shall both have the opportunity to request a different mediator if the grievant or any Grantee staff involved in the prior review of the grievance is acquainted with the mediator or feels s/he is not neutral.

E. Upon appointment, the mediator shall, within five (5) business days, contact the grievant and Grantee and agree on a day, time, and location of the initial mediation meeting. The QM Chief or designee shall represent the Grantee in the mediation. The mediation meeting shall be scheduled within ten (10) business days after this first contact with the mediator. The mediator shall review the written report and other information on the circumstances and information available regarding the grievance. The mediator may ask each of the two parties to provide a brief memorandum setting forth its position with regard to the issue(s) that need to be resolved. The mediator may share the memorandum with the other party with the consent of the party that prepared the memorandum. The mediator will facilitate a meeting between the parties to assist them in obtaining a resolution of the grievance. If the grievance is resolved, the mediator will prepare, and both parties will indicate acceptance by signing, a statement of resolution. If the mediator is unable to help the parties reach resolution or determines that an impasse has been reached, both parties will be so informed in writing. The written statement of resolution or impasse will be provided to the grievant and Grantee within five (5) business days after the mediation meeting.



F. At this point either party may request binding arbitration, with the understanding that the decision of the arbitrator will be final and binding on both parties.

## **Section 12 – Binding Arbitration**

A. The grievant may submit a Request for Binding Arbitration to the Grantee office (form included within Exhibit I). The completed form must be received by Grantee representative (QM Staff) within ten (10) business days after the mediation ends. It may be submitted to the office in writing via U.S. mail, return receipt requested, electronic mail (with electronic signature), fax, or personal delivery during normal business hours.

B. If the Grantee representative (QM Staff) does not receive a written form requesting arbitration from the grievant within the specified period, the grievant will waive all further rights to grieve the situation.

C. Grantee representative (QM Staff) shall log in the request for arbitration, and, within two (2) business days after receipt, shall inform the grievant, DHSP Director, and the QM Chief that the request has been received. The QM Chief or designee may represent the Grantee in the arbitration process.

D. Grantee representative (QM Staff) shall request a neutral arbitrator through the American Arbitration Association (AAA), or through a service identified appropriate by County Counsel, and the arbitration will be in accordance with the standards of the AAA. The AAA (or other arbitration service) will provide the name of a disinterested person who is skilled in the process of arbitration and lives in the EMA to the Grantee designee and grievant within five (5) business days after the Request for Binding Arbitration Form is received. This neutral person shall have had no involvement in the process that is the subject of the grievance nor will s/he have any direct interest in the outcome of the grievance process. The grievant and the Grantee representative (QM Staff) shall each approve the arbitrator or request a different arbitrator if the grievant or Grantee representative (QM Staff) is acquainted with the arbitrator or questions his/her selection.

E. Once the arbitrator has been accepted by both parties, s/he shall within three (3) business days contact the grievant and Grantee representative (QM Staff) and agree on the date, time, and location for an arbitration meeting. A meeting will be scheduled within fifteen (15) business days.

F. The grievant and the Grantee have the rights to be informed by the other parties of the statement of issues and resolutions, and within five (5) business days before the arbitration meeting, to be in receipt of the other parties' exhibits and documentations not previously presented.

G. The arbitrator will review correspondence, records, or documentation related to the process that is the subject of the grievance, including materials from the mediator. The arbitrator may ask the two parties to provide additional information related to the grievance, either before or after the meeting.

H. Within seven (7) business days after the arbitration meeting, the arbitrator will deliver to the grievant and the Grantee an arbitration summary and decision, signed by the arbitrator. This decision will resolve the grievance.

I. Within three (3) days of receipt of the arbitrator's decision, all parties shall be required to sign one copy of the decision, which shall be binding on both parties.

### **Section 13 – Summary of Time Frames**

A. An affected party shall initiate the mandatory informal resolution within ten (10) business days after a grievable Grantee procurement event or action occurs. The affected party will have ten (10) business days after the informal resolution process to file a formal grievance related to that event or action.

B. The time frames for the grievance resolution process are summarized below.

1. **Grievance prevention and early intervention** – five (5) business days after a concern is raised with the Grantee representative (QM Staff)
2. **Internal non-binding procedures** – seven (7) business days after the grievance is filed to determine whether the grievance has standing,

and an additional twenty (20) days for the QM Chief to hold a meeting and attempt to obtain a resolution of the grievance,

3. **Non-binding mediation** – twenty-five (25) business days after the mediation request is received by the Grantee to reach a resolution or an impasse, and

4. **Binding arbitration** – thirty (30) days after the arbitration request form is received by the Grantee to obtain a binding resolution from the arbitrator.

C. Time frames identified in this procedure may be altered only through mutual agreement of both parties, provided in writing.

#### **Section 14 – Costs**

The costs for grievances shall be as follows:

A. There shall be no cost for an informal discussion or for the internal review process.

B. The fees and costs of the Arbitrator will be split between the Grievant and the Administrative Agent's Office in accordance with the fees and cost schedules set forth by the rules of one arbitrations format (i.e., Commercial Arbitration Rules and Mediation Procedures, year 2008) or the American Arbitration Association

C. No decision issued by an arbiter shall include an assessment of fees and costs against either the grieving party or the respondent.

D. Both parties will be responsible for costs related to their own participation in the grievance resolution process, including costs related to any witnesses or documents they choose to bring forward.

#### **Section 15 – Grantee Action Following Resolution of Grievances**

Following any agreement reached regarding a grievance against the Grantee, the QM Chief, DHSP Director or designee, and Grantee representative (QM Staff) will meet to discuss the nature of the grievance and the settlement. This meeting will include discussion to clarify whether the agreement was made through internal dispute resolution efforts, mediation, or binding arbitration. Focus will be on ensuring an understanding of the terms of the agreement and all required or desirable actions to be

taken by the Grantee to fully meet these terms and to avoid similar situations in the future. The Grantee will take action to ensure clear responsibility for ensuring that all provisions of the agreement are met within a time period specified in the agreement or, if no time period is included in the agreement, within a time period determined at the meeting.

## **Section 16 – Confidentiality and Protections**

### **A. Confidentiality:**

1. Mediators and arbitrators shall not divulge confidential information disclosed to them by the parties during mediation or arbitration, or share related records, reports, or other documents received, except that the mediator may provide such information to the arbitrator.

**B. Protections:** A grievant shall not be discriminated against nor suffer retaliation as a result of filing a grievance in good faith or participating in the investigation of a grievance.

## **Section 17 – Involvement of County Counsel and Planning Council**

**A. County Counsel:** The Grantee representative (QM Staff) shall keep the County Counsel, as a representative of the Grantee, informed about all active grievances. At his/her discretion, the County Counsel may receive copies of written documents related to a grievance, and be present at meetings held at each level of the formal grievance process, including internal meetings, mediation, and arbitration. The Grantee representative (QM Staff) shall request advice and assistance from the County Counsel as needed throughout the grievance process.

**B. Planning Council:** The Grantee shall inform the Planning Council staff when a grievance is received, and shall mention active grievances and the resolution of grievances when providing the Grantee report to the Planning Council. The Grantee shall not identify the grievant or provide details of the grievance.

## **Definitions**

**AAA** – American Arbitration Association

**Affected Party** – An entity or individual that has standing to file a grievance due to being directly affected by the outcome of a covered process under these grievance procedures, such as service providers eligible for Ryan White Part A or Part B funds (including MAI funds), consumer groups, PLWH caucuses, and the Planning Council.

**Arbitration** – The submission of a dispute to an impartial or independent individual or panel for a binding determination. Arbitration is usually carried out under a set of rules. The decision of the arbitrator will be final and the findings specified in the arbitrator's report will be binding on both parties.

**Arbitrator** – An individual selected to decide a dispute or grievance. Arbitrators may be selected by the parties or by another individual or entity.

**Binding** – A process in which parties will be bound by the decision of a third party such as an arbitrator.

**Costs** – Charges for administering a dispute resolution process.

**Day** – In these policies, refers to a business or working day, not a calendar day.

**Dispute Prevention** – Techniques or approaches used by an organization to resolve disagreements at an early and informal stage, to avoid or minimize the number of disputes that reach the formal grievance process.

**Grievance** – A complaint or dispute that has reached the stage where the affected party seeks a formal approach to its resolution.

**Grievant** – An entity or eligible individual seeking a formal resolution of a grievance.

**Impartiality** – Freedom from bias or favoritism, in word or action; a commitment to aid all parties, not just a single entity or individual, in reaching a mutually acceptable agreement.

**Mediation** – A formal process in which a neutral person, the mediator, assists the parties in reaching a mutually acceptable resolution to their dispute. Mediation may involve meetings held by the mediator with the parties together and separately. The results of mediation can become binding if the parties agree to and sign them.

**Mediator** – A trained impartial and usually independent third party selected to help the parties reach an agreement on a determined set of issues.

**Neutral** – A term used to describe an independent third party, including a mediator or arbitrator, selected to resolve a dispute or grievance. The term indicates that the person does not favor either side in the dispute.

**Non-Binding** – Techniques in which the parties to a dispute attempt to reach an agreement but are not required to accept the results. The agreement must be voluntarily accepted by both parties; results are not imposed by a third party as they are in binding arbitration.

**Party** – Refers to one of the participants in the grievance process. This includes the grievant (the group or individual that brings the grievance action), and the respondent, (the entity against which the grievance is brought). In these grievance procedures, the second party, the respondent, is the Grantee, the County of Los Angeles Department of Public Health, Division of HIV and STD Programs.

**Remedy** – The relief or result sought by a grievant in bringing a grievance. It can include a process change, monetary damages, or (in some situations) a reversal of a decision. In this EMA, remedies are prospective, which means they apply to future funding-related decisions, but do not apply retroactively, to past funding decisions.

**Standing** – A term referring to the eligibility of an entity or individual to bring a grievance. In the case of Ryan White Part A or Part B grievances, an entity or person that is directly affected by the decision has standing to challenge a Grantee or Planning Council decision with respect to funding.

**With Respect to Funding** – Refers to the types of grievances that must be covered under this Grantee grievance policy, including deviations from the Grantee’s established contracting and awards process or subsequent changes in contractors or awards, or contracts and awards or changes in these contracts or awards that are not consistent with the priorities, directives, and resource allocations made by the Planning Council.

**Los Angeles County Ryan White Program  
Grievance Intake Form**

**Grievances and the Right to File a Grievance:** Grievances may be filed with the County of Los Angeles Department of Public Health Division of HIV and STD Programs, Ryan White program administrative agency (the “Grantee”), regarding the following:

1. Deviations from the Grantee’s established contracting and awards process (for example, the selection of a particular provider in a manner inconsistent with the Department of Public Health’s established procurement process), and
2. Deviations from the established process for any subsequent changes to the selection of contractors or awards.
3. Contracts and awards not consistent with priorities (including any language regarding directives on how best to meet those priorities) and resource allocations made by the Planning Council, and
4. Contract and award changes not consistent with priorities and resource allocations made by the Council.

**Eligibility:** You are eligible to file a grievance if you are *directly affected* by the outcome of such a deviation. The following entities and individuals may be “affected parties” and eligible to file grievances:

- Providers of HIV-related services that might be eligible to receive Ryan White Part A or Part B funds, including Minority AIDS Initiative (MAI) funds
- The Los Angeles EMA HIV Planning Council (for grievances related to areas #3 and #4 above)

**Timing:** If you wish to file a grievance with the Grantee, this form must be completed, submitted, and received by the Division of HIV and STD Programs Quality Management (QM) within twenty (20) business days of the date of the alleged deviation, or the date the decision was announced. You will be contacted within two (2) business days after receipt of this form by QM Staff.

**Filing Fee:** There is no administrative fee associated with filing this grievance.

**Informal Resolution:** You are encouraged to consider informal discussion about your concerns prior to filing a grievance. Within ten (10) days after the date of the event or action, you may contact the Ryan White Part A Grantee representative (QM Staff) and request the opportunity to discuss your concerns and seek informal resolution. If you do not reach a resolution acceptable to you, you may still file a formal grievance using this form up to 30 days after the date of the alleged deviation or the announcement of the decision.

**Submission:** Submit the completed form to the County of Los Angeles at the address below by mail, electronic mail (with electronic signature), or fax, or bring it to the office during normal working hours. The date of submission is the date the Grievance Intake Form is received by the Grantee representative (QM Staff). The office is located at:



County of Los Angeles Department of Public Health  
Division of HIV and STD Programs  
Quality Management  
600 S. Commonwealth Ave., 10<sup>th</sup> Floor  
Los Angeles, CA 90005

Name(s) of person(s) filing the Grievance: \_\_\_\_\_

Name of Entity on whose behalf the grievance is being filed:

\_\_\_\_\_  
[Check here if you are filing as an individual \_\_\_\_]

Address:

City and State

Zip code

Telephone Number (daytime):

Cell phone (optional):

E-mail address:

Fax number:

Indicate ONE preferred method of contacting you:

Daytime phone       Cell phone       E-mail

Postal service       Other (specify)

What was the date of the alleged deviation from established policy or the date the decision was announced?

Which policy(ies) or procedures do you feel were not followed?

Describe the alleged deviation and how you (entity or individual) were directly affected.

Describe what remedy you seek.

(Add additional pages as needed).

*I attest that the information provided in this form is accurate, that I as an individual or the entity I represent has standing to file a grievance with the Ryan White Part A and Part B Grantee.*

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

### Request for Non-Binding Mediation Form

**Eligibility:** You may request non-binding mediation if you filed a grievance under Los Angeles EMA Ryan White Program grievance policies, the grievance was found to have standing, and you are not satisfied with the proposed resolution in the report of the DHSP Chief of Quality Management (QM).

**Timing:** DHSP must receive your request for non-binding mediation within ten (10) business days after you received the written report of the QM Chief on your grievance.

**Filing Fee:** The administrative fee for non-binding mediation is \$50. The fee is due at the time of filing, and may be paid by check or money order.

**Submission:** Submit the completed form to the County of Los Angeles at the address below by mail, electronic mail (with electronic signature), or fax, or bring it to the office during normal working hours. The date of submission is the date the Request for Non-Binding Mediation Form is received by Grantee staff. Grantee offices are located at:

**County of Los Angeles Department of Public Health  
Division of HIV and STD Programs  
Quality Management  
600 S. Commonwealth Ave., 10<sup>th</sup> Floor  
Los Angeles, CA 90005**

**Information Required:** Your original grievance is on file at DHSP Quality Management. Please include in this request your contact information, any updated information regarding your grievance and desired remedy, and why you are seeking mediation.

**Name(s) of person(s) filing the grievance:** \_\_\_\_\_

**Name of entity on behalf of which the grievance was filed:** \_\_\_\_\_  
[Check here if you are filing as an individual

**Address:**

**City and State**

**Zip code**

**Telephone Number (daytime):**

**Cell phone (optional):**

**E-mail address:**

**Fax number:**

**Indicate ONE preferred method of contacting you:**

Daytime phone       Cell phone       E-mail  
 Postal service       Other (specify)

**On what date did you file the original grievance?**

**Why are you requesting non-binding mediation?**

**Please provide any desired updated information about your grievance, how you were directly affected, and the desired remedy.** (Use additional pages as needed.) If the information on your Grievance Intake Form is complete and still applies, please indicate that here.

*I am requesting non-binding mediation. I have been provided information about the process and agree to cooperate with the mediator and to meet the timeframes specified.*

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Request for Binding Arbitration Form

**Eligibility:** You may request binding arbitration if you filed a grievance under Los Angeles EMA Ryan White Program grievance policies, the grievance was found to have standing, and you were unable to reach a satisfactory resolution through the Grantee's internal review by DHSP Quality Management staff (QM) or through non-binding mediation.

**Binding Arbitration:** If you participate in binding arbitration, the decision of the arbitrator will be final and the findings specified in the arbitrator's report will be binding on both parties.

**Timing:** DHSP must receive your request for binding arbitration within ten (10) business days after you received the report of the mediator indicating an impasse or an indication that no mutually satisfactory resolution was reached.

**Filing Fee:** The administrative fee for binding arbitration is \$100. The fee is due at the time of filing, and may be paid by check or money order.

Submit the completed form to the County of Los Angeles at the address below by mail, electronic mail (with electronic signature), or fax, or bring it to the office during normal working hours. The date of submission is the date the Request for Binding Arbitration Form is received by the Grantee rep. (QM Staff). The office is located at:

**County of Los Angeles Department of Public Health  
Division of HIV and STD Programs  
Quality Management  
600 S. Commonwealth Ave., 10<sup>th</sup> Floor  
Los Angeles, CA 90005**

**Information Required:** Your original grievance and your request for non-binding mediation are on file at the Ryan White Program office. Please include in this request your contact information, any updated information regarding your grievance and desired remedy, a description of previous steps taken under non-binding procedures including mediation that have not resulted in agreement, and why you are seeking binding arbitration.

**Name(s) of person(s) filing the grievance:** \_\_\_\_\_

**Name of entity on behalf of which the grievance was filed:**  
[Check here if you are filing as an individual

**Address:** \_\_\_\_\_

City and State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone Number daytime):

Cell phone (optional):

E-mail address:

Fax number:

Indicate ONE preferred method of contacting you:

- Daytime phone       Cell phone       E-mail
- Postal service       Other (specify)

On what date did you file the original grievance?

Please describe the previous steps taken under non-binding procedures, including mediation, that have not resulted in an agreement.

Why are you requesting binding arbitration?

Please provide any desired updated information about your grievance, how you were directly affected, and the desired remedy. (Use additional pages as needed.) If the information on your Grievance Intake Form and Request for Non-Binding Mediation is complete and still applies, please indicate that here.

*I am requesting binding arbitration. I have been provided information about the process. I agree to meet specified deadlines for providing information and to participate in one or more sessions with the arbitrator. I recognize and accept that the decision of the arbitrator will be final and must be followed by both parties.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**C.A.R.E. Act Title I**  
**Public Law 101-381--August 18, 1990**  
**As amended by the Ryan White Program Act Amendments of 1996**  
**Provision 2605**

**(e) REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES**

"(1) IN GENERAL-The Secretary may not make a grant under section 2601 to an eligible area unless the eligible area provides assurances that in the provision of services with assistance provided under the grant-

"(A) in the case of individuals with an income less than or equal to 100 percent of the official poverty line, the provider will not impose charges on any such individual for the provision of services under the grant;

"(B) in the case of individuals with an income greater than 100 percent of the official poverty line, the provider-

"(i) will impose a charge on each such individual for the provision of such services; and

"(ii) will impose the charge according to a schedule of charges that is made available to the public;

"(C) in the case of individuals with an income greater than 100 percent of the official poverty line and not exceeding 200 percent of such poverty line, the provider will not for any calendar year, impose charges in an amount exceeding 5 percent of the annual gross income of the individual involved;

"(D) in the case of individuals with an income greater than 200 percent of the official poverty line and not exceeding 300 percent of such poverty line, the provider will not for any calendar year, impose charges in an amount exceeding 7 percent of the annual gross income of the individual involved; and

"(E) in the case of individuals with an income greater than 300 percent of the official poverty line, the provider will not, for any calendar year, impose charges in an amount exceeding 10 percent of the annual gross income of the individual involved.

"(2) ASSESSMENT OF CHARGE-With respect to compliance with the assurance made under paragraph (1), a grantee or entity receiving assistance under this part may, in the case of individuals subject to a charge for purposes of such paragraph-

"(A) assess the amount of the charge in the discretion of the grantee, including imposing only a nominal charge for the provision of services, subject to the provisions of such paragraph regarding public schedules and regarding limitations on the maximum amount of charges; and

"(B) take into consideration the medical expenses of individuals in assessing the amount of the charge, subject to such provisions.

"(3) APPLICABILITY OF LIMITATION ON AMOUNT OF CHARGE- The Secretary may not make a grant under section 2601 to an eligible area unless the eligible area agrees that the limitations established in subparagraphs (C), (D) and (E) of paragraph (1) regarding the imposition of charges for services applies to the annual aggregate of charges imposed for such services, without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, copayments, coinsurance, or other charges.

"(4) WAIVER REGARDING SECONDARY AGREEMENT-The requirements established in paragraphs (1) through (3) shall be waived in accordance with section 2604(dx2).

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
ORAL HEALTH CARE SERVICES FOR PERSONS LIVING WITH HIV  
FUNDED BY RYAN WHITE PROGRAM PART A**

**ATTACHMENT A**

**RECOMMENDED PROPOSERS**

<b>No.</b>	<b>Agency Name</b>	<b>Contract Number</b>	<b>Service Description</b>	<b>Proposed Contract Term 1 7/1/19- 2/29/20</b>	<b>Proposed Contract Term 2 3/1/20 - 2/28/21</b>	<b>Proposed Contract Term 3 3/1/21 - 2/28/22</b>	<b>Total Maximum Obligation of Contract</b>	<b>Proposed Service Delivery Site(s)</b>	<b>Supervisor al District of Site(s)</b>	<b>Service Planning Area of Site(s)</b>
1	AIDS Healthcare Foundation	PH-003799	General Dentistry	\$ 600,000	\$ 900,000	\$ 900,000	\$ 2,400,000	1414 South Grand Avenue, Suite 485, Los Angeles, CA 90015	1	4
2	AltaMed Health Services Corporation	PH-003800	General Dentistry	\$ 266,667	\$ 400,000	\$ 400,000	\$ 1,066,667	972 Goodrich Boulevard, Commerce, CA 90022	1	7
3	APLA Health & Wellness	PH-003801	General Dentistry	\$ 666,667	\$ 1,000,000	\$ 1,000,000	\$ 4,133,333	1127 Wilshire Boulevard, Suite #1504, Los Angeles, CA 90017	1	4
								3743 South La Brea Avenue Los Angeles, CA 90016	2	6
			Specialized Dentistry	\$ 366,667	\$ 550,000	\$ 550,000		1043 Elm Avenue, #302, Long Beach, CA 90813	4	8
4	Dignity Health d.b.a St. Mary Medical Center	PH-003802	General Dentistry	\$ 333,333	\$ 500,000	\$ 500,000	\$ 2,133,333	1027 Linden Avenue Long Beach, CA 90813	4	8
			Specialized Dentistry	\$ 200,000	\$ 300,000	\$ 300,000				
5	East Valley Community Health Center, Inc.	PH-003803	General Dentistry	\$ 126,667	\$ 190,000	\$ 190,000	\$ 506,667	420 South Glendora Avenue, West Covina, CA 91790	1	3
								1555 South Garey Avenue, Pomona, CA 91766	1	3
6	El Proyecto del Barrio, Inc.	PH-003804	General Dentistry	\$ 133,333	\$ 200,000	\$ 200,000	\$ 533,333	20800 Sherman Way, Winnetka, CA 91306	3	2
7	JWCH Institute, Inc.	PH-003805	General Dentistry	\$ 533,333	\$ 800,000	\$ 800,000	\$ 2,133,333	522 South San Pedro Street, Los Angeles, CA 90013	2	4
								1845 North Fair Oaks Avenue, Pasadena, CA 91103	5	3
								3590 East Imperial Highway, Lynwood, CA 93534	2	6
								40541 10th Street West, Lancaster, CA 91306	5	1
8	Northeast Valley Health Corporation	PH-003806	General Dentistry	\$ 232,000	\$ 348,000	\$ 348,000	\$ 928,000	1600 San Fernando Road, San Fernando, CA 91341	3	3
								6551 Van Nuys Boulevard, Van Nuys, CA 91401	2	3

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 ORAL HEALTH CARE SERVICES FOR PERSONS LIVING WITH HIV  
 FUNDED BY RYAN WHITE PROGRAM PART A**

**RECOMMENDED PROPOSERS**

<b>No.</b>	<b>Agency Name</b>	<b>Contract Number</b>	<b>Service Component</b>	<b>Proposed Contract Term 1 7/1/19- 2/29/20</b>	<b>Proposed Contract Term 2 3/1/20 - 2/28/21</b>	<b>Proposed Contract Term 3 3/1/21 - 2/28/22</b>	<b>Total Maximum Obligation Per Contract</b>	<b>Proposed Service Delivery Site(s)</b>	<b>Supervisor al District(s) Served</b>	<b>Service Planning Area(s)</b>
9	St. John's Well Child Family Center	PH-003807	General Dentistry	\$ 133,333	\$ 200,000	\$ 200,000	\$ 533,333	326 West 23rd Street, Los Angeles, CA 90007	1	4
								808 West 58th Street, Los Angeles, CA 90037	2	6
10	The Regents of the University of California	PH-003808	General Dentistry	\$ 466,667	\$ 700,000	\$ 700,000	\$ 4,400,000	10833 LeConte Avenue, Los Angeles, CA 90095	3	5
			Specialized Dentistry	\$ 633,333	\$ 950,000	\$ 950,000				
11	University of Southern California	PH-003809	General Dentistry	\$ 533,333	\$ 800,000	\$ 800,000	\$ 5,333,333	925 West 34th Street, Los Angeles, CA 90089	2	6
			Specialized Dentistry	\$ 800,000	\$ 1,200,000	\$ 1,200,000				
12	Watts Healthcare Corporation	PH-003810	General Dentistry	\$ 200,000	\$ 300,000	\$ 300,000	\$ 800,000	10300 Compton Avenue, Los Angeles, CA 90002	2	6
								3501 West Jefferson Boulevard, Los Angeles, CA 90118	2	6
<b>Total Annual Maximum Obligation Per Service Component</b>				<b>General Dentistry (GD)</b>	<b>Specialized Dentistry (SD)</b>	<b>GD &amp; SD</b>				
				<b>\$ 6,338,000</b>	<b>\$ 3,000,000</b>	<b>\$ 9,338,000</b>				
<b>Total per Service Category ( 3 Years)</b>				<b>\$ 16,901,333</b>	<b>\$ 8,000,000</b>	<b>\$ 24,901,333</b>				
<b>GRAND TOTAL ( 3 Years)</b>				<b>\$24,901,333</b>						



**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
DIVISION OF HIV AND STD PROGRAMS**

**RECOMMENDED CONTRACT TERMINATIONS**

	<b><i>Contractor</i></b>	<b><i>Contract No.</i></b>	<b><i>Current Contract Term</i></b>	<b><i>*Effective Date of Termination</i></b>
1	AIDS Healthcare Foundation	PH-002388	3/1/19- 2/29/20	6/30/2019
2	AltaMed Health Services Corporation	H-204505	3/1/19- 2/29/20	6/30/2019
3	APLA Health & Wellness	PH-001113	3/1/19- 2/29/20	6/30/2019
4	Dignity Health d.b.a St. Mary Medical Center	PH-002383	3/1/19- 2/29/20	6/30/2019
5	East Valley Community Health Center, Inc.	PH-001112	3/1/19- 2/29/20	6/30/2019
6	El Proyecto del Barrio, Inc.	PH-002382	3/1/19- 2/29/20	6/30/2019
7	JWCH Institute, Inc.	PH-002156	3/1/19- 2/29/20	6/30/2019
8	Northeast Valley Health Corporation	H-204507	3/1/19- 2/29/20	6/30/2019
9	The Regents of University of California	PH-002389	3/1/19- 2/29/20	6/30/2019
10	University of Southern California	H-204756	3/1/19- 2/29/20	6/30/2019
11	Watts Healthcare Corporation	PH-002155	3/1/19- 2/29/20	6/30/2019

## DOING BUSINESS WITH US

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**L.A. county**  
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*To Enrich Lives Through Effective and Caring Services*

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Award information has not been added at this time.

### Bid Information

**Bid Number :** 2018-010

**Bid Title :** 2018-010 RFP FOR ORAL HEALTH CARE SERVICES (OHS) FOR RYAN WHITE PROGRAM (RWP) ELIGIBLE PERSONS LIVING WITH HIV

**Bid Type :** Service

**Department :** Department of Public Health

**Commodity :** DENTAL SERVICES

**Open Date :** 10/2/2018

**Closing Date :** 12/5/2018 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 Proposals to solicit proposals for contracts with qualified Proposers to provide oral health care services for persons living with HIV for Ryan White Program eligible persons living with HIV. Proposals are due Wednesday, December 5, 2018 by 3:00 p.m. PT. Electronic copies of the RFP No. 2018-010 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.

**Contact Name :** Maritza Recinos

**Contact Phone# :** (000) 000-0000

**Contact Email :** [mrecinos@ph.lacounty.gov](mailto:mrecinos@ph.lacounty.gov)

**Last Changed On :** 12/4/2018 2:40:50 PM

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ORAL HEALTH CARE SERVICES (OHS) FOR RYAN WHITE PROGRAM (RWP) ELIGIBLE PERSONS LIVING WITH HIV (PLWH)  
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	AIDS HEALTHCARE FOUNDATION	ALTAMED HEALTH SERVICES	APLA HEALTH	DIGNITY HEALTH/S T. MARY	EAST VALLEY COMMUNITY HEALTH	EL PROYECTO DEL BARRIO	JWCH INSTITUTE INC.	NORTHEAST VALLEY HEALTH CENTER	ST. JOHNS WELL CHILD AND FAMILY CENTER	UCLA SCHOOL OF DENTISTRY	UNIVERSITY OF SOUTHERN CALIFORNIA	WATTS HEALTHCARE CORPORATION
<b>Total Number of Employees in Firm</b>	1767	2,871	176	26,285	256	413	605	1,017	6	0	22759	337
<b>Business Structure</b>	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Corporation	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit
<b>Owners/Partner/Associate Partners</b>												
Black/African American	0	0	0	0	0	2	0	0	0	0	0	0
Hispanic/Latin American	0	0	0	0	0	8	0	0	0	0	0	0
Asian or Pacific Islander	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
Filipino	0	0	0	0	0	0	0	0	0	0	0	0
White	0	0	0	0	0	1	0	0	0	0	0	0
Unspecified	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female (should be included in counts above and also reported here separately).	0	0	0	0	0	9	0	0	0	0		0
<b>Managers</b>												
Black/African American	156	17	8	249	1	1	9	1	0	0	532	28
Hispanic/Latin American	97	212	8	556	8	14	26	82	2	0	973	10
Asian or Pacific Islander	1	52	2	582	3	0	9	14	1	0	1582	6
American Indian		1	0	55	1	0	0	0	0	0	30	0
Filipino		0	0	0	0	1	1	0	0	0	112	0
White	197	83	18	3,239	4	3	8	27	3	0	5106	3
Unspecified		0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>451</b>	<b>365</b>	<b>36</b>	<b>4681</b>	<b>17</b>	<b>19</b>	<b>53</b>	<b>124</b>	<b>6</b>	<b>0</b>	<b>8335</b>	<b>47</b>
Female (should be included in counts above and also reported here separately).	253	254	13	3,239	13	15	32	106	3	0	3993	34
<b>Staff</b>												
Black/African American	430	54	17	3,106	4	4	130	20	0	0	1413	169
Hispanic/Latin American	240	1,892	64	11,626	197	324	363	696	0	0	4643	131
Asian or Pacific Islander	114	239	13	11,916	28	19	40	66	0	0	17876	18
American Indian	2	7	2	396	1	0	0	0	0	0	132	1
Filipino		0	0	0	0	4	8	1	0	0	807	0
White	342	314	30	26,285	9	32	66	110	0	0	4743	18
Unspecified		0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>1128</b>	<b>2,506</b>	<b>126</b>	<b>53,329</b>	<b>239</b>	<b>383</b>	<b>607</b>	<b>893</b>	<b>0</b>	<b>0</b>	<b>29614</b>	<b>337</b>
Female (should be included in counts above and also reported here separately).	792	1,971	68	39,848	200	307	445	753	0	0	8807	261
<b>Percentage of Ownership</b>												
Black/African American												
Hispanic/Latin American												
Asian or Pacific Islander												
American Indian												
Filipino												
White												
Unspecified												
<b>Total</b>												
Female (should be included in counts above and also reported here separately).												
<b>Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise</b>												
Minority												
Women												
Disadvantaged												
Disabled Veteran												
Other												
<b>County Certification</b>												
Local Small Business Enterprise												
Social Enterprise												
Disabled Veteran Business Enterprise												
Other Certifying Agency												

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