



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

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRES, M.S.P.H.
Chief Deputy Director

313 North Figueroa Street, Suite 808
Los Angeles, CA 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis

First District

Holly J. Mitchell

Second District

Lindsey P. Horvath

Third District

Janice Hahn

Fourth District

Kathryn Barger

Fifth District

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

73 JUNE 6 2023

CELIA ZAVALA
EXECUTIVE OFFICER

June 06, 2023

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 FOUR CONTRACTS FOR TRAUMA PREVENTION INITIATIVE:
HOSPITAL VIOLENCE INTERVENTION PROGRAM SERVICES
(SUPERVISORIAL DISTRICTS 1, 2 AND 4) (3 VOTES)**

SUBJECT

Request approval to execute four contracts for the provision of Trauma Prevention Initiative: Hospital Violence Intervention Program services in Los Angeles County, effective for the term of July 1, 2023, through June 30, 2026; with delegated authority to execute future amendments and change notices as appropriate, to reflect funding adjustments, and non-material and/or ministerial revisions; suspend or terminate and/or accept a voluntary contract termination notice from contractors; as well as authority to extend or adjust the term through December 31, 2028.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute four new contracts, substantially similar to Exhibit I, with Southern California Crossroads and Soledad Enrichment Action, Inc., selected under a competitive solicitation process for the provision of Trauma Prevention Initiative (TPI): Hospital Violence Intervention Program (HVIP) services, effective July 1, 2023, through June 30, 2026, for an annual maximum obligation of \$1,050,000, as detailed in Attachment A, with a total maximum obligation of \$3,150,000, 100 percent offset by Measure B, AB109 funds, and existing Departmental net County cost.
2. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the contracts that extend the term for up to two additional one-year periods through June 30, 2028, at amounts to be determined by the Director of Public Health; allow a no-cost adjustment to the term through December 31, 2028; allow the rollover of unspent contract funds; and/or provide an

increase or decrease in funding up to 50 percent above or below the 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, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of Public Health, or her designee, to execute change notices to the contracts that authorize modifications to or within budget categories, 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. Delegate authority to the Director of DPH, or designee, to immediately suspend any contract upon issuing a written notice to contractors who fail to fully comply with program requirements; to terminate contracts for convenience by providing a 30-calendar day advance written notice to contractors; and to accept voluntary contract termination notices from contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Health's Office of Violence Prevention (OVP) implements the TPI, which is a comprehensive, place-based violence prevention and intervention strategy. TPI includes several key strategies, including community engagement, capacity building for community stakeholders and grassroots organizations, and peer violence intervention strategies, including Street Outreach and Community Violence Intervention Services, and HVIP services. TPI began in unincorporated communities of South Los Angeles, including Westmont West Athens, Willowbrook, Florence Firestone, and unincorporated Compton.

HVIP services is an intervention used throughout the nation to reduce community violence and decrease repeat visits to trauma centers for violence-related injuries. The overall objective of HVIP is to provide an intervention for victims of violence at a critical point – when they present at the hospital site with assault-related injuries. Contractor will provide trained case managers for case management services which includes, but will not be limited to engaging and developing rapport with patients at bedside in the trauma center, and linking patients to community resources and services, based on individualized assessments. Case managers will provide the victims with support and assistance in the trauma center and during the critical months following the patient's discharge. An example of case management services is providing access to resources such as mental health services, tattoo removal, general education development programs, employment, court advocacy, substance use assistance, and housing. The strategy is designed to quickly stem the flow of violence in the community while building a network of prevention and intervention support for the victim.

Approval of Recommendation 1 will enable Public Health to execute four contracts with qualified agencies, effective July 1, 2023, through June 30, 2026, for the provision of TPI: HVIP services in Los Angeles County (LAC) at designated Level I or Level II trauma hospital sites that serve specific TPI communities. The identified trauma hospital sites are: 1) St. Francis Medical Center, 2) Harbor UCLA Medical Center, 3) LAC+USC Medical Center (now Los Angeles General Medical Center), and 4) Pomona Valley Hospital.

Approval of Recommendation 2 will allow Public Health to execute amendments to extend the term of the contracts for two additional one-year periods through June 30, 2028, at amounts to be determined by the Director of Public Health, contingent upon the availability of funding and contractor performance; rollover unspent funds; provide an increase or decrease in funding up to 50 percent above or below the annual base maximum obligation, effective upon amendment execution, or at the

beginning of the applicable contract term, and/or make corresponding service adjustments, as necessary. This recommended action will enable Public Health to amend the contract to adjust the term for a period of up to six (6) 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 revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contracts that authorize modifications to or within budget categories, 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 Public Health to immediately suspend contracts with contractors who fail to perform and/or fully comply with program requirements, to terminate contracts for convenience by providing 30-calendar days' advance written termination notice to contractors, and to accept notices from contractors who voluntarily request to terminate their contract(s).

Implementation of Strategic Plan Goals

The recommended actions support Strategy II.2, Support the Wellness of Our Communities; Objective II.2.1, Reduce Violence in Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total County maximum obligation for four recommended contracts is \$3,150,000; for the term of July 1, 2023, through June 30, 2026; 100 percent offset Measure B, AB109 funds, and existing Departmental net County cost.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2015, Public Health began implementing TPI to reduce the disproportionate impact of violence and trauma among Black and Latinx communities of South Los Angeles. Recognizing the need to invest in prevention, and to reduce the burden on the County's trauma hospital system, the County Board of Supervisors and Emergency Medical Services Agency allocated ongoing Measure B funding to Public Health to implement TPI. Measure B dollars are collected through a county parcel tax and provides funding for the County's trauma hospital system.

The goal of TPI is to reduce trauma visits and deaths due to assault, and reduce serious and violent crime throughout LAC, with an initial focus on reducing the high rate of violence in South Los Angeles.

On May 2, 2017, your Board approved the annual allocation of Measure B funds to support TPI in selected priority communities that have a high level of violence. In July of 2021, your Board approved and instructed the CEO to allocate additional funding from Measure B Special Revenue Fund to support expansion of TPI services. In November of 2021, your Board approved one-time Measure B funds for additional TPI expansion. In October of 2022, during supplemental budget, the CEO identified ongoing funding to support TPI Expansion using Measure B, AB109 funds, and

existing Departmental net County cost.

As required under revised Board Policy 5.120, your Board was notified on May 9, 2023, of DPH's request to increase or decrease funding up to 50 percent above or below each term's annual base maximum obligation.

Exhibit I is the contract template approved by County Counsel.

Attachment A is the Trauma Site Annual Total Amount Allocation that indicates the list of recommended contractors, as well as the annual maximum obligation for each trauma site.

Attachment B is the contracting opportunity announcement posted on the County website.

Attachment C is the Community Business Enterprise Information Summary for the recommended contractors.

CONTRACTING PROCESS

On February 1, 2023, Public Health released Request for Applications (RFA #2023-001) to solicit applications from qualified community-based organizations (CBO) to provide TPI: HVIP services in South Los Angeles. The contracting opportunity announcement was posted on the County of Los Angeles website (Attachment B) as well as Public Health's website and sent by electronic mail to six prospective agencies listed in Public Health's internal list of vendors for HVIP services.

Public Health received four applications by the deadline of March 1, 2023, from two agencies. The four applications were reviewed by a committee that consisted of representatives within Public Health and evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by the Los Angeles County Board of Supervisors on March 31, 2009, and the RFA solicitation process. As a result, SCC and SEA's applications were deemed responsive applicants.

On May 1, 2023, notifications of the RFA results were sent to the selected Applicants.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue and expand the implementation of TPI: HVIP services to reduce community violence and decrease repeat visits to trauma hospital sites for violence-related injuries.

The Honorable Board of Supervisors

6/6/2023

Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Barbara Ferrer". The signature is fluid and cursive, with the first name "Barbara" and last name "Ferrer" clearly distinguishable.

Barbara Ferrer, PhD, MPH, MEd

Director

BF:sp
#06852

Enclosures

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

Contract No. PH-00XXXX



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CONTRACTOR NAME

FOR

**TRAUMA PREVENTION INITIATIVE: HOSPITAL VIOLENCE
INTERVENTION PROGRAM SERVICES**

**DEPARTMENT OF PUBLIC HEALTH
TRAUMA PREVENTION INITIATIVE:
HOSPITAL VIOLENCE INTERVENTION PROGRAM SERVICES CONTRACT**

Paragraph	TABLE OF CONTENTS	Page
<u>CONTRACT BODY (CB)</u>		
1.	Applicable Documents.....	2
2.	Definitions.....	3
3.	Description of Services.....	3
4.	Term of Contract	4
5.	Maximum Obligation of County	4
6.	Invoices and Payment.....	6
7.	Funding/Services Adjustments and Reallocations.....	10
8.	Alteration of Terms/Amendments.....	11
9.	Confidentiality.....	13
10.	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	14
11.	Indemnification	15
12.	General Provisions for all Insurance Coverages	15
13.	Insurance Coverage Requirements.....	21
14.	Ownership of Materials, Software, Copyright	22
15.	Publicity.....	24
16.	Record Retention and Audits	25
17.	Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying.....	33
UNIQUE TERMS AND CONDITIONS		
18A.	Contractor's Charitable Activities Compliance.....	33
18B.	Compliance with County's Child Wellness Policy	34
18C.	Data Destruction	34
18D.	Child/Elder Abuse/Fraud Report.....	35
19.	Conflict of Terms	36
20.	Contractor's Offices.....	37

21. Notices	37
-------------------	----

ADDITIONAL PROVISIONS (AP)

22. Administration of Contract	38
23. Assignment and Delegation/Mergers or Acquisitions	39
24. Authorization Warranty	41
25. Budget Reduction.....	41
26. Contractor Budget and Expenditures Reduction Flexibility.....	41
27. Complaints.....	42
28. Compliance with Applicable Law	43
29. Compliance with Civil Rights Law	44
30. Compliance with the County's Jury Service Program.....	45
31. Compliance with County's Zero Tolerance Policy on Human Trafficking	47
32. Compliance with Fair Chance Employment Practices	47
33. Compliance with the County's Policy of Equity.....	48
34. Conflict of Interest	48
35. Consideration of Hiring Gain/Grow Participants	49
36. Contractor Responsibility and Debarment.....	50
37. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	53
38. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	53
39. County's Quality Assurance Plan	54
40. Service Delivery Site – Maintenance Standards	55
41. Rules and Regulations	55
42. Damage to County Facilities, Buildings or Grounds	55
43. Employment Eligibility Verification.....	56
44. Default Method of Payment: Direct Deposit or Electronic Funds transfer.....	56
45. Counterparts Electronic Signatures and Representations.....	57
46. Fair Labor Standards.....	58
47. Fiscal Disclosure	58
48. Force Majeure.....	58

49. Governing Law, Jurisdiction, and Venue.....	59
50. Health Insurance Portability and Accountability Act of 1996 (HIPAA).....	60
51. Independent Contractor Status	60
52. Licenses, Permits, Registrations, Accreditations, Certificates	61
53. Nondiscrimination and Affirmative Action.....	61
54. Non-Exclusivity	64
55. Notice of Delays	64
56. Notice of Disputes.....	64
57. Notice to Employees Regarding the Federal Earned Income Credit.....	64
58. Notice to Employees Regarding the Safely Surrendered Baby Law	65
59. Prohibition Against Inducement or Persuasion	65
60. Prohibition Against Performance of Services While Under the Influence	65
61. Public Records Act.....	65
62. Purchases.....	66
63. Real Property and Business Ownership Disclosure.....	68
64. Reports.....	71
65. Recycled Content Bond Paper.....	71
66. Prohibition from Participation in Future Solicitations	71
67. Staffing and Training/Staff Development	72
68. Subcontracting.....	73
69. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	76
70. Termination for Convenience	76
71. Termination for Default	77
72. Termination for Improper Consideration	79
73. Termination for Insolvency.....	80
74. Termination for Non-Appropriation of Funds.....	81
75. No Intent to Create a Third Party Beneficiary Contract.....	81
76. Time Off for Voting.....	81
77. Validity.....	82
78. Waiver.....	82

79. Warranty Against Contingent Fees	82
80. Warranty of Compliance with County's Defaulted Property Tax Reduction Program	83
81. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	83
82. Injury and Illness Prevention Program	83

STANDARD EXHIBITS

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

UNIQUE EXHIBITS

Exhibit H – Charitable Contributions Certification

Contract No. PH-_____

**DEPARTMENT OF PUBLIC HEALTH
TRAUMA PREVENTION INITIATIVE:
HOSPITAL VIOLENCE INTERVENTION PROGRAM
SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on _____,

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

and _____
(hereafter "Contractor").

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

WHEREAS, on (enter date of DA Memo or authorization document), the Board delegated authority for the County's Director of the Department of Public Health (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for (give title of services) to preserve and protect the public's health; and

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

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

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide Trauma Prevention Initiative (TPI):Hospital Violence Intervention Program (HVIP) services for compensation, as set forth herein; and

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

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

1. APPLICABLE DOCUMENTS:

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

Standard Exhibits

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

Unique Exhibits

Exhibit H – Charitable Contributions Certification

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work) and Exhibit B (Scopes 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 July 1, 2023, and shall continue in full force and effect through June 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County will have the sole option to extend this Contract term up to two additional one-year periods for a maximum total Contract term of five years.

Each such extension option may 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.

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

5. MAXIMUM OBLIGATION OF COUNTY:

A.1 For the period of July 1, 2023, through June 30, 2024, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

A.2 For the period of July 1, 2024, through June 30, 2025, the maximum obligation of County for all services provided hereunder shall

not exceed _____ (\$_____), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

A.3 For the period of July 1, 2025, through June 30, 2026, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

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

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

D. No Payment for Services Provided Following Expiration/ Termination of Contract: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any

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

6. INVOICES AND PAYMENT:

A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or Exhibit B and in accordance with Exhibit C attached hereto and incorporated herein by reference.

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

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

D. Invoices must be submitted directly to the Division of Office of Violence Prevention at the address herein provided under Paragraph, NOTICES.

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

If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within 30 calendar days after such termination date.

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

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

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

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

G. Withholding Payment:

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

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

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

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

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

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

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

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

I. Local Small Business Enterprises – Prompt Payment Program

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to fifty percent (50%) 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 fifty percent (50%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

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

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

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least 15 calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

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

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

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

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to fifty percent (50%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized

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

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

9. CONFIDENTIALITY:

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

B. Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its

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

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

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

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor will give first consideration for such

employment openings to qualified, permanent County employees who are targeted for layoff, or qualified, former County employees who are on a re-employment list, during the life of this Contract.

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

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

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County and its Agents have been

given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

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

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

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

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

County of Los Angeles
Department of Public Health - Contract Monitoring Section

5555 Ferguson Drive, 3rd Floor, Suite 3031
Commerce, California 90022
Attention: Manager Contract Monitoring Section

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

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

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

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

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

F. Contractor's Insurance Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with

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

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

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

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

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

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

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

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

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

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

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

13. INSURANCE COVERAGE REQUIREMENTS:

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

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

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

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

D. 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 is alleged to have 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 therefrom, shall be the sole property of County.

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

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

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

E. Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and

prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

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

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

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

acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

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

16. RECORD RETENTION AND AUDITS:

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

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

[AC Contract Accounting and Administration Handbook - June 2021](#)

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

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

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

(2) A General Ledger.

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

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

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget.

Such records shall be corroborated by payroll timekeeping records signed

by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

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

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

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

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

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with 2 CFR 200.501. The audit shall be

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

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

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

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the

nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

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

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

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

H. Audit Settlements:

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

adduce proof of performance and/or receipt of the actual net cost for any service.

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

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

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

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

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

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

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

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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

18C. DATA DESTRUCTION:

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

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

the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

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

18D. CHILD/ELDER ABUSE/FRAUD REPORT

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

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

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

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

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

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

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

21. 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
Office of Violence Prevention Division
1000 South Fremont Avenue, Unit 61
Building A-9 East, 5th Floor South
Alhambra, California 91803

Attention: Project Director

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

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

22. ADMINISTRATION OF CONTRACT:

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

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

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

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

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

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

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

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

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

Additionally, Contractor certifies to the County:

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

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

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

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

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

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

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

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

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

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

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

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

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

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

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

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

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

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

34. CONFLICT OF INTEREST:

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

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

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

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to Contractor. Contractor must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV; and DPSS will refer qualified GAIN/GROW job candidates.

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

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

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

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

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

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

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

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at a contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

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

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

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

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

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

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

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

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

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

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

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

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an

agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C). Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

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

45. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

REPRESENTATIONS: This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via

communications facilities, (e.g., facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

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

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

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

48. FORCE MAJEURE:

A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's

subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

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

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

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

51. INDEPENDENT CONTRACTOR STATUS:

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

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

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

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

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

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

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

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

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.

2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

D. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

E. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

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

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

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

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

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

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

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the Safely

Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at:

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

59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

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

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

61. PUBLIC RECORDS ACT:

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921.000 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or

“proprietary.” The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

62. PURCHASES:

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

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any Contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of

Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the Contractor's part. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

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

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

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

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within 10 calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers,

members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

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

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

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

Contract changes, Contractor shall notify Director in writing of such changes within 30 calendar days prior to the effective date thereof.

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

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

66. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S): A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

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

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

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

68. SUBCONTRACTING:

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

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

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

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

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

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

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

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

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

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

F. The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor must notify its Subcontractors of this County right.

G. Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and is subject to all of the provisions of such prime contract." Further, Contractor

shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

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

A. Contractor has materially breached this Contract; or

B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph hereinabove if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the

fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

72. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension this Contract, or making of any

determinations with respect to the Contractor's performance pursuant to this Contract.

In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

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

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

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

74. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder, or by any provision of this Contract during any of the County's future fiscal years, unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30th, of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

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

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

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

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

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

79. WARRANTY AGAINST CONTINGENT FEES:

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

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

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

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

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

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

82. INJURY AND ILLNESS PREVENTION PROGRAM:

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention

Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

Revised 10-2022 – Approved by Counsel

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
TRAUMA PREVENTION INITIATIVE:
HOSPITAL VIOLENCE INTERVENTION PROGRAM SERVICES
STATEMENT OF WORK**

INTRODUCTION

The Office of Violence Prevention (OVP) was established by the County of Los Angeles (County) Board of Supervisors within the Department of Public Health (Public Health) in February 2019 to: 1) strengthen the coordination, capacity and partnerships in addressing the root causes of violence, 2) advance policies and practices that are grounded in race equity, 3) prevent all forms of violence, and 4) promote healing across all communities in Los Angeles County (LAC). The services described in herein are part of the Trauma Prevention Initiative (TPI), a priority of OVP's Strategic Plan.

In 2015, Public Health began implementing TPI to reduce the disproportionate impact of violence and trauma among Black and Latinx communities of South Los Angeles. Recognizing the need to invest in prevention, and to reduce the burden on the County's trauma hospital system, the County Board of Supervisors and Emergency Medical Services Agency allocated ongoing Measure B funding to Public Health to implement TPI. Measure B dollars are collected through a county parcel tax and provides funding for the County's trauma hospital system. TPI has developed a comprehensive, place-based violence prevention and intervention strategy, that aligns with County services and initiatives to support community-driven safety solutions. The goal of TPI is to reduce trauma visits and deaths due to assault, and reduce serious and violent crimes throughout LAC, with an initial focus on reducing the high rates of violence in South Los Angeles by investing in three key areas:

- 1) Intervention, by using a peer approach to break the cycle of violence in hospital and community settings.
- 2) Prevention infrastructure, by leveraging parks and other community hubs for innovative programming, facilitating community dialogue and decision making, and funding community identified strategies; and
- 3) Capacity building, by providing technical assistance for grassroots organizations and multidisciplinary training opportunities.

By empowering communities and working with County partners to advance systems change, TPI is building a transformative approach to public safety that is equitable and healing informed. TPI strategies are providing a strong foundation for building a countywide crisis response system tailored to the unique needs of communities. TPI includes a mix of funded strategies and strategies implemented by County departments

and other partners that are leveraged to meet the needs of communities. TPI includes the following components:

- **Hospital Violence Intervention Program (HVIP)** employs credible messengers to engage victims of violence during a teachable moment in the trauma center and provides follow-up case management (CM) upon release. Public Health participates in Hospital Violence Intervention Consortium with community-based organizations, Department of Health Services, and private trauma centers to improve coordination across hospitals and partners. OVP has contracted for HVIP services with St. Francis Medical Center, and Harbor UCLA Medical Center since July 2017.
- **Street Outreach and Community Violence Intervention (SOCVI)** agencies employ credible messengers to: 1) respond to violent incidents, 2) conduct rumor control and maintain peace across neighborhoods, 3) conduct safe passages to and from schools and parks, and 4) link gang-impacted and affiliated community members to resources and services. Through TPI, OVP has established protocols for unincorporated communities, with clear roles, and guidelines for collaboration with the Department of Parks and Recreation for safe passages, and with the Sheriff's Department for incident response. OVP has contracted for SOCVI services in four South Los Angeles communities (Westmont West Athens, Willowbrook, Florence Firestone, and unincorporated Compton) since July 2018.
- **Community Engagement** supports community residents and stakeholders or existing coalitions, to empower leadership, promote positive community identity, provide opportunities for shared decision making to inform implementation, and create collaborative support networks. TPI will be linked to the OVP Regional Violence Prevention Coalitions, which will serve as regional coordination hubs. OVP has established Community Action for Peace (CAP) networks in Westmont West Athens since 2017 and in Willowbrook since 2018.
- **Peer-to-Peer Violence Prevention Learning Academy (P2P)**, which is in its planning phase, will implement cross-training cohorts of peer support specialists, such as community intervention workers, *promotores*, and others, in violence prevention and trauma and healing informed practice, and connects peers to collaborate on system navigation. OVP contracted with consultants to develop a P2P landscape analysis, curriculum and workplan from 2018-2019, and piloted P2P training during 2020-2021 as part of the COVID-19 Community Health Worker Outreach Initiative.
- **Capacity Building Training and Technical Assistance** project supports grassroots violence prevention and intervention agencies, in the areas of organizational development, funding, marketing, and evaluation. Originally implemented in TPI communities in 2017-2018, the Probation Department funded an expansion of this service countywide to provide short-term technical assistance during the COVID-19 pandemic period from 2019-2022.

1.0 DEFINITIONS

- 1.1 AB109: California Assembly Bill AB109 which established the Public Safety Realignment Act of 2011 designed to reduce state prison populations by shifting responsibility for non-violent, non-serious, and non-sex offenders to be supervised at the local county level. It also provides local funding for initiatives that support these populations.
- 1.2 Board: County of Los Angeles Board of Supervisors. The governing body of the County serving as both the executive and legislative head of the County.
- 1.3 Case Management (CM): a collaborative process of assessment, planning, facilitation, care coordination, evaluation, and advocacy for services to meet an individual's and family's multiple health needs.
- 1.4 Hospital Violence Intervention Program (HVIP): An approach that employs peer outreach works and combines brief in-hospital intervention with intensive community-based CM and provides targeted services to high-risk populations to reduce risk factors for re-injury and retaliation while cultivating protective factors.
- 1.5 Street Outreach and Community Violence Intervention (SOCVI) Services: Intervention services, inclusive of Safe Passage, designed to provide specialized, street-based mediation and mitigation efforts to stop or prevent violence between gang members and gang neighborhoods, and the concurrent redirection of individual gang members and their families in ways that bring progress to themselves and their communities.

2.0 SERVICES TO BE PROVIDED:

HVIP services is an intervention used throughout the nation to reduce community violence and decrease repeat visits to trauma centers for violence-related injuries. The overall objective of HVIP is to provide an intervention for victims of violence at a critical point – when they present at the trauma hospital site with assault-related injuries. Contractor will provide trained case managers for CM services which includes but will not be limited to engaging and developing rapport with patients at bedside in the trauma center, and linking patients to community resources and services, based on individualized assessments. Case managers will provide the victims with support and assistance in the trauma center and during the critical months following the patient's discharge. An example of CM services is providing access to resources such as mental health services, tattoo removal, general education development programs, employment, court advocacy, substance use assistance, and housing. The strategy is designed to quickly stem the flow of violence in a given community while building a network of prevention and intervention support for the victim.

- 2.1 HVIP Services include: establishing a Memorandum of Understanding (MOU) between the trauma hospital site and community-based organization that will provide the HVIP services, establishing a 24/7 response protocol with the trauma hospital site to refer and engage patients, intake and assessment for clients who consent to services, individualized service plan, CM services and referrals and follow-up.
- 2.2 Contractor must provide HVIP services to patients who are being treated for violence-related injuries, including community and gang violence, or domestic violence, with a focus on patients who reside or were injured in TPI communities.
- 2.3 Contractor must provide individualized service plan and CM for clients who consent to services, provide peer support, mentoring and system navigation, and linking to services that meet client goals, including but not limited to: victim assistance, education, job development and employment services, mental health and substance abuse services, housing and basic needs. The type and duration of services is based upon the needs of a client as documented in the service plan, with a recommended minimum of 6 months follow-up post hospital discharge.
- 2.4 Contractor must coordinate with OVP TPI staff regarding the provision of HVIP services to ensure coordination and standardized protocols across sites, including participation in meetings and evaluation activities.

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

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

4.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County Contract Project Monitor for review. The plan must include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Paragraph 40, County's Quality

Assurance Plan of the Contract.

5.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting.

5.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report must be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within fifteen (15) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report must be submitted to the County Contract Project Monitor within thirty (30) workdays.

5.3 County Observations

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

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

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

6.2 Furnished Items

The County will provide the Contractor with previous HVIP tools and evaluation reports, a Case Management Database and evaluation support via a contracted evaluation agency.

CONTRACTOR**6.3 Project Manager and Case Manager**

- 6.3.1 Contractor must provide a part-time Project Manager equivalent (FTE) or designated alternate, who will supervise and oversee all staff and services provided. Contractor must provide a telephone number where the Project Manager and where calls received by the answering service must be returned by the Project Lead within twenty-four (24) hours of receipt of the call.
- 6.3.2 Project Manager must act as a central point of contact with the County.
- 6.3.3 Project Manager must have a minimum of five years of experience in the last seven years overseeing programs providing direct services to community members, with preference for community or hospital based violence intervention.
- 6.3.4 Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.
- 6.3.5 Contractor must also provide a full-time equivalent (FTE) Case Manager, who will provide services directly to participants, and is physically based at Contractor's program office site(s).
- 6.3.6 The Contractor's Project Manager or designated alternate staff and a Case Manager must respond to any calls during business hours, between 9 am and 5 pm, Monday through Friday.

6.4 Personnel

- 6.4.1 Contractor must assign a sufficient number of employees to perform required work. At least one employee on site must be authorized to represent for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor must be required to conduct a background check of their employees as set forth in in the Contract, Paragraph 22, subparagraph D – Background and Security Investigations.

6.5 Uniforms/Identification Badges

- 6.5.1 Contractor employees assigned to HVIP are required to wear badges and/or shirts that clearly designate their role and their agency name. All uniforms, as required and approved by the Director or designee, will be provided by at Contractor's expense.
- 6.5.2 Contractor must ensure their employees are appropriately identified as set forth in Paragraph 22, sub-paragraph C – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

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

6.7 Training

Contractor must provide training programs for all new employees and continuing in-service training for all employees.

6.8 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about 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.**

6.9 Service Site

Contractor must coordinate with the hospital to provide engagement services on site, and also provide services to clients upon hospital discharge at a site within the surrounding community. Contractor should continuously manage and operate the community-based site(s) for provision of post-discharge services set forth in Exhibit B, Scope of Work.

For the community-based service site, Contractor must obtain required inspection certificates (health, fire, etc.) and written consent of the Director of Public Health or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

Contractor must maintain the building and surrounding areas in a manner consistent with applicable local, State, and federal occupational safety and

sanitation regulations. The premises must be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition.

7.0 HOURS/DAY OF WORK

The Contractor must conduct routine services/activities during their proposed hours of operation. The Contractor must be required to submit days and hours of operation to Public Health. Upon funding, Contractor will be required to comply with days and hours of operation and notify Public Health of all observed holidays (i.e., office closure dates).

Contractor's site must be open and available to provide the required services to participants Monday through Friday at the service site within the catchment areas of the hospital where Case Management services are provided.

Contractor must ensure that staff responds to any calls and inquiries received between agency's operating hours of 9:00 am and 5:00 pm. In addition, Contractor must make good faith efforts to provide services on weekends and evenings, as needed, in cases where it will increase accessibility to program services and enhance the likelihood of a participant achieving his/her goals.

8.0 WORK SCHEDULES

8.1 Contractor must submit for review and approval a work schedule for each facility to the County Project Director within seven days prior to starting work. Said work schedules must be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules must list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager for review and approval within two working days prior to revised scheduled time for work.

9.0 UNSCHEDULED WORK

9.1 The County Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

9.2 Prior to performing any unscheduled work, the Contractor must prepare and submit a written description of the work with an estimate cost of labor and materials. If the unscheduled work exceeds the Contractor's estimated cost, the County Project Director or designee must approve the excess cost. In any

case, no unscheduled work must commence without written authorization.

- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must contact County's Project Director for approval before beginning the work. A written estimated cost must be sent within twenty-four (24) hours for approval. Contractor must submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work must commence on the established specified date. Contractor must proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS – (Refer to Exhibit B, Scope of Work)

10.1 ORGANIZATIONAL STRUCTURE AND MEETINGS

Contractor must provide Project Manager to oversee the day-to-day project deliverables and the Contract. Work closely with Public Health's finance staff to ensure timely delivery of monthly invoices and other administrative paperwork. The Project Manager must be available to lead and participate in scheduled conference calls and/or meetings with Public Health staff to discuss status updates, including but not limited to: progress & action items on Scope of Work deliverables, and activities developed by Public Health to achieve the objectives of the Scope of Work, as well as Administrative action items. Contractor shall assign other team staff as needed to complete project deliverables and implementation activities in a timely matter.

10.2 PROTOCOLS AND AGREEMENTS

Contractor must develop protocols and agreements to supports the implementation of HVIP services, including establishing an MOU with the trauma hospital site, establishing an oversight committee, and developing a collaboration plan.

10.3 24/7 RESPONSE AND REFERRALS

Contractor must develop 24/7 response protocol that includes procedures to communicate with trauma hospital staff to identify eligible patients, how patients and families will be engaged, and engage a minimum of 100 referred patients per year.

- Pomona Valley Hospital: 100 referred patients
(To be customized specific to each trauma hospital prior to contract award)

- Harbor UCLA: 200 referred patients
(To be customized specific to each trauma hospital prior to contract award)
- LAC+USC (now Los Angeles General Medical Center): 200 referred patients
(To be customized specific to each trauma hospital prior to contract award)
- St. Francis: 320 referred patients
(To be customized specific to each trauma hospital prior to contract award)

10.4 INTAKE

Contractor must conduct an interview and complete a Client Intake form and obtain Client Consent Form from all participants who consent to services to obtain information and determine participant's immediate needs.

10.5 ASSESSMENT

Contractor must conduct a comprehensive risk assessment of every new client, using the tool provided by Public Health, to obtain the information needed to develop an Individualized Service Plan. Assessment must be completed within 15 days of intake, and at 3-month interval post engagement, and at exit, at minimum.

10.6 INDIVIDUALIZED SERVICE PLAN

An Individualized Service Plan must be created to empower the participant to engage in services to accomplish desired goals and serve as a guiding document for provision of CM that will be updated to track progress made.

10.7 CASE MANAGEMENT SERVICES

Contractor must provide tailored CM services to a minimum number of clients as identified below per hospital, per year via an Individualized Service Plan. Case Managers should maintain a caseload not to exceed 30 clients.

- Pomona Valley Hospital: 50 clients
(To be customized specific to each trauma hospital prior to contract award)
- Harbor UCLA: 100 clients
(To be customized specific to each trauma hospital prior to contract award)

- LAC+USC (now Los Angeles General Medical Center):
100 clients
(To be customized specific to each trauma hospital prior to contract award)
- St. Francis: 160 clients
(To be customized specific to each trauma hospital prior to contract award)

10.8 TRAINING AND STAFF SELF-CARE

Develop a training and staff self-care support plan for Case Managers and other direct services staff. Contractor must allocate a portion of their budget at minimum of \$5,000 annually to support training and self-care needs identified by staff. Contractors may also identify other sources of funding to support staff training and self-care.

10.9 HOSPITAL STAFF

Contractor must have an MOU with trauma hospital as referenced in subparagraph 2.1 of this Statement of Work. Contractor will work with the trauma hospital to identify and designate key staff to support HVIP services:

- 10.9.1 Administrative lead who will provide oversight for HVIP services and is empowered to make decisions on behalf of the trauma hospital.
- 10.9.2 Trauma Director or designee, who will coordinate day to day operations, including notifications to Contractor and facilitate engagement of patients.
- 10.9.3 If applicable, Social Workers at the trauma hospital site who can coordinate with HVIP Case Managers to support client needs.

10.10 CLIENT RECORDS

- 10.10.1 Contractor must maintain a current and comprehensive case file for each client interviewed. The client's case file, at minimum, must contain the following documents/information, which must be entered into a CM database that must be approved by Public Health:
 1. Client Intake form (created by the Contractor in collaboration with OVP),
 2. Risk Assessment at intake, 3-months and exit, at minimum (created by OVP),
 3. Individualized Service Plan (created by the Contractor in

collaboration with OVP),

4. Client Consent Form (created by the Contractor in collaboration with OVP),
5. Progress notes with service delivery dates,
6. Key dates for services, including date of hospitalization, initial engagements, consent and intake completed, assessment completed, service plan developed, patient discharge, engagements post discharge including 3-month follow-up, dates of referrals to services, and date CM closed,
7. Case summary post closure, including reason for closure, and narrative assessment of success/goals met, and
8. Client satisfaction survey (created by Public Health).

- 10.10.2 In addition to other confidentiality requirements set forth in the Contract, Contractor must maintain client's case file in either a locked file cabinet or in a secure room, or encrypted database, to ensure confidentiality. Contractor must ensure confidentiality and provide secure storage, access, and disposal of participant records for seven years after the contact has terminated as set forth in the Contract, Paragraph 16, Record Retention and Audits.

10.11 REQUIRED MEETINGS

Contractor must participate in all required meetings in providing HVIP services.

10.12 REPORTING

Contractor must submit the following:

- 10.12.1 Monthly Invoice and Progress Report
- 10.12.2 Mid-year and Year-end Reports
- 10.12.3 Other Reports

11.0 OTHER REQUIREMENTS

Public Statements and Program Materials

Contractor must indicate in any and all program materials/brochures, press release(s) and any statement to the public related to the Program the following statement:

“This project is funded, in whole or in part, by Los Angeles County, Department of Public Health, Office of Violence Prevention, Trauma Prevention Initiative.”

Contractor must share program materials/brochures with OVP for review/approval prior to distribution. All job announcements must indicate that Contractor is, an “ Equal Employment Opportunity Employer”.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
1. Organizational Structure and Meetings	1.1 Contractor shall provide organizational chart for the Hospital Violence Intervention Program (HVIP) team and description of each staff member's role and qualifications.	Upon Contract execution	1.1 Organizational chart for the HVIP team, description of each staff member's role and qualifications submitted to the Public Health and kept on file.
	1.2 Contractor shall provide an up-to-date contact sheet for all HVIP staff assigned to work under this Contract including name, title, address, phone number, and email address. Contractor shall notify the Department of Public Health (Public Health) in writing within 5 business days of any changes in staff assignments under this Contract.	Upon Contract execution and ongoing	1.2 Up-to-date contact sheet for all project staff assigned to work under this Contract to be kept on file.
	1.3 Assigned Project Manager shall oversee the day-to-day project deliverables and the Contract. Work closely with Public Health's finance staff to ensure timely delivery of monthly invoices and other administrative paperwork. The Project Manager must be available to lead and participate in scheduled conference calls and/or meetings with Public Health staff to discuss status updates, including but not limited to: progress & action items on Scope of Work deliverables, and activities developed by Public Health to achieve the objectives of the Scope of Work, as well as Administrative action items. Contractor shall assign other team staff as needed to complete project deliverables and implementation activities in a timely matter.	Upon Contract execution and ongoing	1.3 Meeting agendas, minutes, and email correspondence to be kept on file.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
2. Protocols and Agreements	2.1 Establish a Memorandum of Understanding (MOU) between the Contractor and trauma hospital site to guide the provision of HVIP services; identify key staff, clear roles, and responsibilities for the hospital contractor; establish needed protocols, and infrastructure to support the work; and establish goals and track achievement of contracted deliverables, as well as processes for troubleshooting challenges and identifying lessons learned.	By August 1, 2023	2.1 Memorandum of understanding including list of key staff, roles, and protocols
	2.2 Establish an oversight committee that meets quarterly. The oversight committee must consist of at least 6 individuals, including at least 2 trauma center personnel, (including physicians, nurses, social workers, and administrative staff), and 2 community violence intervention experts or community leaders.	August 1, 2023; quarterly thereafter	2.2 Oversight committee names and titles and meeting records.
	2.3 Develop and submit, (on a semi-annual basis), a collaboration plan that includes strategies for working with partners, and resources to support client outcomes and HVIP successes, including key service providers, community coalitions and leaders, Street Outreach and Community Violence Intervention (SOCVI) contractors, adjacent Gang Reductions and Youth Development (GRYD) zones or other local violence intervention initiatives, where applicable, and law enforcement agencies. This collaboration plan must be developed in coordination with Public Health.	September 20, 2023; every 6 months thereafter	2.3 Semi-annual collaboration plan

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
3. 24/7 Response and Referrals	3.1 Develop and submit 24/7 response protocol, to be approved by Public Health. The response protocol must include an outline of the procedures used to communicate and consult with the hospital trauma surgeon and/or other Emergency Department/trauma center personnel to determine eligibility of trauma patient for HVIP services. The protocol must also include how patients and families will be engaged, including pairing of Case Managers with peer Street Outreach workers to build trust and direct communication.	August 1, 2023, and ongoing	3.1 24/7 response protocol
	3.2 Engage in a minimum of 100 (<i>vary per trauma hospital site</i>) referred patients per year at the designated trauma hospital site. An engagement is an initial contact and interaction with a patient/client who has experienced violence related injuries. Although dose (frequency and length of encounter) may vary, patient encounter must be substantive. <ul style="list-style-type: none"> o Pomona Valley Hospital: 100 referred patients o Harbor UCLA: 200 referred patients o LAC+USC (now Los Angeles General Medical Center): 200 referred patients o St. Francis: 320 referred patients 	June 30, 2024; annually thereafter	3.2 Client records of a minimum of 100 (<i>vary per hospital site</i>) referred patients per year.
4. Intake	4.1 Intake form must be approved by Public Health and include at a minimum: consent language to participate in services, date of initial engagement, date of consent to services, demographic information, (e.g., age, race/ethnicity, gender, zip code of residence), hospital name, injury, immediate needs (e.g., victim's services, basic needs).	August 1, 2023	4.1 Draft intake form and client consent form keep on file; provided to Public Health upon request.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	4.2 Contractor shall conduct an interview and complete a Client Intake form for all participants, who consent to services to obtain information and determine participant's immediate needs.	Ongoing	4.2 Client Intake form records (as specified by Public Health requirements) per participant.
5. Assessment	5.1 Risk assessment tool to be provided by Public Health to assess: levels of need, based on a tiered system of risk and protective factors, circumstances of injury, criminal history, gang affiliation, mental health and substance use history, client's support system; and other factors.	February 1, 2023	5.1 Draft assessment tool
	5.2 Contractor shall conduct a comprehensive risk assessment of every new client, using the provided tool, within 15 days of intake to obtain the information needed to develop an Individualized Service Plan (ISP).	Ongoing	5.2 Client assessment records (as specified by Public Health requirements) per new client, to be completed within 15 days of intake.
	5.3 Assessment must be completed within 15 days of intake, and a post assessment completed at 6-month intervals post engagement, and at exit, at minimum.	Ongoing	5.3 Assessment records completed within 15 days, every 6-months, and at exit for each client.
6. Individualized Service Plan (ISP)	6.1 ISP shall be created to empower the participant to engage in services to accomplish desired goals and serve as a guiding document for provision of Case Management (CM) that will be updated to track progress made. Client ISP should be reviewed on a monthly basis and revised as needed to adjust client goals.	Ongoing	6.1 Individualized Service Plan records per participant (as specified by Public Health requirements)

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>6.2 Narrative summary of client goals and objectives for CM, recommended services and referrals, and schedule of follow-up check-ins with client to assess progress.</p> <ul style="list-style-type: none"> • Safety Plan to address concerns of client returning to community post discharge, including potential threats of retaliation, coordination with local Street Outreach providers as available to support client safety, and identification of safe support system and safe places; • Referral to Victim Services; • COVID-19 vaccination and testing resources; • Where applicable and with assistance from Public Health, coordinate cross-referrals with county partner initiatives to provide supportive services to clients, including but not limited to Department of Youth Development, Law Enforcement Assisted Diversion, and Office of Diversion and Reentry for employment programs and services; • Other service referrals provided to meet identified goals including but not limited to counseling, domestic violence prevention, housing and basic needs, substance use treatment, tattoo removal, education, employment services, legal services, peer mentoring, etc.; • Documentation of the types and duration of services provided, and linked referrals made and completed; 	Ongoing	6.2 Thorough narrative summary (as specified by Public Health requirements)

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<ul style="list-style-type: none"> Documentation of client goals met, successes, and challenges. 		
7. Case Management (CM) Services	7.1 Case Managers will be required to collect data through an Access database and/or web-based data collection and CM platform provided by Public Health's evaluation team, that documents intake, assessment, Service Plans, and case management progress and follow-up. Public Health will advise on required data points to track;	August 31, 2023	7.1 CM database (as specified by Public Health requirements)
	7.2 Develop and maintain a list of service providers and partners to support client goals and HVIP success, including but not limited to: counseling, domestic violence, housing and basic needs, substance use treatment, tattoo removal, education, employment services, legal services, peer mentoring, etc. Provide updated list to Public Health semi-annually (every 6 months);	August 1, 2023; every 6-months thereafter	7.2 List of service providers and partners
	7.3 Provide tailored CM services to a minimum of 50 clients (<i>vary per hospital site</i>) per year via ISP. Case Managers should maintain a caseload not to exceed 30 clients per case manager, some requiring intensive case management and others classified as maintenance. Clients should be engaged monthly, (at a minimum), for case management services. Duration of case management may vary depending on client goals and commitment, and will include follow-ups at 3 months, post intake, at a minimum.	Ongoing	7.3 CM records for each client, including meeting dates, safety plans, referrals

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<ul style="list-style-type: none"> o Pomona Valley Hospital: 50 clients o Harbor UCLA: 100 clients o LAC+USC (now Los Angeles General Medical Center): 100 clients o St. Francis: 160 clients <p>Case management to include:</p> <ul style="list-style-type: none"> • Provide peer support and service navigation for clients, regular contact with clients to track progress, ensure that services are adequate in order to achieve goals, and address challenges and barriers experienced by client; • Coordinate development of client Safety Plans, with SOCVI agencies to ensure client returns safely to community upon hospital discharge; • Evaluate whether services are consistent with the needs enumerated in the service plan, determine if any changes to ISP goals are necessary, and ensure that referrals are linked, and services are obtained in a timely, coordinated manner. 		
8. Training and Staff Self-Care	<p>8.1 Develop a training and staff self-care support plan that must include:</p> <ul style="list-style-type: none"> • Identification of required trainings and certifications for Case Managers and other direct services staff (e.g., intervention, trauma informed 	August 1, 2023; quarterly thereafter	8.1 Written training and staff self-care support plan (as specified by Public Health requirements); provide quarterly report on types of self-care and training provided for staff

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	practice, motivational interviewing), and a process for ensuring that staff are up to date; <ul style="list-style-type: none"> • Providing weekly staff “check-in” meetings to discuss experiences and support teamwork and self-care; • Encouraging staff to participate in trainings sessions provided by Public Health and other partners relative to gender based violence, trauma informed practice, and other topics; 		
9. Hospital Staff	Contractor must work with the trauma hospital via MOU to identify and designate key staff to support HVIP services as follows: <ul style="list-style-type: none"> • Administrative lead who will provide oversight for HVIP services and is empowered to make decisions on behalf of the trauma hospital. • Trauma Director or designee, who will coordinate day to day operations, including notifications to Contractor and facilitate engagement of patients. • If applicable, Social Workers at the trauma hospital site who can coordinate with HVIP Case Managers to support client needs. 	August 1, 2023 and ongoing	A fully executed MOU between the Contractor and Hospital, and up-to-date contact sheet of all hospital staff assigned to work under this Contract to be kept on file
10. Client Records	Contractor must maintain a current and comprehensive case file for each client interviewed. The client’s case file, at minimum, must contain the following documents/information, which must be entered into a CM database that must be approved by Public Health: <ul style="list-style-type: none"> • Client Intake form (created by the Contractor in collaboration with OVP), 	Ongoing	Up-to-date contact sheet of all hospital staff assigned to work under this Contract, and case file to be kept on file.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<ul style="list-style-type: none"> Risk Assessment at intake, 3-months and exit, at minimum (created by OVP), Individualized Service Plan (created by the Contractor in collaboration with Office of Violence Prevention (OVP), Client Consent Form (created by the Contractor in collaboration with OVP), Progress notes with service delivery dates, Key dates for services, including date of hospitalization, initial engagements, consent and intake completed, assessment completed, service plan developed, patient discharge, engagements post discharge including 3-month follow-up, dates of referrals to services, and date CM closed, Case summary post closure, including reason for closure, and narrative assessment of success/goals met, and Client satisfaction survey (created by Public Health). 		
11. Required Meetings	11.1 Contractor will participate in monthly contract management meetings with Public Health to discuss progress, successes, and challenges.	Monthly	11.1 Documented attendance at Monthly contract meetings
	11.2 Contractor will participate in quarterly Trauma Prevention Initiative (TPI) Advisory Committee meetings to discuss progress and connect with County services and other contracted agencies	Quarterly	11.2 Documented attendance at Quarterly TPI Advisory Committee meetings
		Quarterly	

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	11.3 Contractor will participate, at a minimum, in quarterly Hospital Violence Intervention Consortium meetings to support collaboration, peer learning, and data sharing across trauma hospital sites 11.4 Contractor's staff will participate in at least one capacity building training opportunity annually, hosted by Public Health or partner agencies	June 30, 2024	11.3 Documented attendance at Quarterly Hospital Violence Intervention Consortium meetings 11.4 Documented attendance at capacity building training
12. Reporting and Invoicing	12.1 Monthly Invoice and Progress Report - Contractor shall submit to Public Health a Monthly Progress Report, with their billing invoice no later than 15 days after the month services were rendered. Invoices received without the Monthly Report will not be paid. 12.2 Year-end Reports – Contractor will submit mid-year and year-end reports using a template provided by Public Health, including updates on progress meeting each deliverable, a data summary of clients served, types of service provided, client anecdotes, and overall successes and challenges. 12.3 Other Reports - County may request data or other information from Contractor on an ad-hoc basis, as needed by Public Health, County agencies, or entities for budgetary or other purposes. Contractor shall provide the requested data to County in a mutually agreeable time period.	Monthly June 2024; and annually thereafter Ongoing	12.1 Monthly Invoice and Progress Report 12.2 Year-end reports (as specified by Public Health requirements) 12.3 Ad-hoc reports, as requested

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
13. Case Management (CM) Performance Outcomes	<p>13.1 Ensure that 90% of new clients have an ISP based on their unique needs and circumstances.</p> <p>Review new clients on CM database and check for ISP during the month. Denominator = All new clients enrolled in CM database during the month. Numerator = Clients that received ISP in the same month. [Public Health will take the annual average]</p>	Monthly	13.1 Individual Clients File
	<p>13.2 Ensure that 90% of new clients complete a baseline risk assessment within 15 days of enrollment.</p> <p>Review all new enrolled clients and check if they completed an assessment during the month. Denominator = All new enrolled clients during the month. Numerator = Clients who completed an assessment in the same month. [Public Health will take the annual average]</p>	Monthly	13.2 All Clients file
	<p>13.3 Ensure that 75% of clients complete a post assessment at 3 months post enrollment.</p> <p>Review continuing clients and check if they completed a post assessment 3 months after enrollment. Denominator = All continuing enrolled clients who have been enrolled in the program for 3 months. Numerator = Clients who completed a post assessment in the same month. [Public Health will take the annual average]</p>	Monthly	13.3 All Clients file

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>13.4 Ensure that 80% of clients receive risk-reduction resources in the community.</p> <p>Review continuing clients and check if they have been referred to at least one service in the community as identified by their ISP. Denominator = All continuing enrolled clients. Numerator = Clients who have received at least one referral for each need identified in their ISP. [Public Health will take the annual average]</p>	Monthly	13.4 All Clients file.
	<p>13.5 Ensure that 80% of clients are engaged at minimum once a month during the duration of their enrollment, and at 3-months post intake.</p> <p>Review continuing clients and check if they have been successfully engaged at least once a month during their enrollment. Denominator = All continuing enrolled clients. Numerator = Clients who have received at least one successful engagement a month for the duration of their enrollment, and at 3-months and 6-months post intake. [Public Health will take the annual average]</p>	Monthly	13.5 All Clients file.
	<p>13.6 Ensure that 75% of continuing clients that are receiving CM will receive a comprehensive reassessment of ISP at minimum every 180 days (six months).</p>	Monthly	13.6 All Clients file.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>Review continuing clients who have been enrolled for at least 180 days (six months) and check if they have an updated individual service plan. Denominator = All clients who have been enrolled for at least 180 days (six months). Numerator = Clients who have completed an updated individual service plan during the month. [Public Health will take the annual average]</p>		
	<p>13.7 Ensure that 90% of clients in need of victim services are notified of the availability of victim services and receive a referral.</p> <p>Review continuing clients who have been enrolled for at least 180 days (six months) and check if they have an updated safety plan. Denominator = All clients who have been enrolled for at least 180 days (six months). Numerator = Clients who have completed an updated safety plan during the month. [Public Health will take the annual average]</p>	Monthly	13.7 All Clients file.
	<p>13.8 Ensure that 90% of clients are offered information about COVID-19 safety and assistance obtaining appointment to get vaccinated</p> <p>Review continuing clients and check if they have received information about COVID-19 safety and vaccine appointments. Denominator = All continuing clients. Numerator = Clients who have received a COVID-19 safety information and assistance obtaining an appointment to get</p>	Monthly	13.8 All Clients file.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK
[COMMUNITY BASED ORGANIZATION]
 Trauma Prevention Initiative:
 Hospital Violence Intervention Program – (Name of Hospital Site)
 July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	vaccinated. [Public Health will take the annual average]		
14. Evaluation	14.1 Contractor must coordinate with Public Health and Public Health's contracted evaluator to ensure that data are entered within the approved CM database, monitored for quality, and provided to the evaluator on a monthly basis.	Ongoing	14.1 Review monthly CM database
	14.2 Contractor will support other evaluation needs, including but not limited to coordinating distribution of client satisfaction surveys, participating in focus groups or interviews about HVIP services, or providing as needed reports on work completed and clients served.	Ongoing	14.2 Client Satisfaction Survey, Sign-in sheet, and reports as needed.
	14.3 Contractor must ensure data quality and compliance with all data submission requirements.	Ongoing	14.3 Quality control procedure on file.

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

TRAUMA PREVENTION INITIATIVE: HOSPITAL VIOLENCE INTERVENTION PROGRAM

ANNUAL BUDGET

Trauma Hospital Site: _____

Contractor Name: _____

Period 1: July 1, 2023 - June 30, 2024

BUDGET

A.	SALARIES	Monthly Salary	Percent of Time	No. of Months	Totals
	Full Time Salaries				
	Case Manager - TBD	\$0.00	100%	12	\$ -
	Total Full Time Salaries				\$ -
	Part Time Salaries				
	Project Manager - TBD	\$0.00	50%	12	\$ -
	Total Part Time Salaries				\$ -
	Total Salary Costs				\$ -
B.	EMPLOYEE BENEFITS @ 26.75%				
	Employee Benefits for Full Time Employees				\$ -
	Employee Benefits for Part Time Employees				\$ -
	Total Employee Benefit Costs				\$ -
	Total Salaries & Employee Benefits				\$ -
C.	OPERATING EXPENSES				
	Telecommunications				\$ -
	Utilities				\$ -
	Rent/Lease				\$ -
	Office Supplies				\$ -
	Postage				\$ -
	Audit and Insurance Fees				\$ -
	Total Operating Expenses Costs				\$ -
D.	PROGRAM SUPPLIES				
	Office Supplies				\$ -
	Promotional Materials				\$ -
	Incentives				\$ -
	Printing and Duplication				\$ -
	Total Operating Expenses Costs				\$ -
E.	TRAVEL & MILEAGE				
	Travel				\$ -
	Mileage				\$ -
	Total Travel & Mileage Costs				\$ -
F.	TRAINING & STAFF SELF-CARE				
	Self-Care & Training				\$ 5,000
	Total Training & Staff Self-Care Costs				\$ 5,000
G.	OTHER COSTS				
	IT Equipment				\$ -
	Event Costs				\$ -
	Training Costs				\$ -
	Translation Services				\$ -
	Total Other Costs				\$ -
H.	INDIRECT COST* (Cannot exceed 10% of personnel cost excluding Fringe Benefits)				
	TOTAL PROGRAM BUDGET				\$ 5,000.00

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
TRAUMA PREVENTION INITIATIVE: HOSPITAL VIOLENCE INTERVENTION PROGRAM
ANNUAL BUDGET

Trauma Hospital Site: _____

Contractor Name: _____

Period 2: July 1, 2024 - June 30, 2025

BUDGET

A.	SALARIES	Monthly Salary	Percent of Time	No. of Months	Totals
	Full Time Salaries				
	Case Manager - TBD	\$0.00	100%	12	\$ -
	Total Full Time Salaries				\$ -
	Part Time Salaries				
	Project Manager - TBD	\$0.00	50%	12	\$ -
	Total Part Time Salaries				\$ -
	Total Salary Costs				\$ -
B.	EMPLOYEE BENEFITS @ 26.75%				
	Employee Benefits for Full Time Employees				\$ -
	Employee Benefits for Part Time Employees				\$ -
	Total Employee Benefit Costs				\$ -
	Total Salaries & Employee Benefits				\$ -
C.	OPERATING EXPENSES				
	Telecommunications				\$ -
	Utilities				\$ -
	Rent/Lease				\$ -
	Office Supplies				\$ -
	Postage				\$ -
	Audit and Insurance Fees				\$ -
	Total Operating Expenses Costs				\$ -
D.	PROGRAM SUPPLIES				
	Office Supplies				\$ -
	Promotional Materials				\$ -
	Incentives				\$ -
	Printing and Duplication				\$ -
	Total Operating Expenses Costs				\$ -
E.	TRAVEL & MILEAGE				
	Travel				\$ -
	Mileage				\$ -
	Total Travel & Mileage Costs				\$ -
F.	TRAINING & STAFF SELF-CARE				
	Self-Care & Training				\$ 5,000
					\$ -
	Total Training & Staff Self-Care Costs				\$ 5,000
G.	OTHER COSTS				
	IT Equipment				\$ -
	Event Costs				\$ -
	Training Costs				\$ -
	Translation Services				\$ -
	Total Other Costs				\$ -
H.	INDIRECT COST* (Cannot exceed 10% of personnel cost excluding Fringe Benefits)				
	TOTAL PROGRAM BUDGET				\$ 5,000.00

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
TRAUMA PREVENTION INITIATIVE: HOSPITAL VIOLENCE INTERVENTION PROGRAM
ANNUAL BUDGET**

Trauma Hospital Site: _____

Contractor Name: _____

Period 3: July 1, 2025 - June 30, 2026

BUDGET

A. SALARIES	Monthly Salary	Percent of Time	No. of Months	Totals
Full Time Salaries				
Case Manager - TBD	\$0.00	100%	12	\$ -
Total Full Time Salaries				\$ -
Part Time Salaries				
Project Manager - TBD	\$0.00	50%	12	\$ -
Total Part Time Salaries				\$ -
Total Salary Costs				\$ -
B. EMPLOYEE BENEFITS @ 26.75%				
Employee Benefits for Full Time Employees				\$ -
Employee Benefits for Part Time Employees				\$ -
Total Employee Benefit Costs				\$ -
Total Salaries & Employee Benefits				\$ -
C. OPERATING EXPENSES				
Telecommunications				\$ -
Utilities				\$ -
Rent/Lease				\$ -
Office Supplies				\$ -
Postage				\$ -
Audit and Insurance Fees				\$ -
Total Operating Expenses Costs				\$ -
D. PROGRAM SUPPLIES				
Office Supplies				\$ -
Promotional Materials				\$ -
Incentives				\$ -
Printing and Duplication				\$ -
Total Operating Expenses Costs				\$ -
E. TRAVEL & MILEAGE				
Travel				\$ -
Mileage				\$ -
Total Travel & Mileage Costs				\$ -
F. TRAINING & STAFF SELF-CARE				
Self-Care & Training				\$ 5,000
Total Training & Staff Self-Care Costs				\$ 5,000
G. OTHER COSTS				
IT Equipment				\$ -
Event Costs				\$ -
Training Costs				\$ -
Translation Services				\$ -
Total Other Costs				\$ -
H. INDIRECT COST* (Cannot exceed 10% of personnel cost excluding Fringe Benefits)				
TOTAL PROGRAM BUDGET				\$ 5,000.00

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC 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"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

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: _____

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

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE

PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 “Electronic Health Record” means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 “Health Care Operations” has the meaning as the term “health care operations” at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its

employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and

the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report,

Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person

who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected

Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under

Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON
TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health

Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health

Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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.

- ☐ Proposer 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 Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most 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.

Signature

Date

Name and Title of Signer (please print)

TRAUMA SITE ANNUAL TOTAL AMOUNT ALLOCATION

CONTRACTOR		TRAUMA SITE	ADDRESS	CONTRACT AMOUNT
1	Soledad Enrichment Action, Inc.	LAC+USC Medical Center	1200 N. State Street, Los Angeles, CA 90033	\$250,000
2	Southern California Crossroad	Saint Francis Medical Center	3630 E. Imperial Hwy, Lynwood, CA 90262	\$400,000
3	Southern California Crossroad	Harbor UCLA Medical Center	1000 W. Carson St, Torrance, CA 90502	\$250,000
4	Southern California Crossroad	Pomona Valley Hospital	1798 N. Garey Ave, Pomona, CA 91767	\$150,000
TOTAL RECOMMENDED AWARD:				\$1,050,000



CONTRACTING OPPORTUNITY*

BID NUMBER: 2023-001

BID TITLE: Request for Applications for
Trauma Prevention Initiative:
Hospital Violence Intervention Program

RELEASE/OPEN DATE: February 01, 2023

CLOSING/DUE DATE: March 01, 2023

*Visit websites indicated below for additional information and updates.

The County of Los Angeles Department of Public Health (Public Health) is pleased to announce the release of a Request for Applications (RFA) to solicit applications from interested qualified community-based organizations to provide Hospital Violence Intervention Program (HVIP) services in select hospital sites in Los Angeles County.

HVIP is an evidenced-based model that is implemented by community-based organizations, in partnership with selected trauma hospitals, to provide peer outreach and case management to victims of violence in the hospital setting.

Minimum Mandatory Requirements

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

Next Steps for Interested Agencies/Vendors

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

TRAUMA PREVENTION INITIATIVE: HOSPITAL VIOLENCE INTERVENTION COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Firm/Organization Information	Soledad Enrichment Action, Inc.	Southern California Crossroads
Total Number of Employees in Firm	138	81
Total Number of Employees (including owners)	138	81
Owners/Partner/Associate Partners		
Black/African American	28	
Hispanic/Latino	99	
Asian or Pacific Islander	2	
American Indian	6	
Filipino	1	
White	2	
Total	138	
Female (should be included in counts above and also reported here separately).	79	
Percentage of how ownership of the firm is distributed		
Black/African American		
Hispanic/Latin American		
Asian or Pacific Islander		
American Indian		
Filipino		
White		
Female (should be included in counts above and also reported here separately).		
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business		
Minority		
Women		
Disadvantaged		
Disabled Veteran		
LGBTQQ		

Figures are based on information provided by Vendors in their Applications.