

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

MUNTU DAVIS, M.D., M.P.H.

ANISH P. MAHAJAN, M.D., M.S., M.P.H.

313 North Figueroa Street, Suite 806 Los Angeles, CA 90012 TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

July 09, 2024

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

Dear Supervisors:



Holly J. Mitchell Second District Lindsey P. Horva Third District Janice Hahn Fourth District

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

26 July 9, 2024

EXECUTIVE OFFICER

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

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

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

The Honorable Board of Supervisors 7/9/2024 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

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

2) promoting public safety by preventing the transmission of infectious diseases and mitigating potential outbreaks.

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

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

Approval of Recommendation 1 will allow Public Health to establish agreements and make payments to entities providing temporary housing services (e.g., hotels, motels, or other short-term rentals), as well as cover expenses for food services and incentives for treatment or program compliance (e.g., grocery gift cards, restaurant gift cards, transportation passes/incentives). This initiative provides support to individuals experiencing homelessness and who need housing and other services while they complete their treatment and care services and/or their quarantine period if they were exposed to a communicable disease.

Approval of Recommendation 2 will allow Public Health to adapt funding levels in response to changes in market value of housing, food services, and incentives, as well as accommodate evolving demand for program services. Additionally, approval of this recommendation will enable Public

The Honorable Board of Supervisors 7/9/2024 Page 3

Health to evolve the program according to emerging needs and ensure alignment with Board policies and priorities. It will also facilitate the timely update of LOAs and the correction of any deficiencies, errors, or omissions in the terms and conditions, as needed.

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

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

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

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

There is no net County costs associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Use of incentives and enablers is a patient-centered strategy that can improve adherence to treatment and health outcomes for communicable diseases. With Board approval, the TBCP has used this strategy to provide temporary housing, transportation, and food support to unhoused, highrisk, and hard-to-treat patients to enable them to complete TB treatment. Public Health proposes to build and expand this program to meet the needs of individuals with other communicable diseases such as HIV, STDs, mpox, and COVID-19.

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

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

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

The Honorable Board of Supervisors 7/9/2024 Page 4

Health's TBCP continues to receive FSIE funding each fiscal year.

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

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

Barbara Ferrer, PhD, MPH, MEd

ale Tener

Director

BF:kg #07591

Enclosures

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



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



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

				Authorized Agent's				
Facility/Site Name				Name				
Facili	ty/Site Address			Authorized Agent's Address				
1	ty/Site Telephone			Authorized Agent's				
Numb				Telephone Number Authorized Agent's				
Feder	al Tax ID Number			Relationship to Owner				
Depart Standa	tment of Public Hards). e to the fee-for-servi	ealth Standards f	sted housing or Housing	g facility, and I have rec g Voucher Service \	the owner, authorized general eived and agree to Attachment I, rendors (herein referred to as ation of this Letter of Agreement			
(LOA).								
 I understand and agree that this LOA will be suspended or terminated if any of the following occur: A Voucher Recipient is placed in a room or rooms that Public Health has found to be in violation of the Standards. 								
 A Voucher Recipient is intentionally harassed, harmed, punished, or discriminated against by Vendor, its management, or staff because the Voucher Recipient has complained about the conditions in the facility. Vendor, its management, or staff refuses, without good reason, to move a Voucher Recipient to another room, at the reasonable request of the Voucher Recipient, or by request of Public Health, because the room does not meet the Standards. If Vendor does not have another suitable room available, it must notify Public Health immediately. 								
4.	4. Vendor violates the Standards or fails to correct violations cited by Public Health.							
5.	Vendor did not provide the agreed upon housing to the Recipient named on the Voucher or knowingly or negligently furnished a room to someone other than the Recipient named on the Voucher, with intent to submit the Voucher to the County of Los Angeles for reimbursement.							
Vouch	er Recipient, in acc		licable fede	ral, State, and local laws	and information regarding the s, rules, regulations, ordinances,			
I unde	rstand and agree th	at Public Health wil	II not pay fo	r any room(s) that does	not meet the Standards.			
arising	from this LOA.				ect myself against any liabilities			
I agree to give a 30-day prior written notice to Public Health if I decide to no longer participate as a Vendor in the Incentive and Enabler Project.								
Auth	orized Agent's Sig	nature	Title	Da	te			
		ı	Director					
Barb	ara Ferrer, Ph.D.,		Title	Da	te			



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



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

I. STANDARDS FOR HOUSING VOUCHER SERVICE VENDORS

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

II. STANDARDS FOR VOUCHER RECIPIENT OCCUPANCY

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





meet, the following standards:

- 1. Lighting in all rooms, hallways, and public areas is adequate to provide clear visibility throughout all such rooms, hallways, and public areas.
- 2. In rooms with private bathrooms, all wash basins, toilets, bathtubs, and shower stalls will be operable, reasonably clean, and sanitary.
- 3. Each private room will have a door lock operable from inside and outside the room and a key; each window in the room will be unbroken; and all moveable windows must be able to be opened and to be secured.
- 4. Occupants must have the only key to their rooms except for the master key(s) or one set of authorized duplicate keys kept in the custody of management; if multiple or unauthorized duplicate keys are found to exist, the lock must be re-keyed.
- 5. All communal bathrooms will have toilet stalls and bathing facilities that can be locked from the inside, or such bathrooms must be able to be locked from the inside.
- 6. On arrival, each Voucher Recipient will receive freshly laundered and untorn bed linen, a pillow, a freshly laundered towel, toilet tissue, and soap, and will be provided additional supplies of these materials upon reasonable demand.
- 7. All flooring must be maintained in a safe condition free from cracks, holes, ruptures, or other potential dangers.
- 8. Each room must contain a bed, with a mattress and pillows that are dry, clean, and untorn and a place in which to store clothing, all in good repair.
- 9. Each room will contain a mattress and pillows which are dry, clean, and untorn.
- C. Vendor must provide and/or ensure the following, unless otherwise instructed by Public Health:
 - 1. Furniture must be kept clean and in good repair.
 - 2. Weekly cleaning services, or more often as needed, must be provided for each room/sleeping area and for all hallways and public areas.
 - 3. Mattresses and pillows must be checked to ensure that they are dry at the time that cleaning service is provided and if not dry, the Voucher Recipient must be given access to a dry mattress and/or pillow(s).
 - 4. Bedding must be replaced at least once per week with freshly laundered, untorn linens. The linens must include at least two sheets and a pillowcase. Blankets will be supplied, as necessary, depending upon the weather and the heating available in each room/sleeping area.
 - 5. Freshly laundered towels must be provided at least twice a week.
 - 6. All windows must be equipped with shades, curtains, drapes, and/or screens on the first three floors of multi-story buildings. Bathroom windows must have frosted glass or other privacy protection.





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

III. BUILDING, SAFETY, AND FIRE STANDARDS

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

A. BUILDING AND SAFETY

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

B. FIRE

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





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

C. SECURITY

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

IV. STANDARDS FOR PROCESSING VOUCHERS AND INVOICES

- A. **Before providing housing services**, Vendor must verify each Voucher that was issued to a Client by Public Health, as follows:
 - 1. <u>Vendor Information:</u> Examine the Vendor information section on each Voucher to ensure Vendor's facility/business has been authorized to deliver services to the Client.
 - 2. <u>Public Health Signature and Date</u>: Examine each Voucher to ensure that Public Health has signed and dated the Voucher to certify the use of the Voucher by the Client.
 - 3. <u>Voucher Recipient Verification:</u> Verify that the bearer of each Voucher is the client to whom the authorization was issued by Public Health and that the Client has signed each Voucher to acknowledge their understanding and acceptance of the rights reserved by Public Health and the Vendor. Verification may be through checking I.D., signature comparison, or attestation by Public Health.
 - 4. <u>Service Delivery Period:</u> Examine each Voucher to ensure that Public Health has entered a Service Delivery Period with a Start Date and an End Date that end within the same month.
 - 5. <u>Quality of Voucher:</u> Examine each Voucher to ensure there have been no alterations to the name of the person who issued the Voucher, Voucher Recipient Name, or to the Service Delivery Period. Vendor has the obligation to refuse to accept an irregular Voucher, since Public Health will not pay for services provided under altered or fraudulent Vouchers. Clients must be advised to return to Public Health in case of any irregularity.
- B. After validating a Voucher issued to a Client by Public Health, Vendor must do the following:
 - 1. <u>Housing Services</u>: Provide housing services only to the Client bearing the Voucher. Only deliver services for the Service Delivery period stated on the Voucher.
 - 2. <u>Voucher Recipient and Vendor Signature</u>: On the Voucher, enter each date for which housing services were provided to the Voucher Recipient. Have the Client acknowledge services received by signing the Voucher for each date they received the housing services.





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

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

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

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

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



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



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

		1							
Facility/Site Name		Autho Name	orized Agent's						
Facility/Site Addre	ess	Auth	orized Agent's						
Facility/Site Telep		Addr	ess orized Agent's						
Number Federal Tax ID Number			phone Number						
		Auth	orized Agent's ionship to Owner	ed Agent's					
Standards for Fo	od service facility ar od Voucher Servic nt (LOA) to provide	nd I have received and age Vendors (herein refer food services under the	gree to Attachment red to as Standard Food Voucher Prog						
				neals per day, and the fee-for- emain in effect for the duration					
understand and a	gree that this LOA	will be suspended or teri	ninated if any of th	e following occur:					
	Food services as set forth herein are not implemented in accordance with established County and Public Health policies or Attachment I, Standards.								
against by	A Food Voucher (Voucher) Recipient is intentionally harassed, harmed, punished, or discriminated against by Vendor, its management, or staff because the Voucher Recipient has complained about the food service.								
	Meals provided do not comply with the minimal portion sizes and nutritional standards for meal preparation as specified in the Standards listed in Attachment I.								
4. Vendor viol	Vendor violates the Standards or fails to correct violations cited by Public Health.								
provides a	Vendor does not provide a meal to the Recipient named on the Voucher or negligently and knowingly provides a meal to someone other than the Recipient named on the Voucher, with intent to submit the food Voucher to the County of Los Angeles for reimbursement.								
oucher Recipient	in accordance with		ate, and local laws,	and information regarding the rules, regulations, ordinances,					
understand and	agree that Public	Health will not pay for	any meal(s) that	do not meet the Standards.					
understand and a arising from this L0	•	intain sufficient insuranc	e coverage to prote	ect myself against any liabilities					
agree to give a 3 and Enabler Projec	• •	notice to Public Health if	I decide to no long	ger participate in the Incentive					
Authorized Agent's Signature		Title	Dat	e					
		Director							
Barbara Ferrer	Ph.D., M.P.H., M.E		Dat						



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



Attachment I

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

I. STANDARDS FOR FOOD VOUCHER SERVICE VENDORS

A. Vendor must:

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

II. STANDARDS FOR VOUCHER RECIPIENT MEALS

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





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

III. STANDARDS FOR PROVISION OF FOOD SERVICES

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





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

IV. STANDARDS FOR PROCESSING VOUCHERS AND INVOICES

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





receive payments from Public Health.

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