



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

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

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

313 North Figueroa Street, Suite 806
Los Angeles, CA 90012
TEL (213) 268-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



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February 04, 2025

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 TWO NEW CONTRACTS FOR THE PROVISION OF CORE HIV
MEDICAL SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute two new contracts for the provision of Core HIV Medical Services tied to the Ending the HIV Epidemic efforts in Los Angeles County effective March 1, 2025, through February 29, 2028, and delegated authority to extend the term through February 28, 2031.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute two new contracts, substantially similar to Exhibit I, with the contractors listed in Attachment A, selected under a competitive solicitation process for Core HIV Medical Services, consisting of Ambulatory Outpatient Medical (AOM) Services, Medical Care Coordination (MCC) Services, and Patient Support Services (PSS), effective March 1, 2025 through February 29, 2028, for a total maximum obligation of \$4,105,620, 100% funded by Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), Ryan White Program (RWP) Part A funds, Assistance Listing Number 93.914, California Department of Public Health (CDPH), RWP Part B funds, HRSA Ending the HIV Epidemic (EHE) funds, Assistance Listing Number 93.686, and existing Departmental resources.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contracts that extend the term through February 28, 2031, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; rollover unspent funds; provide an increase or decrease in funding up to 10 percent above or below

the annual base maximum obligation; update the statement of work, as necessary; and/or correct errors in the contract's terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work, that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.

4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any contract upon issuing a written notice to contractors who fail to fully comply with contract requirements, and terminate contracts for convenience by providing a 30-calendar day advance written notice to contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute two new contracts with qualified contractors to deliver Core HIV Medical Services. Core HIV Medical Services are comprised of AOM Services, MCC Services, and PSS.

Public Health is requesting approval to enter into two new contracts with contractors to implement Core Medical HIV Services in Los Angeles County to reach the goals of the national initiative, EHE: A Plan for America by providing AOM Services, MCC Services, and PSS to eligible RWP clients with the goal of retaining people living with HIV in medical care in order to achieve and maintain viral suppression, improve overall health outcomes, and reduce forward transmission of HIV.

AOM Services provide evidence-based preventive, diagnostic, and therapeutic HIV medical services through outpatient medical visits by licensed health care professionals to RWP-eligible HIV-positive clients. AOM Services are expected to interrupt or delay the progression of HIV disease; promote timely access to care; prevent and treat opportunistic infections; promote optimal health and quality of life; and reduce further HIV transmission by providing clients the education and support for appropriate risk reduction strategies.

MCC Services provide interventions via a multi-disciplinary team approach to facilitate behavioral interventions, conduct outreach, and coordinate support services to promote improved health outcomes for persons living with HIV. MCC Services team members deliver trauma-informed, client-centered activities, that focus on addressing social determinants of health, engagement and retention in care, adherence to antiretroviral therapy, and coordination and integration of all services along the continuum of care for RWP eligible clients with the aim of improving an individual's health functioning and overall well-being.

PSS are conducted by a multi-disciplinary team comprised of specialists who conduct client-centered interventions focused on addressing psychological and social determinants of health in order to retain HIV clients in care, improve overall health outcomes, and achieve or maintain viral suppression. PSS will deliver interventions directly to RWP eligible clients, link and actively enroll them with support services, and provide care coordination, when needed.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to extend the term for up to three additional years through February 28, 2031; rollover unspent funds;

increase or decrease funding up to 10 percent above or below the annual base maximum obligation; update the statement of work; and/or correct errors in the contract's terms and conditions, as necessary.

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

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate contracts with contractors who fail to perform and/or fully comply with contract requirements, and to terminate contracts for convenience by providing 30-calendar days' advance written notice to contractors.

Implementation of Strategic Plan Goals

The recommended actions support North Star 2, Foster Vibrant and Resilient Communities through focus area goals of Public Health and Economic Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the two contracts is \$4,105,620, effective March 1, 2025 through February 29, 2028, consisting of \$1,368,540 for each 12-month period, 100 percent funded by HRSA, RWP Part A funds, HRSA RWP B funds through CDPH Agreement Number 18-10873, HRSA EHE funds and existing Departmental resources.

There is no additional net County cost associated with this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

CONTRACTING PROCESS

On August 27, 2024, Public Health released a Request for Proposals (RFP) to solicit proposals from Proposers to provide Core HIV Medical Services. Responses to the RFP were due to Public Health on October 15, 2024.

The contracting opportunity announcement (Attachment B) was posted on the County of Los Angeles website and Public Health's Contracts and Grants website and a Notice of Intent to release the RFP was also sent by electronic mail to 27 contractors listed on Public Health's internal list of contractors that provide HIV care services.

Public Health received 20 proposals by the submission deadline. The proposals were reviewed by an evaluation committee made up of subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the RFP solicitation process. As a result of this process, Public Health is recommending contracts for all 20 of the Proposers.

On December 26, 2024, notifications of the RFP results were sent to the recommended Proposers (Attachment A). Public Health has obtained the Letter of Intent from each of the recommended Proposers.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to award new contracts to implement Core HIV Medical Services to residents in Los Angeles County.

Respectfully submitted,



Barbara Ferrer, PhD, MPH, MEd
Director

BF:ml
#08028

Enclosures

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

EXHIBIT I

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

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

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

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STANDARD EXHIBITS

- Exhibit A: Statement(s) of Work
- Exhibit B: Intentionally Omitted
- Exhibit C: Budget(s)
- Exhibit D: Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E: Safely Surrendered Baby Law
- Exhibit F: Charitable Contributions Certification
- Exhibit G: County’s Administration
- Exhibit H: Contractor’s Administration
- Exhibit I: Information Security and Privacy Requirements
- Exhibit J: Requirements Regarding Imposition of Charges for Services
- Exhibit K: People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit L: Guidelines for Staff Tuberculosis Screening
- Exhibit M: Notice of Federal Subaward Information

Contract No. _____

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

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

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

and [Click to enter Legal Name of Contractor](#)
(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 [date of Board Letter](#), the Board delegated authority to 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 Core HIV Medical Services for Persons Living with HIV 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, County has established the Division of HIV and STD Programs (hereafter "DHSP") under the administrative direction of Public Health; and

WHEREAS, County's DHSP is responsible for Ryan White Program ("RWP") programs and services; and

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

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services ("HHS"), Assistance Listing Number (ALN) 93.914, which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds, California Department of Public Health, RWP Part B funds, and HRSA Ending the HIV Epidemic funds, ALN 93.686, of which a portion has been allocated to this Contract; and

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

WHEREAS, funds received under the RWP will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

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

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

WHEREAS, as a recipient of RWP funds, Contractor's referrals to and from organizations must be noted and tracked in the DHSP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

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

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

WHEREAS, Contractor is familiar with the RWP and services and its intent to improve the quality, availability, coordination, efficiency and organization of care, treatment, and support services for HIV infected individuals and families; and

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide Core HIV Medical 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.

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, C, D, E, F, G, H, I, J, K, L and M, 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 will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

- Exhibit A: Statement of Work
- Exhibit B: Intentionally Omitted
- Exhibit C: Budget(s)
- Exhibit D: Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E: Safely Surrendered Baby Law
- Exhibit F: Charitable Contributions Certification
- Exhibit G: County's Administration
- Exhibit H: Contractor's Administration
- Exhibit I: Information Security and Privacy Requirements
- Exhibit J: Requirements Regarding Imposition of Charges for Services
- Exhibit K: People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit L: Guidelines for Staff Tuberculosis Screening
- Exhibit M: Notice of Federal Subaward Information

2. DEFINITIONS:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The words as used herein have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Amendment: Any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract.
- 2.2 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles, acting as governing body.
- 2.3 Contract: This agreement executed between the County and Contractor setting 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).
- 2.4 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by this Contract.

- 2.5 Contractor's Project Manager: The person designated by Contractor to administer the operations under this Contract.
- 2.6 County's Project Director: Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 County's Project Manager: Person designated by the County's Project Director to manage the operations under this Contract.
- 2.8 County's Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract, and responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.9 County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found here:
<https://lacounty.gov/government/about-la-county/about/>.
- 2.10 Day(s): Calendar day(s) unless otherwise specified.
- 2.11 Department: The County of Los Angeles Department of Public Health, which is entering into this Contract on behalf of the County.
- 2.12 Director: Director of the Department of Public Health, or designee.
- 2.13 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.14 Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.
- 2.15 Subcontract: An agreement by Contractor to employ a subcontractor to provide services to fulfill requirements of this Contract.
- 2.16 Subcontractor: Any individual, person(s), sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3. DESCRIPTION OF SERVICES:

- 3.1 Contractor will provide services in the manner described in Exhibit A (Statement of Work).
- 3.2 Contractor acknowledges that the quality of service(s) provided under this Contract will be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.3 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.
- 3.4 Federal Award Information for this Contract is detailed in Exhibit M Notice of Federal Subaward Information.

4. TERM OF CONTRACT:

This Contract is effective March 1, 2025 and will continue in full force and effect through February 29, 2028, 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 three additional one-year periods, for a maximum total Contract term of six years. Each such extension option may be exercised at the sole discretion of the Director through written notification from the Director to Contractor prior to the end of the Contract term.

Contractor must notify Public Health 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 Public Health at the address provided in Exhibit G (County's Administration).

5. MAXIMUM OBLIGATION OF COUNTY:

- 5.1 The maximum obligation of County for all services provided hereunder is as follows:
 - 5.1.1 For the period of March 1, 2025 through February 28, 2026, _____ (\$ _____), as set forth in Exhibit C-1.
 - 5.1.2 For the period of March 1, 2026 through February 28, 2027, _____ (\$ _____), as set forth in Exhibit C-2.

5.1.3 For the period of March 1, 2027 through February 29, 2028, _____ (\$_____), as set forth in Exhibit C-3.

5.2 Contractor is not entitled to payment compensation 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 a 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, may not occur except with the County's express prior written approval.

5.3 Contractor must maintain a system of record keeping that will allow it to determine when it has incurred 75% of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit G (County's Administration).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor will have no claim against County for payment of any money or compensation, 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 does 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. STANDARD PROVISIONS:

6.1 INVOICES AND PAYMENT:

6.1.1 Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C.

6.1.2 Contractor must invoice the County monthly in arrears. All invoices must include all required reports and/or data, and must 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 prior payments made to Contractor.

- 6.1.3 Invoices must be submitted to the County within 30 Days after the close of each calendar month. The 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 with Exhibit C, Budget(s).
- 6.1.4 While payments will be made in accordance with the fee-for-service rate(s) set out in the Budget(s) attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the Budget(s), Contractor will be paid only for the actual costs. In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

Regardless of the amount of costs incurred by Contractor, in no event will the County pay, or be obligated to pay Contractor more than the fees for the units of service provided up to the Contract maximum obligation.

- 6.1.5 Invoices must be submitted electronically to DHSP-Finance@ph.lacounty.gov.
- 6.1.6 For each annual period, or portion thereof, that this Contract is in effect, Contractor must provide an annual cost report within 30 Days following the close of each budget period. Such cost report must 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 must be for that Contract period which ends on the termination date. The report must be submitted within 30 Days after such termination date.

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

If the annual cost report is not delivered by Contractor to the 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.

6.1.7 Upon expiration or prior termination of this Contract, Contractor must submit, within 30 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 constitutes Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

6.1.8 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 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 Subparagraphs (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 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 to Contractor of the intent to withhold payment and specifying said breaches and/or failures.

This Subparagraph does not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified above, and does not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

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

6.1.10 Preference Program Enterprises – Prompt Payment Program: Certified Preference Program Enterprises will receive prompt payment for services provided to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

6.2 FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

County and Contractor will 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(s) during each County fiscal year as determined by Director. At least 15 Days prior to each such review, Contractor must 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.

6.3 ALTERATION OF TERMS/AMENDMENTS:

- 6.3.1 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 constitutes 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, will 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.
- 6.3.2 The Board, the County's Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or modification of certain terms and conditions of this 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 Board, the County's Chief Executive Officer, or State or federal entity, law, or regulation. To implement such changes, an amendment to this Contract will be prepared by Director and executed by Contractor and Director, as authorized by the Board.
- 6.3.3 In instances where the Board has delegated authority to the Director to amend this Contract to permit extensions of the Contract term; roll over funds; provide an increase or decrease in funding up to 10% above or below each annual base maximum obligation; make changes to the Statement of Work, as necessary; and correct errors in the Contract's terms and conditions, an amendment will be prepared by Director and executed by Contractor and Director, as authorized by the Board, and will be incorporated into and become part of this Contract.
- 6.3.4 Notwithstanding Paragraph 6.3.1, in instances where the Board has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibits C-1, C-2, C-3, and corresponding modifications to the Statement of Work, that are within the same scope of services, as necessary, allow for changes to hours of operation,

and/or changes to service locations, a written Change Notice must be signed by the Director and Contractor, as authorized by the Board, and will be incorporated into and become part of this Contract.

6.4 CONFIDENTIALITY:

- 6.4.1 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. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, no later than 24 hours after discovery, notify the County's Project Manager.
- 6.4.2 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 does 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.
- 6.4.3 Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

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

(THIS VERSION IS FOR CONTRACTORS THAT DO NOT HAVE UNIONIZED EMPLOYEES)

6.5 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.

(THIS VERSION IS FOR CONTRACTORS THAT ARE UNIONIZED)

COUNTY EMPLOYEES' RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT:

To the degree permitted by Contractor's contracts with its collective bargaining units, Contractor will give the right of first refusal for employment openings at its facility to qualified County employees who are laid off, or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment will be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as to vacancies that occur during the Contract term. Such offers of employment must be consistent with Contractor's current employment policies, and will be made to any former employee who has made application to Contractor and is qualified for the available position. Employment offers must be at least under the same conditions and rates of compensation which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor must not be discharged during the term of this Contract except for cause, subject to Contractor's personnel policies and procedures, and contract(s) with its collective bargaining unit(s). Contractor must also give first consideration to laid-off County employees if vacancies occur at Contractor's other service sites during the Contract term.

6.6 INDEMNIFICATION:

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.

6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County, 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") 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 Contractor for liabilities which may arise from or relate to this Contract.

6.7.1 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, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively County and its Agents) have been given insured status under 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 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 Contractor's name 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 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 any 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.

- 6.7.2 Additional Insured Status and Scope of Coverage: The 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 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, provided it satisfies the Required Provisions herein.
- 6.7.3 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.

- 6.7.4 Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance constitutes 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.
- 6.7.5 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.
- 6.7.6 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.
- 6.7.7 Waivers of Subrogation: To the fullest extent permitted by law, 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.
- 6.7.8 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 must pay full compensation for all costs incurred by County.

- 6.7.9 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 is 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.
- 6.7.10 Deductibles and Self-Insured Retentions (SIR): Contractor's policies must 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 with respect 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.
- 6.7.11 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must 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.
- 6.7.12 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.
- 6.7.13 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.
- 6.7.14 Alternative Risk Financing Programs: The County reserves the right to review and 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.

6.7.15 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.

6.8 INSURANCE COVERAGE REQUIREMENTS:

6.8.1 Commercial General Liability. Contractor must maintain 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

6.8.2 Automobile Liability. Contractor must maintain 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.

6.8.3 Workers Compensation and Employers' Liability. Contractor must 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 must 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 must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

6.8.4 Sexual Misconduct Liability. Contractor must maintain 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.

6.8.5 Professional Liability/Errors and Omissions. Contractor must maintain insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 Million per claim and \$3 Million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Contract's expiration, termination, or cancellation.

6.8.6 Cyber Liability Insurance. Contractor must secure and maintain cyber liability insurance coverage with limits of no less than \$2 Million per occurrence and in the aggregate during the term of this Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; Data/Information loss and business interruption; and any other liability or risk that arises out of this Contract. Contractor must add the County as an Additional Insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

6.9 PUBLICITY:

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, must have written approval from the Director prior to publication, printing, duplication, and/or implementation under this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must 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 include, but are not 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).

6.10 RECORD RETENTION AND AUDITS:

6.10.1 Service Records: Contractor must 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 must provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

6.10.2 Financial Records: Contractor must 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 \(lacounty.gov\)](http://lacounty.gov)

Contractor must adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

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

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.
- (2) General Ledger.
- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used

to identify and allocate indirect costs among Contractor's various services. Indirect Costs 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 services claimed under this Contract. Such records must 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 must 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 must be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum 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 must be made available during normal business hours within 10 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 must permit such inspection or audit to take place at an agreed to outside location, and Contractor must 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), electronic mail (e-mail), or file transfer protocol, upon Director's request. Director's request will include appropriate County 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.

6.10.3 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.

6.10.4 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 must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 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 will maintain the confidentiality of such audit report(s).

6.10.5 Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Contract is in effect. The audit must be in compliance with 2 CFR 200.501. The audit must 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 must 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/are 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 must 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 must be made available for review by federal, State, or County representatives upon request.

6.10.6 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 must maintain and make available, upon written request, to the Secretary of HHS 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 must provide for such access to the subcontract, books, documents, and records of the subcontractor.

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

6.10.8 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 must be repaid by Contractor to County. For the purpose of this Paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated compensation of stated actual net costs" means 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, Contractor must 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 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 will County be required to pay Contractor for units of service 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 is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be paid for its actual allowable and documented costs.

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

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

6.11.1 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 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.

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

6.12 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/or any documents incorporated herein by reference, the language found within this Contract will govern and prevail.

6.13 CONTRACTOR'S OFFICES:

Contractor's office is located at _____.
Contractor's business telephone number is (____) _____, fax number

is (____) _____, and e-mail address is _____.
Contractor must notify County in writing of any changes made to its 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 business days prior to the effective date(s) thereof.

6.14 NOTICES:

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits G (County's Administration) and H (Contractor's Administration). Addresses may be changed by either party by giving 10 business days' prior written notice thereof to the other party. The Director has the authority to issue all notices or demands required or permitted by the County under this Contract.

6.15 ADMINISTRATION OF CONTRACT:

6.15.1 The Director has 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.

6.15.2 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. Contractor and/or subcontractor must remove and replace personnel performing services under the Contract within 30 Days of the written request of the County. Contractor and/or subcontractor must send County written confirmation of the removal of the personnel in question.

6.15.3 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 badges.

6.15.4 Background and Security Investigations: Each of Contractor's staff and any subcontractor(s) 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 local, State, and federal-level review, which may include, but will not be limited to, criminal conviction information. Contractor is responsible for the fees associated with the background investigation, 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 about a member(s) of Contractor's staff. If this subsequent information constitutes a job nexus, Contractor must immediately remove that staff member from performing services under this Contract and replace such staff within 15 business 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.

6.16 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:

6.16.1 Contractor must notify the County of any pending acquisition/merger of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisition/merger, then it should notify the County of the actual acquisition/merger 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 acquisition/merger.

6.16.2 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 other transfer of its rights or duties, without such consent will 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.

6.16.3 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.

6.17 AUTHORIZATION WARRANTY:

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.

6.18 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 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 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

6.19 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for the County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 10 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.

6.20 COMPLAINTS:

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

6.20.1 Within 30 business days after execution of this Contract, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.

6.20.2 The policy must include, but may 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.

6.20.3 Clients and/or their authorized representatives must receive a copy of the procedure.

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

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

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

6.20.7 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.

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

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

6.21 COMPLIANCE WITH APPLICABLE LAW:

6.21.1 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.

6.21.2 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, or 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 does 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.

6.22 COMPLIANCE WITH CIVIL RIGHTS LAW:

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC 2000 (e) (1)-(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.

6.23 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

6.23.1 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.

6.23.2 Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to the County's satisfaction either that it is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that it 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 Subparagraph, "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 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 is also subject to the provisions of this Subparagraph. The provisions of this Subparagraph 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 Subparagraph 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.

6.24 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

6.24.2 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.

6.24.3 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.

6.25 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractor(s), must comply with the fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

6.27 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.

6.28 CONFLICT OF INTEREST:

6.28.1 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.

6.28.2 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 includes, 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 Subparagraph will be a material breach of this Contract.

6.29 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

6.29.1 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

6.30 CONTRACTOR RESPONSIBILITY AND DEBARMENT

6.30.1 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.

6.30.2 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 Contractor's performance 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.

- 6.30.3 Non-Responsible Contractor: The County may debar Contractor if the Board finds, in its discretion, that 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.
- 6.30.4 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.
- 6.30.5 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 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.
- 6.30.6 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. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 6.30.7 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.

6.30.8 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 consider evidence on the proposed reduction of debarment period or termination of debarment. 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.

6.30.9 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. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

6.31 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit E (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

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

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

6.32.1 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.

6.32.2 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 653(a)) 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).

6.33 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 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.

6.34 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor will ensure that the locations where services are provided under this Contract are operated at all times in accordance with the County's 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 will include a review of compliance with the provisions of this Paragraph.

6.35 RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities, such persons are subject to the rules and regulations of such County Facilities. It is Contractor's responsibility to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor must 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.

6.36 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

6.36.1 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 its 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.

6.36.2 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.

6.37 EMPLOYMENT ELIGIBILITY VERIFICATION:

6.37.1 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.

6.37.2 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.

6.38 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 is 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 following 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.

6.39 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 or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies will 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 amendments prepared pursuant to the ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities (e.g., fax or e-mail), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

6.40 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.

6.41 FISCAL DISCLOSURE:

Contractor must prepare and submit to Director, within 10 Days following execution of this Contract, a statement executed by Contractor's duly constituted officer(s), 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 must promptly notify Director in writing, detailing such changes.

6.42 FORCE MAJEURE:

6.42.1 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, 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").

6.42.2 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.

6.42.3 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.

6.43 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.

6.44 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

6.44.1 The parties acknowledge the existence of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

6.44.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

6.44.3 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it will indemnify and hold harmless the other party (including the other party’s officers, employees, and agents), for damages to the other party that are attributable to such failure.

6.45 INDEPENDENT CONTRACTOR STATUS:

6.45.1 This Contract is by and between the County and Contractor and is not intended, and will 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 are not, and will not be construed to be, the employees or agents of the other party for any purpose whatsoever.

6.45.2 Contractor is 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.

6.45.3 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 is 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.

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

6.46 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 its 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.

6.47 LIQUIDATED DAMAGES

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

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

The action noted above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County's cost due to Contractor's failure to complete or comply with the provisions of this Contract.

This Subparagraph may not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified above, and may not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

6.48 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

6.48.1 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.

6.48.2 Contractor certifies to the County each of the following:

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, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

6.48.3 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 includes, 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.

6.48.4 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.

6.48.5 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.

6.48.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify

compliance with the provisions of this Nondiscrimination and Affirmative Action Paragraph when so requested by the County.

6.48.7 If the County finds that any provisions of this Nondiscrimination and Affirmative Action Paragraph 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 Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

6.48.8 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.

6.49 NON-EXCLUSIVITY:

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

6.50 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

6.51 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.

6.52 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor must notify its employees, and 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.

6.53 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

Contractor must notify and provide to its employees, and require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6.54 PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

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.

6.55 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.

6.56 PUBLIC RECORDS ACT:

6.56.1 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 listed in California Government Code Section

7921.000 et seq. (Public Records Act) may be applied to documents 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.

6.56.2 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.

6.57 PURCHASES:

6.57.1 Purchase Practices: Contractor must 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 must be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder. Contractor must attach identifying labels on all such property indicating the proprietary interest of County.

6.57.2 Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County will 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 Days of filing, County will have the right to take immediate possession of all such furniture, fixtures, equipment, materials, and supplies, without any claim for compensation whatsoever on Contractor's part.

6.57.3 Inventory Records, Controls, and Reports: Contractor must 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 must 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.

6.57.4 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.

6.57.5 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 must: (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 must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

6.58 REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

6.58.1 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 must prepare and submit to Director within 10 Days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officer(s) 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, with 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 Subparagraph 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 must 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 must 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 may only charge the program for costs of ownership. Costs of ownership 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 must be appended to such affidavit and made a part thereof.

6.58.2 Business Ownership Disclosure: Contractor must 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, Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor must notify Director in writing of such changes within 30 Days prior to the effective date thereof.

6.59 REPORTS:

Contractor must 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 Days' prior written notification thereof. Director's notification will provide Contractor with a written explanation of the procedures for reporting the information required.

6.60 RECYCLED CONTENT BOND PAPER:

Consistent with the Board's 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.

6.61 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

Proposers, contractors, or a subsidiary or subcontractor ("Proposer/Contractor") are 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. 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 survives the expiration or other termination of this Contract.

6.62 STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor must operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel must be qualified in accordance with standards established by

County. In addition, Contractor must comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor must have available and must 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 must also 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 and 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 must 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.

6.63 SUBCONTRACTING:

6.63.1 For purposes of this Contract, subcontracts must be approved in advance in writing by DHSP Director. Contractor must submit any proposed subcontract(s) to DHSP for review and approval at least 15 Days in advance of the proposed subcontract agreement. Contractor's request to DHSP Director for approval of a subcontract must include:

- (1) Identification of the proposed subcontractor (who must be licensed as appropriate for provision of subcontracted 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 subcontractor.

- (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 must take the form of a formally written subcontract amendment which also must be approved in writing by the DHSP Director in the same manner as described above, before such amendment is effective.)
- (5) Any other information and/or certification(s) requested by DHSP Director.

6.63.2 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.

6.63.3 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 employees and subcontractor(s). Further, Director's approval of any subcontract must not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

6.63.4 In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to any subcontractor(s), and their officers, employees, and agents.

6.63.5 In the event that Director consents to any subcontracting, such consent is provisional, and does 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.

6.63.6 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. Contractor must notify its subcontractors of this County right.

6.63.7 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 must 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.

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.

6.63.8 Contractor must obtain certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

6.63.9 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.

6.63.10 Contractor must 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 a Contractor employee.

6.63.11 Contractor remains 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.

6.64 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 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 Contractor debarment, pursuant to County Code Chapter 2.202.

6.65 TERMINATION FOR CONVENIENCE:

6.65.1 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 a 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.

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

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

6.65.3 Further, after receipt of a Notice of Termination, Contractor will 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 must be submitted promptly, but not later than 30 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 will be final. After such determination is made, County will pay Contractor the amount so determined.

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

6.66 TERMINATION FOR DEFAULT:

6.66.1 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:

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

6.66.2 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.

6.66.3 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 above 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; or fires, floods, 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 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, 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.

6.66.4 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.

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

6.67 TERMINATION FOR IMPROPER CONSIDERATION:

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

6.67.2 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 or <https://fraud.lacounty.gov/>.

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

6.68 TERMINATION FOR INSOLVENCY:

6.68.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 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;
- The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor;
- The execution by Contractor of a general assignment for the benefit of creditors.

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

6.69 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 Board 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 will 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.

6.70 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 acquire any rights as a third-party beneficiary under this Contract.

6.71 TIME OFF FOR VOTING:

Contractor must notify and provide to 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 subcontractor(s) 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.

6.72 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.

6.73 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 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6.74 WARRANTY AGAINST CONTINGENT FEES:

6.74.1 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.

6.74.2 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.

6.75 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, the County's Defaulted Property Tax Reduction Program.

6.76 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor's failure 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 will be grounds upon which County may terminate this Contract and/or pursue Contractor debarment pursuant to County Code Chapter 2.202.

6.77 INJURY AND ILLNESS PREVENTION PROGRAM:

Contractor is required to comply with the State of California's Division of Occupational Safety and Health (Cal OSHA) 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.

6.78 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

7 UNIQUE PROVISIONS:

7.1 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 F, the County seeks to ensure that if Contractor receives or raises charitable contributions, it complies with California law in order to protect the County and its taxpayers. If Contractor receives or raises charitable contributions without complying

with its obligations under California law, it commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

7.2 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 Days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

Contractor's failure to meet the requirements of this Paragraph will constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

7.3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-- LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors, or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor must immediately notify County in writing during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor's failure to comply

with this provision will constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

7.4. WHISTLEBLOWER PROTECTIONS:

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

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

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

7.5. MOST FAVORED PUBLIC ENTITY:

If Contractor’s prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar

quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

7.6. CLINICAL QUALITY MANAGEMENT:

Contractor must implement a Clinical Quality Management (CQM) program, (pursuant to Title XXVI of the Public Health Service Act TWP Parts A – D and HRSA RWP expectations for clinical quality management programs) that assesses the extent to which the care and services provided are consistent with federal (e.g., HHS and Centers for Disease Control and Prevention Guidelines), State, and local standards of HIV/AIDS care and services. The CQM program must at a minimum:

- 7.6.1. Establish and maintain a CQM program infrastructure including the leadership and accountability of the medical director or executive director of the program;
- 7.6.2. Collect, analyze, and report performance measurement data to guide implementation of quality improvement activities and assess outcomes;
- 7.6.3. Track client perceptions of their health and the effectiveness of the services received through patient satisfaction surveys;
- 7.6.4. Involve clients and their input in CQM program activities to ensure that their needs are being addressed;
- 7.6.5. Serve as a continuous quality improvement process with direct reporting of data and quality improvement activities to senior leadership and DHSP no less than on an annual basis;
- 7.6.6. Perform an evaluation of the effectiveness of the CQM program on an annual basis; and
- 7.6.7. Aim to improve patient care, health outcomes, and/or patient satisfaction.

7.7. CLINICAL QUALITY MANAGEMENT PLAN:

Contractor must implement its CQM program based on a written CQM Plan. Contractor must develop one agency-wide CQM Plan that encompasses, at a minimum, all HIV/AIDS care services. Contractor must submit its written CQM Plan to DHSP within 60 Days of executing this Contract. The CQM Plan must be reviewed and updated as needed by the

agency's CQM committee, signed by the medical director or executive director, and submitted to DHSP. The CQM Plan and its implementation may be reviewed by DHSP staff during its onsite program review. The written CQM Plan must, at a minimum, include the following components:

- 7.7.1. Objectives: The CQM Plan should delineate specific program goals and objectives that reflect the program's mission, vision, and values.
- 7.7.2. CQM Committee: The CQM Plan must describe the purpose of the CQM Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established Quality Improvement (QI) advisory committee need not create a separate CQM Committee, provided that the existing advisory committee's composition and activities conform to CQM program objectives and committee requirements.
- 7.7.3. Selection of a QI Approach: The CQM Plan must describe an elected QI approach, such as Plan-Do-Study-Act (PDSA) and/or other models.
- 7.7.4. Implementation of CQM Program:
 - (1) Selection of Performance Measures – Contractor must describe how performance measures are selected. Contractor must collect and analyze data for one or more performance measures per HRSA RWP expectations for CQM programs. Contractor is encouraged to select performance measures from HRSA's HIV/AIDS Bureau of Performance Measure Portfolio (<https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>). Contractor may request technical assistance from DHSP CQM Program Staff regarding the selection, development, and implementation of performance measures.
 - (2) Data Collection Methodology – Contractor must describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.
 - (3) Data Analysis – Contractor must describe its process for review and analysis of performance measure results monitoring at the CQM Committee level. This description must include how and when these findings are

communicated with all program staff involved and with senior leadership.

- (4) Improvement Strategies - Contractor must describe its CQM Committee's process for selecting and implementing QI projects and activities and how these activities are documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

- 7.7.5. Participation in Los Angeles Regional Quality Group: Contractor must identify a representative to participate in at least two quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the Center for Quality Improvement and Innovation (CQI) and HIVQUAL and provides opportunities for sharing information, best practices, and networking with local area HIV/AIDS providers.
- 7.7.6. CQM Contact: Contractor must identify a contact for all CQM related activities and issues. This person must serve as point of contact for CQM related matters, requests, announcements and other activities.
- 7.7.7. Client Feedback Process: The CQM plan must describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanisms. Feedback must include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback must be discussed by the agency's CQM Committee at least annually for continuous program improvement.
- 7.7.8. Client Grievance Process: Contractor must establish policies and procedures for addressing and resolving client grievances at the level closest to the source within agency. Grievance data must be routinely tracked, trended, and reported to the agency's CQM Committee for discussion and resolution of quality of care or service issues identified. This information must be made available to DHSP staff during program reviews.
- 7.7.9. Incident Reporting: Contractor must comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor must furnish to the DHSP Executive Office, upon occurrence during operation of its facility, reports of incidents and/or sentinel events specified as follows:

- (1) A written report must be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events include, but are not limited to, the following:
 - (a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any person, including but not limited to, suicide, medication error, delay in treatment, and serious injury.
 - (b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

- (2) The written report must include the following:
 - (a) Patient's name, age, and sex;
 - (b) Date and nature of event;
 - (c) Disposition of the case; and
 - (d) Staffing pattern at the time of the incident.

7.8. PARTICIPATION IN DHSP CQM PROGRAM:

In an effort to coordinate and prioritize CQM activities across the eligible metropolitan area (EMA), Contractor is expected to participate in and coordinate CQM program activities with the DHSP CQM program. At a minimum, Contractor must:

1. Participate in EMA-wide and/or DHSP supported quality improvement activities and initiatives;
2. Participate in EMA-wide and/or DHSP supported CQM trainings and capacity building activities; and
3. Submit routing and/or ad-hoc reports of relevant CQM program activities as directed by DHSP.

7.9. DHSP CUSTOMER SUPPORT PROGRAM:

7.9.1. The DHSP Customer Support Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform Contractor about their complaints or concerns; however, they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Contractor must inform clients they may contact DHSP's Customer Support Program as follows:

- (1) Customer Service Line (telephone)
- (2) Email
- (3) Mail (postal)
- (4) In person

7.9.2. The Customer Support Program is a telephone line that is available to clients receiving services from DHSP funded agencies. The Customer Support line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. Contractor must inform clients that the Customer Support Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and followed-up on within two business days. The Customer Support Line is not intended to respond to emergency or crisis-related concerns.

7.9.3. Compliance Resolution Procedures:

- (1) Within 10 days of receipt of a complaint, DHSP will send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP will also send correspondence to Contractor advising that a complaint was received and request Contractor to investigate and provide specified information.
- (2) Contractor will have 30 Days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor must work with the DHSP Customer Support staff to address quality of care issues and questions identified as needed to resolve the reported concern. If the complaint is verified, DHSP Customer Support staff will coordinate with Contractor to implement a plan of corrective actions (POCA) to prevent future incidents of similar nature.
- (3) CUSTOMER SUPPORT PROGRAM POSTERS: DHSP will provide Customer Support Program posters to Contractor, which contain information about how clients may file a complaint or concern with DHSP. Contractor must ensure that the posters are located in areas of the facility used by patients and visible to clients. Contractor must ensure that staff, as well as clients/patients, are aware of the DHSP Customer Service Program.
- (4) Contractor must develop, implement, and maintain written policies/procedures or protocols describing the process by

which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Customer Service Program.

7.10. DATA DESTRUCTION:

7.10.1. If Contractor maintains, processes, or stores 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>).

7.10.2. 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. When Contractor no longer has a business need for the data, 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.

7.10.3. 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.

8 SURVIVAL:

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 6.4 Confidentiality
Paragraph 6.6 Indemnification

Paragraph 6.7	General Provisions for all Insurance Coverage
Paragraph 6.8	Insurance Coverage
Paragraph 6.9	Ownership of Materials, Software, and Copyright
Paragraph 6.11	Record Retention and Audits
Paragraph 6.22	Compliance with Applicable Law
Paragraph 6.43	Governing Law, Jurisdiction, and Venue
Paragraph 6.71	Validity
Paragraph 6.72	Waiver

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IN WITNESS WHEREOF, the Board 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

#07745:ml

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH DIVISION OF HIV AND STD PROGRAMS
CORE HIV MEDICAL SERVICES

ATTACHMENT A

LIST OF RECOMMENDED CONTRACTS

No.	Agency Name	Contract No.	Service Categories: Ambulatory Outpatient Medical (AOM) Services Medical Care Coordination (MCC) Services Patient Support Services (PSS)	Term 1 Proposed Annual Maximum Obligation 3/1/25 - 2/28/26	Term 2 Proposed Annual Maximum Obligation 3/1/26 - 2/28/27	Term 3 Proposed Annual Maximum Obligation 3/1/27 - 2/29/28	Total Maximum Obligation (Term 1 + Term 2 + Term 3)	Service Planning Area Served	Supervisorial District Served
FUNDING SOURCE: HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA) RYAN WHITE PROGRAM (RWP) PART A FUNDS, RWP PART B FUNDS, HRSA ENDING THE HIV EPIDEMIC FUNDS, AND NET COUNTY COST FUNDS									
1	East Valley Community Health Center, Inc.	PH-005724	AOM Services PSS	\$ 649,380	\$ 649,380	\$ 649,380	\$ 1,948,140	PENDING	PENDING
2	Tarzana Treatment Centers, Inc.	PH-005725	AOM Services MCC Services PSS	\$ 719,160	\$ 719,160	\$ 719,160	\$ 2,157,480	PENDING	PENDING
TOTAL							\$ 4,105,620		



CONTRACTING OPPORTUNITY*

RFP NUMBER: 2024-008
RFP TITLE: Core HIV Medical Services for Persons Living with HIV

RELEASE/OPEN DATE: August 27, 2024
CLOSING/DUE DATE: October 15, 2024

*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 Proposals (RFP) to solicit proposals from interested and qualified vendors to provide Core HIV Medical Services for Persons Living with HIV (PLWH). Services will include, but not be limited to, medical evaluation and HIV clinical care; access to HIV antiretroviral medication; referrals to medical subspecialty care; screening for medical care coordination; provision of medical care coordination services; and support services to provide interventions that target behavioral, emotional, or environmental social determinants of health that negatively affect health outcomes.

Minimum Mandatory Requirements

Interested vendors who meet the minimum mandatory qualifications listed in the RFP are invited to respond to the RFP by submitting a proposal by the closing/due date. Please click the Public Health link below to review the Minimum Mandatory Requirements identified in Section 4 of the RFP.

Next Steps for Interested Vendors

- ✓ Register at <http://camisvr.co.la.ca.us/webven>
- ✓ Review contracting opportunity 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>

**CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY**

FIRM / ORGANIZATION INFORMATION	East Valley Community Health Center, Inc.	Tarzana Treatment Centers, Inc.
Total Number of Employees in California	317	1,081
Total Number of Employees	317	1,081
Business Structure	Non-Profit	Corporation
Owners/Partner/Associate Partners		
Black/African American		M: 0 F: 1
Hispanic/Latin American		M: 2 F: 3
Asian or Pacific Islander		
Native American		
Subcontinent Asian		
White		M: 4 F: 6
Unspecified		
Total		M: 6 F:10
Female (should be included in counts above and also reported here separately).		10
Managers		
Black/African American		
Hispanic/Latin American		
Asian or Pacific Islander		
Native American		
Subcontinent Asian		
White		
Unspecified		
Total		
Female (should be included in counts above and also reported here separately).		
Staff		
Black/African American		
Hispanic/Latin American		
Asian or Pacific Islander		
Native American		
Subcontinent Asian		
White		
Unspecified		
Total		
Female (should be included in counts above and also reported here separately).		
Percentage of Ownership		
Black/African American		M: 0% F: 6%
Hispanic/Latin American		M: 12% F: 19%
Asian or Pacific Islander		
Native American		
Subcontinent Asian		
White		M: 25% F: 38%
Unspecified		
Total		M: 37% F: 63%
Female (should be included in counts above and also reported here separately).		63%
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned (LGBTQQ) Business Enterprise		
Minority		
Women		
Disadvantaged		
Disabled Veteran		
Other		
County Certification		
Local Small Business Enterprise		
Social Enterprise		
Disabled Veteran Business Enterprise		
Other Certifying Agency		

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