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BOARD OF SUPERVISORS

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

SUBJECT

Request approval to execute 17 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 17 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 \$48,375,132, 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 17 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 17 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 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 17 contracts is \$48,375,132, effective March 1, 2025 through February 29, 2028, consisting of \$16,125,044 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
#07878

Enclosures

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

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	Supervisory 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	Altamed Health Services Corporation	PH-005707	AOM Services MCC Services PSS	\$ 1,311,747	\$ 1,311,747.00	\$ 1,311,747.00	\$ 3,935,241	PENDING	PENDING
2	APLA Health & Wellness	PH-005708	AOM Services MCC Services PSS	\$ 1,720,200	\$ 1,720,200	\$ 1,720,200	\$ 5,160,600	PENDING	PENDING
3	Charles R. Drew University of Medicine and Science	PH-005709	PSS	\$ 240,000	\$ 240,000	\$ 240,000	\$ 720,000	PENDING	PENDING
4	Children's Hospital Los Angeles	PH-005710	AOM Services MCC Services PSS	\$ 225,762	\$ 225,762	\$ 225,762	\$ 677,286	PENDING	PENDING
5	City of Long Beach, Department of Health and Human Services	PH-005711	AOM Services MCC Services PSS	\$ 765,000	\$ 765,000	\$ 765,000	\$ 2,295,000	PENDING	PENDING
6	Dignity Health St. Mary Medical Center	PH-005712	AOM Services MCC Services PSS	\$ 1,376,750	\$ 1,376,750	\$ 1,376,750	\$ 4,130,250	PENDING	PENDING
7	El Proyecto del Barrio, Inc.	PH-005713	AOM Services MCC Services PSS	\$ 343,414	\$ 343,414	\$ 343,414	\$ 1,030,242	PENDING	PENDING
8	JWCH Institute, Inc.	PH-005714	AOM Services MCC Services PSS	\$ 1,660,938	\$ 1,660,938	\$ 1,660,938	\$ 4,982,814	PENDING	PENDING
9	Los Angeles LGBT Center	PH-005715	AOM Services MCC Services PSS	\$ 3,828,919	\$ 3,828,919	\$ 3,828,919	\$ 11,486,757	PENDING	PENDING
10	Men's Health Foundation	PH-005716	AOM Services MCC Services PSS	\$ 1,039,493	\$ 1,039,493	\$ 1,039,493	\$ 3,118,479	PENDING	PENDING
11	Northeast Valley Health Corporation	PH-005717	AOM Services MCC Services PSS	\$ 467,345	\$ 467,345	\$ 467,345	\$ 1,402,035	PENDING	PENDING
12	St. John's Community Health	PH-005718	AOM Services MCC Services PSS	\$ 746,040	\$ 746,040	\$ 746,040	\$ 2,238,120	PENDING	PENDING
13	T.H.E. Clinic, Inc.	PH-005719	AOM Services MCC Services PSS	\$ 537,125	\$ 537,125	\$ 537,125	\$ 1,611,375	PENDING	PENDING
14	The Regents of the University of California	PH-005720	AOM Services MCC Services PSS	\$ 876,016	\$ 876,016	\$ 876,016	\$ 2,628,048	PENDING	PENDING
15	Venice Family Clinic	PH-005721	MCC Services PSS	\$ 380,000	\$ 380,000	\$ 380,000	\$ 1,140,000	PENDING	PENDING
16	Via Care Community Health Center	PH-005722	AOM Services MCC Services	\$ 225,095	\$ 225,095	\$ 225,095	\$ 675,285	PENDING	PENDING
17	Watts Healthcare Corporation	PH-005723	AOM Services MCC Services	\$ 381,200	\$ 381,200	\$ 381,200	\$ 1,143,600	PENDING	PENDING
TOTAL							\$ 48,375,132		



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	AltaMed Health Services Corporation	APLA Health & Wellness	Charles R. Drew University of Medicine and Science	Children's Hospital Los Angeles	City of Long Beach, Department of Health and Human Services	Dignity Health St. Mary Medical Center	EI Proyecto del Barrio, Inc.	JWCH Institute, Inc.	Los Angeles LGBT Center	Men's Health Foundation	Northeast Valley Health Corporation	St. John's Community Health	T.H.E. Clinic, Inc.	The Regents of the University of California	Venice Family Clinic	Via Care Community Health Center	Watts Healthcare Corporation	
Total Number of Employees in California	5274	418	726	7,567	592	52	449	1,227	902	128	1175	1,007	146	18,346,200	546	298	284	
Total Number of Employees	5326	441	743	7,567	602	52	449	1,227	902	128	1175	1,007	146	42,000	546	298	284	
Business Structure	Corporation	Non-Profit	Non-Profit	Non-Profit	Local Government	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Corporation	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	
Owners/Partner/Associate Partners																		
Black/African American		M: 1 F: 1			M: 2 F:1	M: 1 F:6						M: 2 F:1				M: 8 F: 9	M: 22 F: 88	
Hispanic/Latin American		M: 3 F: 2			M: 1 F:1	M: 5 F:20					M:2 F:1	M: 2 F:6				M: 123 F: 130	M: 30 F: 117	
Asian or Pacific Islander		M: 2 F: 1			M: 0 F:1	M: 3 F:4					M:0 F:4	M: 1 F:2				M: 3 F: 5	M: 5 F: 9	
Native American															M: 2 F: 0		M: 0 F: 1	
Subcontinent Asian																	M: 1 F: 0	
White		M: 10 F: 3			M:1 F:3	M:4 F:9					M:1 F:2	M: 1 F:0			M: 1 F: 3	M: 4 F: 15	M: 5 F: 6	
Unspecified																		
Total		M: 16 F: 7			M: 4 F:6	M: 13 F:39					M: 3 F: 7	M: 6 F: 9			M: 3 F: 3	M: 139 F: 159	M: 62 F: 221	
Female (should be included in counts above and also reported here separately).		7			6	39					7	9			3	159	221	
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: 4% F: 4%			M: 20% F: 10%	M: 2% F: 12%										M: 3% F: 3%	M: 8% F: 31%	
Hispanic/Latin American		M: 13% F: 8%			M: 10% F: 10%	M: 10% F: 38%										M: 41% F: 43%	M: 11% F: 41%	
Asian or Pacific Islander		M: 8% F: 4%			M: 0% F: 10%	M: 5% F: 8%										M: 1% F: 2%	M: 2% F: 3%	
Native American																		
Subcontinent Asian																	M: 1% F: 0%	
White		M: 46% F: 13%			M: 10% F: 30%	M: 8% F: 17%											M: 1% F: 5%	
Unspecified																	M: 2% F: 2%	
Total		M: 71% F: 29%			M: 40% F: 60%	M: 25% F: 75%											M: 47% F: 53%	M: 23% F: 77%
Female (should be included in counts above and also reported here separately).		29%			60%	75%											53%	77%
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.

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

STANDARD EXHIBITS

- A STATEMENT(S) OF WORK
- B INTENTIONALLY OMITTED
- C BUDGETS – NOT INCLUDED IN SAMPLE CONTRACT
- D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E SAFELY SURRENDERED BABY LAW
- F CHARITABLE CONTRIBUTIONS CERTIFICATION
- G COUNTY’S ADMINISTRATION
- H CONTRACTOR’S ADMINISTRATION
- I INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- J REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES
- K PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES
- L GUIDELINES FOR STAFF TUBERCULOSIS SCREENING
- M NOTICE OF FEDERAL SUBAWARD INFORMATION – NOT INCLUDED IN SAMPLE CONTRACT

EXHIBIT A

STATEMENT OF WORK

CORE HIV MEDICAL SERVICES

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STATEMENT OF WORK

1.0 DESCRIPTION

The County of Los Angeles (County), Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) oversees the provision of Core HIV Medical Services to eligible clients. Core HIV Medical Services provide evidence-based preventive, diagnostic, and therapeutic medical services to Ryan White Program (RWP) eligible HIV-positive clients. Core HIV Medical 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 for persons living with HIV (PLWH).

Core HIV Medical Services use federal Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), RWP Part A funds. Contractor will provide Core HIV Medical Services as a last resort for clients who are ineligible to receive HIV medical care services reimbursed by another third-party payer source.

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

Core HIV Medical Services are comprised of the following three categories:

- Category 1: Ambulatory Outpatient Medical (AOM) Services
- Category 2: Medical Care Coordination (MCC) Services
- Category 3: Patient Support Services (PSS)

1.1 Trauma Informed Approach

To enhance the provision of Core HIV Medical Services, it is crucial to adopt a trauma-informed approach (TIA) alongside healing centered engagement (HCE). TIA underscores the awareness of trauma's prevalence and its profound impacts, including adverse childhood experiences (ACE), on both physical and mental health. HCE is an approach to trauma that uses a resource orientation to center repair and resilience rather than pathologizing

damage. This approach informs healthcare and service delivery by recognizing and addressing these effects.

Research underscores that individuals who endure physical and sexual abuse during childhood face heightened susceptibility to HIV. Moreover, the likelihood of engaging in HIV risk behaviors rises with the number of ACEs experienced. This correlation suggests that growing up amidst abuse and distressing circumstances may predispose individuals to behaviors such as substance use and risky sexual practices.

Given the substantial individual and collective trauma experienced by those at risk of acquiring HIV, it is particularly crucial to formally integrate TIA frameworks at the organizational level. Doing so significantly contributes to enhancing the overall health and well-being of persons living with HIV (PLWH).

Trauma encompasses experiences, whether singular or cumulative, that inflict detrimental effects on functioning and well-being—mentally, physically, emotionally, or spiritually. These experiences span emotional, physical, or sexual abuse, as well as exposure to intimate partner violence, systemic racism, homophobia, transphobia, and neglect.

In the United States, a notable percentage—61% of men and 51% of women—report encountering at least one traumatic event during their lifetime. Establishing and nurturing a trauma-informed culture demands adherence to a core set of values. These include safety, trustworthiness, support and respect, choice, collaboration, empowerment, and cultural, historical, and gender humility—adapted from Substance Abuse and Mental Health Services Administration’s Six Key Principles of a Trauma-Informed Approach.

By embracing these principles, Contractor can effectively cultivate environments that are sensitive to trauma and supportive of healing, thereby enhancing the efficacy and impact of its services.

Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care; 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; ensure referrals to and from organizations are 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 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.

2.0 DEFINITIONS

- 2.1 **Adverse Childhood Experiences (ACE):** Physical and sexual abuse experiences in childhood that increase the odds of engaging in behaviors associated with HIV risk.
- 2.2 **Ambulatory Outpatient Medical (AOM) Services:** Evidence-based preventative, diagnostic, and therapeutic medical services provided through outpatient medical clinics by California-licensed health care professionals to PLWH in an outpatient clinic setting.
- 2.3 **Healing Centered Engagement (HCE):** An approach to trauma that uses a resource orientation to center repair and resilience rather than pathologizing damage.
- 2.4 **Medical Care Coordination (MCC) Services:** A multi-disciplinary team who works with a subset of patients with HIV at risk for poor outcomes to facilitate behavioral interventions, conduct outreach, and coordinate support services. MCC Services deliver client-centered activities that focus on addressing health status, quality of life, engagement and retention in care, adherence to HIV medications, and HIV risk reduction.
- 2.5 **Partner Services (PS):** A voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. PS includes HIV testing, and if necessary, linkages to medical treatment and care, referrals to appropriate health and social services and the provision of appropriate HIV risk reduction intervention (pre-exposure prophylaxis (PrEP) services) to notified partners (NP) based on the NP need.
- 2.6 **Patient Support Services (PSS):** Services performed by a team of specialists who works with a broader subset of patients with HIV to address psychological and social determinants of health to improve quality of life and reach or maintain viral suppression. PSS may deliver interventions directly to clients, link and actively enroll them with support services, and provide care coordination, when needed.
- 2.7 **Ryan White Program Funding Period:** The 12-month period beginning March 1, and ending the following February 28.

- 2.8 **Social Determinants of Health (SDH):** Non-medical factors that influence health outcomes which include the wider set of forces and systems shaping the conditions of daily life. These forces and systems include social support, early childhood development, cognitive development, education, employment, income, housing, and gender.
- 2.9 **SEXUALLY TRANSMITTED DISEASE (STD):** An infection that can be passed from one person to another through sexual activity or other close contact. STDs can be caused by bacteria, viruses, fungi, or parasites, and can be spread through blood, semen, vaginal fluids, or other body fluids.
- 2.10 **Trauma-informed approach (TIA):** Practice that emphasizes awareness of the prevalence and effects of trauma, including ACEs, on both physical and mental health, and reflects that impact in healthcare and service delivery.
- 2.11 **Undetectable = Untransmittable (U=U):** A message used in HIV campaigns meaning that if someone has an undetectable viral load, they cannot sexually transmit HIV to others. The validity of U=U has been proven through many clinical trials involving thousands of couples.

3.0 RESPONSIBILITIES

3.1 COUNTY:

The County will administer the Contract according to , Paragraph 6.16 of the Contract, Administration of Contract. Specific duties include:

- 3.1.1 Monitoring Contractor's performance in the daily operation of the Contract.
- 3.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 3.1.3 Preparing amendments in accordance with Paragraph 6.3 of the Contract, Alterations of Terms/Amendments.

3.2 CONTRACTOR:

Contractor's responsibilities are as follows:

Contractor must:

- 3.2.1 Maintain licensure as a medical clinic located in Los Angeles County (LAC) approved by the County Public Health Facilities

Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health (CDPH). Contractor must also possess a copy of current and valid license for contract monitoring and auditing purpose. Clinic must be fully operational for managing and implementing Core HIV Medical Services.

- 3.2.2 Maintain a current and valid Medi-Cal certification.
- 3.2.3 Within 60 days of Contract award, become an AIDS Drug Assistance Program (ADAP) enrollment site, as certified by the California Department of Public Health Services Office of AIDS.
- 3.2.4 Provide healthcare services conducted by practitioners properly licensed by the State of California and any prescription or dispensation of drugs or devices by a nurse practitioner, under physician supervision.
- 3.2.5 Provide appropriate clinical supervision for mid-level/allied health practitioners such as physician assistants, nurse practitioners, advance practice nurses, and any other staff, as required.
- 3.2.6 Have medical providers with extensive clinical care experience and knowledge of direct management of antiretroviral therapy along with significant diagnostic and therapeutic experience in the ambulatory care of HIV-positive clients.
- 3.2.7 Ensure a TIA and HCE approach to services.
- 3.2.8 Function under a set of core values, which include safety, trustworthiness, support and respect, choice, collaboration, empowerment, and cultural, historical, and gender humility.
- 3.2.9 Assign a sufficient number of employees to perform the required work. At least one employee on site must be authorized to act for Contractor in assuring compliance with contractual obligations at all times.
- 3.2.10 Ensure all staff, including subcontracted staff are appropriately licensed or certified to provide services in their respective specialty fields, as required by federal, State, and local laws.
- 3.2.11 Ensure that all staff and subcontracted staff remain in good standing, with proper certification and licensing, as required by law.

- 3.2.12 Ensure Contractor's staff and subcontractors display non-judgmental, culture-affirming attitudes.
- 3.2.13 Perform background checks of its employees as set forth in Sub-paragraph 6.16.4 of the Contract, Background and Security Investigations. All costs associated with the background and security investigation must be borne by Contractor.
- 3.2.14 Provide County with a roster of all administrative and program staff, including titles, degree(s) and contact information within 30 days of Contract execution.
- 3.2.15 Ensure annual performance evaluations are conducted on all staff budgeted and performing services under the Contract to ensure program staff are meeting job duties as required.
- 3.2.16 Provide a Project Manager and designated alternate to act as a central point of contact with the County. County must have access to Contractor's Project Manager during normal working hours as designated in Section 8.0, below. Contractor must provide a telephone number where the Project Manager may be reached on an eight hour per day basis during those hours.
- 3.2.17 The Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Project Manager/alternate must be able to effectively communicate in English, both orally and in writing.

3.3 Staff Retention Policies and Procedures

Contractor must provide County a staff retention policies and procedures plan within 30 days of the Contract start date.

3.4 Training of Contractor's Staff

- 3.4.1 Contractor must ensure that at hire, all staff members possess the appropriate skills to provide adequate services and must maintain up-to-date knowledge and skill levels in accordance with the rapidly expanding literature and information regarding coordination of care and prevention approaches in the HIV field.
- 3.4.2 Contractor must provide all staff, contractors, and/or subcontractors with ongoing training related to the provision of services.

3.4.3 Contractor must ensure ongoing staff development at a minimum of 16 hours per year. Staff development and enhancement activities must include, but not be limited to:

- A. Trainings related to issues, harm reduction, mental health, substance use disorders, HIV disease progression, HIV/AIDS medications, and treatment adherence including:
 - 1. HIV/AIDS medical and treatment updates;
 - 2. Sexual health and safer sex interventions;
 - 3. Harm reduction and substance use disorder treatment;
 - 4. Mental health and HIV/AIDS;
 - 5. Working with marginalized populations such as people experiencing homelessness and people who have been formerly incarcerated;
 - 6. Trauma informed care;
 - 7. HCE; and
 - 8. Gender affirming care.
- B. Verification of participation in staff training, development, and enhancement activities must be maintained in each personnel record. Staff development and enhancement must consist of the following required documentation:
 - 1. Date, time, and location of training and training type;
 - 2. Name of sponsor or provider of training; and
 - 3. Certificate of completion.

3.4.4 Contractor must ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the Contract.

3.4.5 Contractor's staff must successfully complete required DHSP specialized training. The DHSP training calendar can be accessed at:

http://publichealth.lacounty.gov/dhsp/Trainings/2023/WebTrainingCalendar_2023_2.23.23.pdf

3.4.6 Contractor's staff must maintain up-to-date knowledge and skill levels in accordance with their respective job duties and with the

rapidly expanding literature and information regarding approaches in the required work.

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

3.5 Uniforms/Identification Badges

- 3.5.1 Dress code is business professional as defined by Contractor.
- 3.5.2 Contractor must ensure its employees are appropriately identified as set forth in Sub-paragraph 6.16.3 of the Contract, Contractor's Staff Identification.

3.6 Materials, Supplies and/or Equipment

- 3.6.1 The purchase of all materials, supplies, and or equipment to provide the needed services is Contractor's responsibility. Contractor must use materials, equipment, and or supplies that are safe for the environment and safe for use by employees. Such materials, supplies, equipment, etc., must be clearly identified in the program budget and must have been approved in advance by the DHSP Director in order to be eligible for cost reimbursement.
- 3.6.2 In no event will the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.
- 3.6.3 Any and all equipment purchased under the Contract are the property of the County and must be returned to County in good working order at the end of the Contract.
- 3.6.4 The County will not provide Contractor with any materials, supplies, and/or equipment.

3.7 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. Contractor's office must be functional and accessible to DHSP for contract monitoring and auditing purposes. The

office must be staffed during the hours of 8 a.m. to 5 p.m. Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance under the Contract. Contractor is encouraged, but not required, to be open during client-friendly hours (e.g., evenings, and weekends). When the office is closed, an answering service must be provided to receive calls and take messages. Contractor must answer calls received by the answering service within 24 hours of receipt of the call.

3.7.1 **Contractor's Facility:** Contractor must maintain each facility in good repair in order to facilitate high-quality, appropriate services. Each of Contractor's facilities must satisfy each of the following requirements:

- a. Meets Americans with Disabilities Act requirements for accessibility;
- b. Is near public transportation;
- c. Has free parking available;
- d. All equipment needed is in working order;
- e. Provides privacy at the front (sign-in area) or reception desk;
- f. Is free of graffiti and trash on grounds and in facility;
- g. Has designated room(s) for all medical services;
- h. Provides security outside and inside the facility;
- i. Has confidential exam, treatment, and interview rooms available for use;
- j. Provides clear, distinct outside signage; and
- k. Remains clean, well-lit, and clearly marked indicating location of services at all times.

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

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

A written agreement is required for service delivery sites on locations or properties not owned or leased by Contractor with the owner or lessor of such location or property. Contractor must submit all such written agreements to DHSP for approval at least 30 days prior to implementation.

3.7.3 **Emergency and Disaster Plan:**

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

3.8 **Guidelines on Materials Review**

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

3.8.2 Additional information about materials review and related guidelines can be found at:
[cdc-hiv-ps12-1201-content-review-guidance.pdf](http://www.cdc-hiv-ps12-1201-content-review-guidance.pdf)

and

<http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm#MATERIALS>

3.9 **County's Data Management System**

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

3.9.2 Contractor must utilize County's data management system to enter clients' demographic/resource data; service utilization data, medical and support service outcomes; and record linkages/referrals to other service providers and/or systems of care.

3.9.3 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface monthly.

3.10 People with HIV/AIDS Bill of Rights and Responsibilities

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

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

3.11 Emergency Medical Treatment

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

3.11.2 Contractor must have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP upon execution of the Contract.

3.12 County's Commission on HIV

All services provided under the Contract should be in accordance with the standards of care as determined by the County of Los Angeles Commission on HIV (Commission). Contractor must actively view the Commission website (Commission on HIV lacounty.gov) and where possible, participate in the deliberations and respectful dialogue of the Commission to assist in the planning and operations of HIV prevention and care services in LAC.

3.13 Client Feedback

All services provided under the Contract must be subjected to regular client feedback. Contractor must develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services as referenced in Paragraph 7.7 of the Contract, Clinical Quality Management Plan.

3.13.1 In order to obtain input from clients served, Contractor must regularly implement and establish one or more of the following:

- a. Satisfaction survey tool;
- b. Focus groups with analysis and use of documented results;
- c. Public meeting with analysis and use of documented results;
- d. Visible suggestion box(es); and/or
- e. Other client input mechanisms.

3.14 Ryan White Service Standards

3.14.1 Contractor must develop policies and procedures to ensure that services to eligible clients are not denied or delayed care based upon a client's:

- a) Inability to produce income documentation;
- b) Non-payment of services (No fees must be charged to individuals eligible to receive services under the Contract); or
- c) Outstanding balance due to Contractor.

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

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

- a. Maintaining files of eligibility and clinical policies.
- b. Maintaining files on individuals who are refused services and the reason for the refusal.
- c. Documentation of eligibility and clinical policies to ensure:
 - i. No denial of services due to pre-existing conditions;
 - ii. No denial of services due to non-HIV related conditions (primary care); and
 - iii. No creation of any other barriers to care due to a person's past or present health condition.

3.14.3 Contractor must develop and maintain written policies for the following:

- a. Employee code of ethics;
- b. Corporate compliance plan (for Medicare and Medicaid professionals);
- c. Ethics standards or business conduct practices;
- d. Discouraging soliciting cash or in-kind payment for awarding contracts, referring clients, purchasing goods or services, or submitting fraudulent billing;
- e. Anti-kickback policies with implications, appropriate uses, and application of safe harbor laws. Additionally, Contractor must comply with federal and State anti-kickback statutes, as well as

- the “Physician Self-Referral Law” or similar regulations; and
- f. Reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

3.15 Screen for Ryan White Program Eligibility

By law, Ryan White HIV/AIDS Treatment Modernization Act of 2009 is the payer of last resort. As such Contractor is required to determine and verify an individual's eligibility for services from all sources (See Attachment 4, Ryan White Program Eligibility Documentation and Verification) to ensure the individual is provided the widest range of needed medical and support services. This means Contractor must coordinate benefits and ensure that each client's eligibility for other private or public programs is determined. Contractor is expected to vigorously pursue enrollment into health care coverage for which clients may be eligible (e.g., Medicaid, CHIP, Medicare, state-funded HIV/AIDS programs, employer sponsored health insurance coverage, and/or other private health insurance), and document all efforts. If services are initiated prior to RWP eligibility being established, Contractor must conduct a formal eligibility determination within 60 days of establishing services. During the 60-day period, Contractor must assist each client with submission of documentation required to establish RWP eligibility. Contractor is expected to update client eligibility information into the established data system. For clients already enrolled in a health insurance plan, RWP funds may be used only when insurance coverage of necessary medical care services is denied.

Contractor and its subcontractors must ensure that reasonable efforts are made to use non-RWP resources whenever possible, including establishing, implementing, and monitoring policies and procedures to identify any other possible payers to extend finite RWP funds. Contractors and subcontractors must maintain policies and document their efforts to ensure that they assist clients to vigorously pursue enrollment in health care coverage and that clients have accessed all other available public and private funding sources for which they may be eligible. Contractor and subcontractors can continue providing services funded through RWP to a client who remains unenrolled in other health care coverage so long as there is rigorous documentation that such coverage was vigorously pursued. Contractor and subcontractors should conduct periodic checks to identify any potential changes to clients' healthcare coverage that may affect whether the RWP remains the payer of last resort and require clients to report any such changes.

- 3.15.1 Every 12 months, Contractor must verify the availability of client health insurance coverage (e.g., private coverage, Medi-Cal, Medicare, etc.).
- 3.15.2 Additional eligibility documentation must include, but is not limited to:
- a) HIV Status: A documented diagnosis of HIV is required only once at entry into care. (Note: People who do not have an HIV diagnosis are eligible to receive certain services as outlined in HRSA HIV AIDS Bureau Policy Clarification Notice 16-02 Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of HRSA Funds, and as otherwise stipulated by HRSA HAB. This includes people with preliminary positive point-of-care testing, clinical suspicion of acute HIV, self-reported history of HIV without documentation, or any other circumstance in which HIV diagnostic confirmatory testing is still pending or needed.)
 - b) Proof of LAC residency (annually);
 - c) Verification of client's income (annually);
 - d) A voluntarily signed and dated HIPAA-compliant Release of Information form (client's may refuse to sign a Release of Information and services cannot be conditioned on signing a Release of Information form) (annually); and
 - e) A signed and dated Limits of Confidentiality form in compliance with State and federal Law (annually).

3.16 Partner Services Referrals

Contractor must refer HIV-positive clients to the DHSP PS team for newly diagnosed HIV cases and new cases of reportable STI.

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

3.16.2 Minimum services to be provided must include, but not be limited to the following:

- a) Offer PS to newly diagnosed HIV-positive clients as part of a new patient evaluation.
- b) Offer PS to all clients as a routine part of service delivery.
- c) Upon acceptance by client, Contractor must provide and/or refer HIV-positive persons to PS.
- d) Based on client's selection, PS must include but not be limited to the following types of disclosure:
 1. *Self-Disclosure*: this approach (sometimes called client disclosure) is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.
 2. *Dual Disclosure*: this method of partner notification involves the client disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting.
 3. *Anonymous Third-Party Disclosure*: this is a notification strategy where, with the consent of the original client, the Public Health Department takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV.
 4. *Client Defers Action*: if the client does not feel comfortable using anonymous third-party disclosure, the provider must work with the client to develop a plan to revisit the issue.

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

3.17 Provide Culturally Appropriate and Linguistically Competent Services

3.17.1 Contractor must provide all services with non-judgmental, culturally affirming attitudes that convey a culturally and linguistically competent approach that is appropriate and welcoming to clients.

3.17.2 Contractor must maintain a proven, successful track record serving RWP clients by effectively addressing treatment and concerns within the appropriate social context for each client.

4.0 SPECIFIC WORK REQUIREMENTS

In addition to the requirements set forth in this Statement of Work, Contractor must provide the services and activities as listed in:

- Attachment 1, Work Requirements for AOM Services, as applicable
- Attachment 2, Work Requirements for MCC Services, as applicable
- Attachment 3, Work Requirements for PSS, as applicable

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

5.1 Contractor must obtain permission from the DHSP director or designee at least 60 days prior to the addition/deletion of service facilities, specific tasks, and/or work hours.

5.2 All changes must be made in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.

6.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 6.33 of the Contract, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards, including those described in this Statement of Work.

6.1 Meetings

Contractor must meet with the County as requested.

6.2 County Observations

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

7.0 HOURS/DAYS OF WORK

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

8.0 WORK SCHEDULES

- 8.1 Contractor must maintain a work schedule for each location/facility and submit to the County's Project Manager upon request. The schedules must list the time frames of the tasks to be performed by day of the week and morning, afternoon, and/or evening hours.
- 8.2 Contractor must notify County's Project Manager when actual performance differs substantially from planned performance. Said revisions must be submitted to the County's Project Manager within 30 working days prior to scheduled time for work.

Attachment 1

AMBULATORY OUTPATIENT MEDICAL (AOM) SERVICES

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AMBULATORY OUTPATIENT MEDICAL SERVICES

1.0 DESCRIPTION

Ambulatory Outpatient Medical (AOM) Services provide evidence-based preventive, diagnostic, and therapeutic HIV medical services through outpatient medical visits by licensed health care professionals to Ryan White Program (RWP) eligible HIV-positive clients. AOM Services are expected to interrupt or delay the progression of HIV disease; 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.

The County of Los Angeles (County) Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) supports AOM Services using federal Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), RWP Part A funds. Contractor will provide AOM Services as a last resort for clients who are ineligible to receive HIV medical care services reimbursed by another third-party payer source.

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

AOM Services will be reimbursed at a set rate of \$600.00 per visit for patients seen during regular business hours (8 a.m. - 5 p.m.); and \$800.00 per visit for patients seen during evening or weekend hours (after 5.p.m. Monday-Friday, or anytime on Saturday or Sunday).

1.1 DHSP Program Goals and Objectives

Contractor is required to achieve the DHSP goals and objectives for AOM Services described in Table 1 below:

Table 1

PRIMARY GOAL:	Decrease HIV infection and transmission by 75% by 2025, and 90% by 2030, compared to 2020 baseline levels, via improvement of individual-level health outcomes and well-being of PLWH through comprehensive HIV care and treatment and services.
PROGRAM GOALS:	<ol style="list-style-type: none"> 1. Facilitate timely access to HIV care. 2. Interrupt or delay the progression of HIV disease. 3. Promote optimal health and quality of life. 4. Reduce HIV transmission by supporting risk reduction strategies.
PROGRAM OBJECTIVES:	<ol style="list-style-type: none"> 1. Provide AOM Services to qualifying clients on regular basis. 2. Provide rapid treatment and prevent and treat opportunistic infections. 3. Maintain viral load suppression (viral load less than 200 copies/mL) among all HIV-positive clients. 4. Increase knowledge and practice of risk reduction strategies, including U=U (undetectable=untransmissible).

2.0 RESPONSIBILITIES

CONTRACTOR

2.1 Contractor Requirements

Contractor must:

- 2.1.1 Have a minimum of one licensed medical provider certified as an HIV/AIDS Specialist on staff to provide services.
- 2.1.2 Utilize licensed health care professionals including physicians, physician assistants, and/or nurse practitioners who meet the qualifications of an HIV Specialist.
- 2.1.3 Provide appropriate clinical supervision for mid-level/allied health practitioners such as physician assistants, nurse practitioners, advance practice nurses, and any other staff, as required.
- 2.1.4 Have medical providers with extensive clinical care experience and knowledge of direct management of antiretroviral therapy along with significant diagnostic and therapeutic experience in the ambulatory care of HIV-positive clients.

- 2.1.5 Be currently working and operating from at least one physical office in LAC. Office must be fully operational for managing and implementing AOM Services.

2.2 Personnel

2.2.1 Contractor's Project Manager

2.2.1.1 Contractor must provide a Project Manager and designated alternate to act as a central point of contact with the County. County must have access to Contractor's Project Manager during normal working hours as designated in Section 7.0 in Appendix A, Statement of Work. Contractor must provide a telephone number where the Project Manager may be reached on an eight hour per day basis during those hours. Medical Director can act as Project Manager if Contractor so chooses.

2.2.1.2 The Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Project Manager/alternate must be able to effectively communicate in English, both orally and in writing.

2.2.2 Contractor's Medical Director

2.2.2.1 Contractor must identify a Medical Director and designated alternate within 30 days of Contract execution.

2.2.2.2 The Medical Director must be a licensed medical provider who at a minimum meets the qualifications of an HIV Physician Specialist. Contractor must submit a new Verification of Qualifications: HIV/AIDS Specialist Form if the Medical Director is replaced during the Contract term. The form is available through DHSP.

2.2.2.3 The Medical Director must be available as a point of contact for the County and have full authority to act for Contractor on all matters relating to the daily operation of the Contract. County must have access to the Medical Director via telephone, during normal clinic

business hours Monday through Friday, between 8:00 a.m. and 5:00 p.m. and/or as required based on need.

- 2.2.2.4 The Medical Director should participate in quarterly Medical Advisory Committee meetings held by DHSP.

2.3 Training of Contractor's Staff

- 2.3.1 Contractor must ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the Contract.
- 2.3.2 Contractor's staff must successfully complete required DHSP' specialized training. DHSP training calendar can be accessed at http://publichealth.lacounty.gov/dhsp/Trainings/2023/WebTrainingCalendar_2023_2.23.23.pdf.
- 2.3.3 Contractor's health care providers must maintain up-to-date knowledge and skill levels in accordance with their respective job duties and with the rapidly expanding literature and information regarding approaches in the required work.
- 2.3.4 Contractor must ensure all employees are trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under the Contract. All equipment must be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

3.0 SPECIFIC WORK REQUIREMENTS

Contractor's primary responsibilities and/or services to be provided must include, but not be limited to, the following:

3.1 Provide and Coordinate HIV-Positive Client Medical Care

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

- a) Medical evaluation and clinical care;
- b) AIDS Drug Assistance Program (ADAP) enrollment services;
- c) Laboratory testing, including STD testing and other clinically indicated care tests;
- d) Linkage and referrals to medical subspecialty care, oral health, medical care coordination, mental health care, and other services.
- e) Retaining clients in medical care.

3.1.2 Provide clinical nursing support. Contractor must provide enhanced clinical nursing support, performed by a registered nurse, to facilitate:

- a) Administration and supervision of client care,
- b) Tracking and monitoring the progress of clients through the provision of services, and
- c) Care coordination activities among care providers

for patients receiving long-acting injectable medications, vaccinations, and other injectable medications to ensure appropriate delivery of HIV healthcare services.

3.1.3 Provide STD screening and treatment. Contractor must conduct screening and treatment for STD in accordance with the following procedures:

- a) HIV-positive patients must be screened for STD in accordance with local Los Angeles County STD screening guidelines, available at <http://ph.lacounty.gov/dhsp/InfoForProviders.htm>.
- b) All cases of Syphilis, Gonorrhea, and Chlamydia must be reported to DHSP using a Confidential Morbidity Report (CMR) form within one day of identification for Syphilis and within seven days of identification for Gonorrhea and Chlamydia. CMR forms may be obtained from: <http://ph.lacounty.gov/dhsp/ReportCase.htm>.
- c) Medical and public health consultation is available from DHSP for any STD clinical questions regarding evaluation, diagnosis, treatment, and follow-up of STDs in HIV-infected clients. For questions, record searches (including previous Rapid Plasma Reagin (RPR) titers), and assistance with reporting a case, Contractor must call DHSP's STD Provider Consult Line at 213-

368-7441. Assistance is available Monday through Friday 8am-5pm.

d) The CDC STD Treatment Guidelines may be consulted for additional information: www.cdc.gov/std/treatment.

- 3.1.4 Provide TB screening. Contractor must conduct TB and latent TB infection (LTBI) screening in accordance with the procedures set forth in Exhibit 1 of this Attachment (Tuberculosis Screening, Evaluation & Treatment Guidelines for HIV-Positive Persons).
- 3.1.5 Deliver reproductive counseling and information to HIV-positive persons. Contractor must provide contraceptive counseling, discussion of risk associated with perinatal HIV transmission and availability of antiretroviral therapy for treatment of HIV to prevent perinatal transmission, pre-exposure prophylaxis for HIV-negative partners, and other services to women of reproductive age and men, as appropriate. Contractor must also refer HIV positive women who are pregnant to a center that specializes in HIV care in pregnancy that includes a perinatologist that is experienced in the care of HIV positive pregnant women.
- 3.1.6 Provide gender affirming care. Contractor must ensure its clinic environment and staff are inclusive and affirming of all LGBTQ+ people. As a part of each client's primary care services, Contractor must provide care for gender health related needs such as, but not limited to, gender affirming care and referrals to other resources for transgender and non-binary persons.

3.2 Conduct Client Intake and Benefits Screening

- 3.2.1 Conduct client registration and intake. Contractor must conduct client registration and intake within one business day for all potential clients who request medical services or are referred to HIV medical outpatient services by HIV/STD testing sites, early intervention programs, and/or other service providers. Contractor must identify appropriate clients for AOM Services through eligibility screening as set forth in SOW Attachment 4 (Ryan White Program. Eligibility Documentation and Verification), Statement of Work, AOM Services.
- 3.2.2 Conduct RWP eligibility screening. Contractor must ensure that all clients are screened on a yearly basis for RWP eligibility.
- 3.2.3 Conduct ADAP eligibility screening. Contractor must perform ADAP eligibility screening for new enrollments and annual re-certifications.

- 3.2.3.1 Contractor must have staff certified by the CDPH conduct ADAP eligibility screening in accordance with ADAP Eligibility Guidelines found at:
<https://www.cdph.ca.gov/programs/aids/Pages/tOAADAPindiv.aspx>.
- 3.2.3.2 If a client is eligible for participation in ADAP and medication(s) listed on the ADAP formulary is/are indicated for client treatment, Contractor must prescribe such medications and refer client to a participating ADAP pharmacy.
- 3.2.3.3 For medications that are not listed on the ADAP formulary and are indicated for client treatment, Contractor may provide such drugs for clients consistent with available resources.

3.3 Conduct Client Linkage Services

- 3.3.1 Ensure timely linkage to medical provider for new clients. Contractor must ensure that new clients, including those newly diagnosed with HIV and those who have been out of care and are attempting to re-establish care, are seen by a medical provider within two business days of the request for an appointment. Contractor must ensure that all measures are taken to streamline clinic intake and other administrative processes for patients who have fallen out of care and are trying to re-establish care to improve their engagement in care.
- 3.3.2 Ensure linkage to MCC Services or PSS, if offered and appropriate. Contractor must ensure that new clients demonstrating a need for MCC and/or PSS, including those newly diagnosed with HIV and those who have been out of care and are attempting to re-establish care, are linked with the appropriate services to maximize the likelihood of retention in care.
- 3.3.3 Ensure referral to Oral Health Care Services. Contractor must ensure that every AOM client is referred for Oral Health Care services annually, with referrals noted in the client's medical record. A list of current HIV oral health care providers is available through DHSP.
- 3.3.4 Ensure linkage to as-needed services. Contractor must provide consistent, effective linkage to other health-related services, including substance use disorder services and mental health services, as needed.

- 3.3.5 Provide linkage to medical subspecialty services. Contractor must refer clients to medical subspecialists, as medically indicated, for specialty diagnostic and therapeutic medical services.

3.4 Re-engage and Retain Clients in Care

- 3.4.1 Re-engage in care. Contractor must actively identify HIV positive clients who are out of care and re-engage them back into care, including linking clients with MCC services.

- 3.4.2 Retain in care. Contractor must work to identify and reduce clinic specific factors and policies as well as client-level barriers that impede retention in HIV medical care.

- 3.4.2.1 Contractor should maintain policies and procedures that emphasizes the facilitation and promotion of client access, continuity of service, and retention for clients who break appointments.

3.5 Promote Services

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

3.6 Comply with Applicable Laws and Regulations

- 3.6.1 Contractor must comply with all local and State provider disease reporting requirements. Contractor must follow all local and State HIV, STD, hepatitis, and other communicable diseases reporting requirements. More information is available here: www.publichealth.lacounty.gov/cdcp/proreporting.htm

- 4.6.1.2 Contractor must report all new HIV diagnoses utilizing the adult or pediatric report case form available using the following link within seven days of a client's diagnosis: <http://publichealth.lacounty.gov/dhsp/ReportCase.htm>

- 3.6.2 Contractor must develop and implement a client fee system (at least \$1.00) and must comply with provisions of Section 2605 (e) of Title 26 of the Public Health Services Act (Ryan White Program), which is entitled "Requirements Regarding Imposition of Charges for Services" (See Exhibit J of the Contract - Requirements Regarding Imposition of Charges for Services). RWP clients must be charged a fee for accessing services, unless their annual income is less than 100% of the federal poverty level. Each eligible client must be charged at least \$1.00 annually to access RWP services from Contractor. No client may

be denied services if they are unable to pay. Inability to pay should be noted in the client's record. Contractor must submit its client fee system procedures across all DHSP RWP funded contracts to its DHSP Program Manager within 60 days of Contract execution.

3.6.3 Contractor must comply with infection control guidelines and procedures established by the State of California's Division of Occupational Safety and Health (Cal- OSHA).

3.6.4 Contractor must participate in the MMP, which provides critical information to the CDC and DHSP on the health status of and provision of medical services to HIV positive clients in LAC.

3.7 Comply with and Maintain Administrative Procedures and Operational Protocols

3.7.1 Contractor must comply with HIV standards of care. All health services provided under the Contract must be in accordance with HHS HIV Treatment Guidelines and standards of care as determined by the County Commission on HIV.

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

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

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

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

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

a) Subspecialty medical and surgical care

- b) In-patient care
- c) Oral health care
- d) Home health care
- e) Mental health care
- f) Substance use disorder treatment
- g) Emergency medical services
- h) ADAP enrollment and ADAP pharmacies
- i) Pharmaceutical patient assistance programs
- j) Gender affirming care specialists
- k) Research opportunities

3.7.4 Contractor must submit monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report, as specified by DHSP. Reports must include all the required information relating to the promotion and provision of AOM Services and are to be completed in the format designated by DHSP.

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

Attachment 2

MEDICAL CARE COORDINATION (MCC) SERVICES

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MEDICAL CARE COORDINATION SERVICES

1.0 DESCRIPTION

Medical Care Coordination (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 (PLWH). MCC Services team members deliver trauma-informed, client-centered activities that focus on social determinants of health (SDH), engagement in care, and coordination of health and support services for Ryan White Program (RWP) eligible clients in order to improve their health and overall well-being.

MCC Services ensure timely and coordinated access to medically appropriate levels of health and support services by assessing each client's needs and developing and implementing client-centered care plans. MCC Services include the provision of brief interventions (BI) – short, structured counseling sessions effective at facilitating a variety of health behavior changes, delivered in a non-judgmental manner, and designed to elicit reasons for change and action steps *from* the client. Based on a harm reduction paradigm, BIs can explore substance use disorders, sexual health practices, and other health behaviors relevant to a client's identified needs. MCC Services also entail health education; antiretroviral therapy (ART) adherence support; engagement and retention in care interventions; and referrals to behavioral health, substance use disorder treatment, housing, legal, nutrition, and other support and social services.

The County of Los Angeles (County) Department of Public Health (DPH) Division of HIV and STD Programs (DHSP) supports MCC Services using federal Department of Health and Human Services (HHS) Health Resources and Services Administration (HRSA) RWP Part A funds.

1.1 DHSP Program Goals and Objectives

Contractor is required to achieve the DHSP goals and objectives for MCC Services described in Table 1 below:

Table 1

PRIMARY GOAL:	Decrease HIV infection and transmission by 75% by 2025, and 90% by 2030, compared to 2020 baseline levels, via improvement of individual-level health outcomes and well-being of PLWH through comprehensive HIV care and treatment and services.
PROGRAM GOALS:	Identify PLWH affected by selected comorbid conditions and key SDH to deliver trauma-informed case management services that address those conditions and increase viral suppression.
PROGRAM OBJECTIVES:	<ol style="list-style-type: none"> 1. Screen HIV clinic patient population annually by identifying clients who would benefit from receiving MCC services. 2. Assess clients using a standardized tool to determine the acuity of each client's unmet medical and support service needs. 3. Develop patient-centered, acuity-informed care plans to guide service delivery and enhance client outcomes. 4. Provide client education and service referrals to address unmet service needs for MCC clients. 5. Increase the percentage of MCC clients who achieve and maintain viral suppression.

2.0 RESPONSIBILITIES

CONTRACTOR

2.1 Contractor Requirements

Contractor must:

- 2.1.1 Have on staff a minimum of one licensed medical provider identified to serve as a HIV/AIDS Specialist.

2.2 Personnel

2.2.1 Contractor's Project Manager

- 2.2.1.1 Contractor must provide a Project Manager and designated alternate to act as a central point of contact with the County. County must have access to Contractor's Project Manager during normal working hours as designated in Section 7.0 in

Appendix A, Statement of Work. Contractor must provide a telephone number where the Project Manager may be reached on an eight hour per day basis during those hours. The Project Manager must serve separately from the MCC Services team. The role of the Project Manager is to provide administrative oversight of the program that includes but is not limited to: progress reports, program evaluation, staff training and supervision.

- 2.2.1.2 The Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Project Manager/alternate must be able to effectively communicate in English, both orally and in writing.

2.2.2 **MCC Services Team Staffing Requirements**

Contractor's MCC Services team must be in place within 30 days from Contract execution. Hiring and involvement of persons with lived experience is encouraged when feasible. The MCC Services team must conduct the following MCC service activities and must possess the following education/skills and responsibilities noted below for each position:

A. The MCC Team Supervisor:

1. Oversees the daily operations of MCC teams, ensuring high-quality care and compliance with program guidelines.
2. Provides ongoing training, performance evaluations, and professional development opportunities.
3. Coordinates with internal and external partners and other stakeholders to enhance service delivery and provide high-quality, client-centered care that addresses the medical, social, and emotional needs of individuals living with HIV/AIDS.
4. Develops and implements policies and procedures that improve efficiency and effectiveness in care coordination, adhering to the latest health standards and regulations.
5. Monitors program metrics and client health outcomes to assess the effectiveness of MCC services and implements quality improvement initiatives based on data analysis, client feedback, and best practices in care coordination and case management.
6. Is a full-time position and should not carry an active case load.
7. Must meet the following minimum qualifications:

- a. Has at least 3-5 years of experience working in a healthcare setting, with a strong preference for experience in public health, community health, or HIV patient care.

B. Medical Care Manager (MCM):

1. Conducts assessments and integrated care planning in conjunction with other MCC services team members.
2. Provides follow-up and monitoring of clients' progress towards meeting care plan goals in conjunction with other MCC services team members.
3. Assess clients' health literacy and HIV knowledge and provides health education counseling sessions to improve health literacy and HIV knowledge.
4. Coordinates the medication management plan for clients, including adherence support and education and medication reconciliation activities and adherence strategy interventions.
5. Collaborates with pharmacist and physician to optimize referrals, treatments, and pharmacotherapy tailored to clients' needs.
6. Monitors for drug interactions, manages side effects, and ensures appropriate use of HIV medications.
7. Conducts BI designed to meet the needs of clients who are experiencing difficulty with medical and/or medication adherence; changes in HIV health status; acquisition of STIs; preventative care; multiple health diagnoses that affect their HIV infections, and other related issues.
8. Ensures each client's biomedical needs are met and that their care is coordinated.
9. Facilitates contingency management and other incentive-based programs.
10. Shows cultural and linguistic competency to effectively communicate with and support a diverse range of clients.
11. Performs clinical nursing duties upon approval by DHSP ensuring flexibility in alignment with program goals and meeting the diverse needs of clients.
12. Performs home visits or do other field outreach as needed on a case-by-case basis.
13. Assists with rapid linkage to care for new or re-engaging clients.
14. Provides urgent MCC services to clients not yet enrolled in MCC on an as-needed basis in crisis or other urgent situations.

15. Must meet the following minimum qualifications:
 - a. Must Possess a current license to practice as a registered nurse issued by the State of California Board of Registered Nursing or a licensed vocational nurse issued by the State of California Board of Vocational Nursing.

C. Patient Care Manager (PCM):

1. Ensures the comprehensive and thorough assessment of clients' psychosocial needs, particularly as they relate to behavioral health and addiction issues.
2. Conducts BIs focused on addressing clients' barriers to adherence, risk reduction, and other related issues.
3. Works on improving clients' statuses related to addiction issues, mental health distress, risk reduction, and disclosure of HIV status.
4. In conjunction with the MCM, conducts assessments, integrated care planning, and monitoring of client progress.
5. As needed, collaborates with MCM and medical providers to optimize referrals and treatments tailored to clients' needs.
6. Performs home visits or other field outreach as needed on a case-by-case basis.
7. Provides urgent MCC services to clients, in crisis or other urgent situations, not yet enrolled in MCC.
8. Facilitates contingency management and other incentive-based programs.
9. Assists with rapid linkage to care for new or re-engaging clients.
10. Follows-up and monitors progress to determine whether goals are being met or need revision.
11. Shows cultural and linguistic competency to effectively communicate with and support a diverse range of clients.
12. Must meet the following minimum qualifications:
 - a. Possesses a Master's degree in one of the following disciplines:
 - i. Social work;
 - ii. Counseling;
 - iii. Psychology;
 - iv. Marriage and family counseling; or
 - v. Human and social services.

D. Case Worker (CW):

1. The CW addresses clients' socioeconomic needs and assists the MCM and PCM with client monitoring, referrals, and linkages to services, following up with clients and tracking outcomes.
2. The CW acts as the liaison between HIV Counseling and Testing sites and the medical clinic to ensure that new clients are enrolled in medical care seamlessly and in a timely fashion.
3. Performs home visits or do other field outreach as needed on a case-by-case basis.
4. Facilitates contingency management and other incentive-based programs.
5. Provides urgent MCC services to clients not yet enrolled in MCC on an as-needed basis in crisis or other urgent situations.
6. Assists with rapid linkage to care for new or re-engaging clients.
7. Shows cultural and linguistic competency to effectively communicate with and support a diverse range of clients.
8. Must meet one of the following minimum qualifications:
 - a. Possesses either a Bachelor's degree; or
 - b. Is a licensed vocational nurse in good standing and is licensed by the California Board of Nursing; or
 - c. Has a minimum of two years of relevant experience, such as provision of case management or community health worker services in the context of HIV programs, public health, or community, social, medical, or behavioral health services.

3.0 SPECIFIC WORK REQUIREMENTS

Contractor must provide MCC services, including, but not limited to, the following:

3.1 Provide MCC Services to PLWH

Contractor must provide MCC services to PLWH in accordance with standards of care and MCC guidelines. Services must be prioritized for newly diagnosed persons living with HIV and the MCC services team must work diligently to reengage individuals lost to care.

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

- 3.1.1. Conduct client screening to determine a client's potential need and eligibility for MCC. MCC Services teams must prioritize services to engage newly diagnosed and out-of-care individuals into HIV medical care. At a minimum, a screening process must be conducted every six months.

A. Implement Electronic Medical Record (EMR) Queries

1. Develop and deploy, when feasible, specific EMR queries designed to systematically screen clients at the required frequency.
2. Configure EMRs to generate automated reminders for the MCC services team. These reminders will ensure that screenings are conducted at a minimum, every six months, to maintain an active and up-to-date client outreach list.

B. Integrate traditional methods where digital systems are limited

1. Develop and maintain spreadsheets to manually track client screenings, follow-up outcomes, and engagement activities.
2. Spreadsheets will be structured to include client identifiers, dates of last screenings, follow-up actions taken, and notes on client engagement status. This manual tracking will serve as a supplementary tool for the MCC services team to ensure no client is overlooked and to facilitate detailed reporting and analysis of the program's reach and effectiveness.
3. Ensure that maintenance and security of spreadsheets complies with HIPAA rules and regulations.

3.1.2. Contact clients identified through the MCC screening process and extend an invitation to participate in the program utilizing a blend of traditional and digital communication methods.

A. Outreach and Communication methods

1. Face-to-face outreach and warm hand-offs between clinician and MCC Services Team during a patient's clinic appointment are ideal opportunities for outreach and initiating enrollment in MCC.
2. Where feasible, implement automated SMS, email, and EMR-based messaging systems to efficiently contact and engage clients, supplemented by MCC Services Team outreach telephone calls where necessary. SMS, email, and EMR-based messages can only be sent with client permission and should not contain protected health information.
3. Document who accepted, declined, or cannot be reached for MCC enrollment, assessment, or follow-up.

3.1.3. Enroll clients who agree to participate in the MCC Services program. This process involves contacting the client to determine whether they wish to participate, introducing the service to the client, scheduling clients for assessment, and documenting the outcome of the process in the DHSP data management system.

A. Contractor must place the forms below, as applicable, in each client's record:

1. Release of Information: Clients may voluntarily sign a Release of Information, updated annually, clearly specifying what types of information can be released. No confidential client information may be released without client authorization if client authorization is required by law. Services must not be conditioned upon a client signing a Release of Information form.
 2. Limits to Confidentiality: Contractor must ensure the Limits to Confidentiality form is signed by each client informing clients that should the client disclose harmful, dangerous, or criminal intent against another human being, or against himself or herself, it is the healthcare provider's duty to warn appropriate individuals of such intentions; in those cases, confidentiality and privileged communication between the provider and client does not apply
 3. Consent to Receive Services: Contractor must describe all available options to address the client's unique psychological and social needs and allow the client to be part of the decision-making process.
 4. Client's rights and responsibilities.
 5. Client grievance procedures.
- B. Offer in-person or virtual meetings to introduce clients to MCC services, allowing clients to understand the benefits and commitments involved.
- C. Manual Enrollment Process:
1. Conduct in-person enrollment process for clients who do not have access to or are not comfortable with digital tools.
 2. For clients preferring or requiring a non-digital approach, provide options for manual enrollment processes, including phone calls and paper forms with in-person signatures.
- D. Digital Enrollment Process:
1. Utilize EMRs and online platforms for clients to consent to participate, including electronic signatures where applicable.
- E. Data Management:
1. Integrate scheduling for client assessment and documenting the outcome of the process in the DHSP management system.
 2. Utilize spreadsheets and manual record-keeping methods alongside digital tools for scheduling client assessments and documenting outcomes. This ensures flexibility in managing data for clients engaged through manual methods.

- 3.1.4 Conduct MCC Assessment by evaluating each client's need for MCC services.
- A. Conduct assessment utilizing the standardized MCC Assessment form developed by DHSP.
 - B. The MCC Assessment should be attempted to be completed within 30 days of the initiation of MCC services and entered into the County's data management system.
 - C. A client's acuity level is based on the assessment and determines service intensity. MCC services, including reassessments, must be provided in accordance with each client's acuity status, while maintaining a patient-centered approach and respecting client's priorities (see Section 4.1.5, below).
 - D. Following the completion of each client's initial MCC Assessment, members of the MCC Services Team must discuss the results, the identified health-related social service needs, and ideas for care plan development.
- 3.1.5 Determine client's acuity level which is automatically calculated and generated when the MCC Assessment is entered into DHSP's data management system. The client's acuity level determines the service intensity and frequency of MCC services; however, the frequency of follow up will also be determined based on each client's desired level of engagement. Client acuity will fluctuate over time as reassessments are done and must be determined based on information collected from the most recently conducted MCC Assessment. Client acuity should reduce over time due to Contractor's interventions delivered by the MCC Services team that resolve barriers to treatment access, ensure adherence, and promote greater self-sufficiency among clients.
- 3.1.6 Develop an integrated care plan (ICP) with information gathered from the most recent MCC Assessment within two weeks of the assessment/reassessment completion.
- A. The MCM and PCM must develop an ICP in partnership with every MCC client. ICPs should be client-centered and informed by the MCC Assessment. The MCC Services team must ensure that all client-identified needs are prioritized so that the most important services for clients are made available as soon as possible and the MCC Services team will consult with the client's healthcare team to ensure coordination across systems.
 - B. The ICP must include the following: A description of the client-identified needs and issues identified through discussion with the client and the

MCC Assessment; goals for addressing problems, challenges or needs; action steps to be taken to accomplish each goal; person responsible for accomplishing action steps; time frames in which services are to be provided; barriers to accomplishing the goals, if applicable; and dated signatures of the client and involved MCC Services team members using either secure digital signature platforms or through an in-person signing process.

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

3.1.7 Deliver BIs designed to promote behavior change and wellness for active MCC clients. BIs are integral steps of the process toward behavior change, ranging from pre-contemplation to action/maintenance, that enhance client motivation and self-efficacy to become an active participant in their HIV medical care and well-being. The goals of the interventions are to support optimal health, retention in care, adherence with medical and service specifications, and harm reduction integration.

- A. BIs should be client-centered and based on the client's goals and social needs. HIV-specific BIs include, but are not limited to:

1. Promoting ART adherence;
2. Engagement and re-engagement in HIV care; and
3. Behavioral health and harm reduction counseling.

- B. Contractor must ensure that the MCC Services team provides the following interventions according to each client's need(s), as identified by clients during the MCC Assessment and any subsequent client discussions, interactions, and reassessments:

1. *Promoting ART adherence* - Contractor must increase client adherence to HIV/AIDS medication treatments through client-centered, tailored interventions that focus on client barriers, with the intent of reducing non-adherence.
2. *Engagement in Care activities* - Engagement in Care activities include reaching out to locate clients who have not attended an HIV medical appointment. Staff must engage clients in HIV care by assisting them in removing barriers that keep them out of care through the provision of tailored interventions.
3. *Behavioral health and harm reduction counseling sessions* – BIs for behavioral health and harm reduction are designed to assist clients in reducing negative consequences associated with drug use, manage stress, and cultivate sources of support.

Licensed staff may perform individual or group psychotherapy sessions upon approval by DHSP, ensuring flexibility in alignment with program goals and meeting the diverse needs of MCC-enrolled clients.

- 3.1.8 Follow-up and monitoring client progress. These activities involve ongoing contact and interventions with clients to achieve goals, evaluate whether services are consistent with client needs, and determine if any changes to goals are necessary.

These activities must ensure that referrals are linked, and services are obtained in a timely, coordinated manner.

Special attention must be paid to clients with multiple and/or complex needs, especially to clients that have missed one or more HIV medical appointments within the last seven months.

- A. The MCC Services team must actively assist clients in removing barriers to completing referrals and accessing, maintaining, and adhering to services.
- B. The MCC Services team must maintain ongoing contact with all clients to check on progress towards meeting ICP goals and providing assistance in accessing service referrals. For purposes of the Contract, "contact" is defined as a communicative two-way interaction with the client. **Contact is not just leaving a message for the client.** Contact means that Contractor and/or the MCC services team communicated directly with the client. Such contacts may be completed as follows:
 - 1. The MCC Services team must actively follow-up with clients who have missed an MCC (or medical) appointment within 24 business hours of the broken appointment. If follow-up activities are not appropriate or cannot be conducted within the 24-hour time-period, Contractor must document reason(s) follow-up was delayed;
 - 2. Documentation of contact must consist of dated and signed progress notes, including, but not limited to, description of all client contacts and actions taken on behalf of the client, including time spent, date, and type of contact;
 - 3. Description of what occurred during contact;
 - 4. Changes in the client's condition or circumstances;
 - 5. Progress made towards achieving the goals identified in the ICP and status of the client's HIV medical treatment and access to care;
 - 6. Barriers identified in completing ICP goals and actions taken to remove the barriers;
 - 7. Current status and results of referrals, linkages, and interventions, including any barriers and actions taken to remove those barriers; and
 - 8. Indication of the need or desire for continued MCC services.

3.1.9 Re-engage in care those clients who are lost to follow-up. This includes attempting to locate unreachable clients that have missed an HIV medical or MCC appointment. The MCC services team must employ a variety of outreach methods that go beyond the clinic, including visiting a client's last known address, contacting a client's emergency contacts or other service providers, researching whether the client is incarcerated, and other methods to find and engage clients back into HIV care.

- A. With client permission, Contractor may refer clients experiencing homelessness who are not able to come into the clinic to a street medicine or homeless healthcare provider for their follow-up and engagement of the client.
- B. Contractor should refer lost to care clients to DHSP's Linkage and Reengagement Program (LRP) per LRP protocol and expected practice.
- C. Contractor must provide client re-engagement interventions to reengage clinic clients who have not attended an HIV medical appointment for seven months or longer.

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

NOTE: MCC Teams must obtain a signed authorization form from clients prior to conducting Case Conferences.

- A. Contractor must ensure that the MCC Services team addresses all high or severe acuity MCC clients at a case conference no more than 90 days after initial enrolment into MCC services.
- B. Documentation of multidisciplinary activities must include, but not be limited to, the following, and must be maintained within the client record:
 - 1. Date of case conference and client name or identification number;

2. Name and title of case conference participants;
3. Psychosocial issues and concerns identified; and
4. Description of interventions to be implemented.

3.2 Promote the Availability of MCC Services and Assess Client Satisfaction

- 3.2.1 Contractor must promote the availability of MCC Services to PLWH, professional communities, and other HIV services providers. MCC service promotion activities must be documented and include the date of each promotion activity, name of function where MCC services were promoted, and type(s) of participants attending the respective function (i.e., PLWH, professional communities, other HIV services providers, etc.).
- 3.2.2 Contractor must perform assessments of client needs and satisfaction by conducting random, anonymous client surveys, at a minimum, annually. The surveys must be documented and include demographic information and results must be submitted to DHSP within one month of completion.

3.3 Comply with DHSP MCC Guidelines

Contractor must consult DHSP MCC guidelines, using the following link, as a reference guide on best practices for conducting MCC services: <http://publichealth.lacounty.gov/dhsp/MCC.htm>.

3.4 Provide Strong Linkages to Care

- 3.4.1. Contractor must follow up with clients and social service providers after referrals are made to ensure successful linkage to services and that client needs are being addressed.
- 3.4.2. Rapid linkage to care. Contractor must work closely with community HIV testing and navigation programs and clinic staff to support fast tracking of newly diagnosed and out of care PLWH into HIV medical care and MCC services as necessary. Individuals must be linked to HIV care within two days of referral.
- 3.4.3. Ensure linkage to AOM Services or PSS, when offered by the MCC Team and appropriate in meeting the client's unique needs. Contractor must ensure that new clients demonstrating a need for AOM Services and PSS, including those newly diagnosed with HIV and those who have been out of care and are attempting to re-establish care, are linked with these services to maximize the likelihood of retention in care.

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

Contractor must comply with all local and State provider disease reporting requirements. All local and State HIV, STD, hepatitis, and other communicable diseases reporting requirements must be followed. Visit this link for more information: www.publichealth.lacounty.gov/cdcp/proreporting.htm

3.6 Comply with and Maintain Administrative Procedures and Operational Protocols

3.6.1. Contractor must comply with HIV standards of care. All services provided under the Contract must be in accordance with DHSP MCC Services Guidelines and standards of care as determined by the Los Angeles County Commission on HIV.

3.6.2. Contractor (and any subcontractors) must maintain client program records together with client's medical records.

A. For each client, Contractor must ensure adequate MCC program records which must be current and provide detail, including by not limited to, the client's medical and social needs, consistent with good professional practice, in accordance with the California Code of Regulations and Health Insurance Portability Accountability Act (HIPAA) Privacy Rules.

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

C. Client MCC intake records must consist of, at a minimum, the following required documentation, to be maintained within the client record:

1. Completed MCC assessment/reassessments;
2. Current and updated care plans;
3. Progress notes documenting client status, condition, and response to interventions, procedures, and medications;
4. Specialty consultation reports;
5. Documentation of interventions and linkages;
6. Documentation of case conferences and clinical supervision; and
7. Documentation of all contacts with client including date, time, and services provided.

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

- A. Contractor must report all required Ryan White Service Report data to DHSP.
- 3.6.4. Contractor must obtain written approval from DHSP's Director, or designee, for all forms and procedures utilized in association with the Contract prior to implementation.
- A. Contractor must submit for approval such forms and procedures to DHSP at least 30 days prior to the projected date of implementation.
 - B. For the purposes of the Contract, forms and procedures include, but are not limited to: intake/assessment, service plan, clinical supervision, case conference, case closure, release of information, consent for services, limits of confidentiality, patient rights and responsibilities, and grievance procedures.
- 3.6.5. Contractor must review, at a minimum once every six months, each client record/file to assess whether required documentation is completed properly, in a timely manner, and to ensure all necessary information and records are organized and centralized together in each client record.
- A. Contractor must ensure that documents not in a client's record upon review are included and maintained in client records and conduct a follow-up to ensure that necessary corrections have been made. Under no circumstances can documents be postdated.
 - B. Client record reviews must consist of the following required documentation:
 - 1. Checklist of required documentation signed and dated by the individual conducting the record review;
 - 2. Written documentation identifying steps to be taken to rectify missing or incomplete documentation, and
 - 3. Date of resolution of required documentation omission. Client record reviews must be maintained within each client record.

Attachment 3

PATIENT SUPPORT SERVICES (PSS)

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PATIENT SUPPORT SERVICES

1.0 DESCRIPTION

Patient Support Services (PSS) provide interventions that target behavioral, emotional, social, or environmental factors that negatively affect health outcomes for Ryan White Program (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 (SDH) in order to retain clients within HIV in care, improve overall health outcomes and achieve or maintain viral suppression. PSS include delivering interventions directly to clients, linking and actively enrolling them with support services, and providing care coordination, when needed.

The County of Los Angeles (County) Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) supports PSS using federal Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), RWP Part A funds.

1.1 DHSP Program Goals and Objectives

Contractor is required to achieve the DHSP goals and objectives for PSS described in Table 1 below:

Table 1

PRIMARY GOAL:	Decrease HIV infection and transmission by 75% by 2025, and 90% by 2030, compared to 2020 baseline levels, via improvement of individual-level health outcomes and well-being of PLWH through comprehensive HIV care and treatment and services.
PROGRAM GOALS:	Retain clients in HIV Care, improve overall health outcomes and achieve or maintain viral suppression.
PROGRAM OBJECTIVES:	Conduct client-centered interventions focused on addressing psychological and SDH.

2.0 RESPONSIBILITIES

CONTRACTOR

2.1 Contractor Requirements

Contractor must:

- 2.1.1 Maintain licensure as a medical clinic located in Los Angeles County (LAC) approved by the County DPH Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health (CDPH). Contractor must possess a copy of current and valid license for contract monitoring and auditing purpose. Clinic must be fully operational for managing and implementing PSS.
- 2.1.2 Provide healthcare services, conducted by practitioners properly licensed by the State of California and any prescription or dispensation of drugs or devices by a nurse practitioner, under physician supervision.
- 2.1.3 Have on staff a minimum of one medical provider certified as a HIV/AIDS Specialist. Contractor must submit a new Verification of Qualifications: HIV/AIDS Specialist Form if the Medical Director is replaced during the Contract term. The form is available through DHSP.
- 2.1.4 Provide appropriate clinical supervision for mid-level/allied health practitioners such as physician assistants, nurse practitioners, advance practice nurses, and any other staff, as required.
- 2.1.5 Have medical providers with extensive clinical care experience and knowledge of direct management of antiretroviral therapy along with significant diagnostic and therapeutic experience in the ambulatory care of HIV-positive clients.

2.2 Personnel

2.2.1 Contractor's Project Manager

- 2.2.1.1 Contractor must provide a Project Manager and designated alternate to act as a central point of contact with the County. County must have access to Contractor's Project Manager during normal working

hours as designated in Section 7.0 of Appendix A, Statement of Work. Contractor must provide a telephone number where the Project Manager may be reached on an eight hour per day basis during those hours.

- 2.2.1.2 The Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Project Manager/alternate must be able to effectively communicate in English, both orally and in writing.

2.2.2 **PSS Staffing Requirements**

Contractor must determine the type and number of support specialists from the list below to make up PSS teams to address the unique needs of its clinic in support of clients' complex medical issues and social challenges:

A. Retention Outreach Specialist (ROS)

1. Ensures that PLWH remain engaged in their care and have access to necessary resources and support.
2. Demonstrates compassion and commitment to making a significant impact in the lives of those affected by HIV.
3. Integrates with other HIV clinic team members to effectively identify, locate, and re-engage clients who have lapsed in their HIV care.
4. Provides comprehensive assessment, outreach, linkage, and re-engagement services, focusing on clients who are considered "out of care," facilitating their return to consistent and effective HIV treatment and support services.
5. Conducts field outreach operations to efficiently locate and assist clients who have disengaged from HIV care.
6. Acts as the liaison between HIV counseling and testing sites and the medical clinic to ensure that new clients are enrolled in medical care seamlessly and in a timely fashion.

7. Provides crisis interventions, offering immediate support in challenging situations.
8. Provides services to clients not yet enrolled in PSS, MCC Services, or clinic-based programs and can outreach clients who have not yet enrolled into any services with Contractor.
9. Collaborates with the HIV clinic team members, documents client interactions, and contributes to program evaluation.
10. Demonstrates cultural and linguistic competency to effectively communicate with and support a diverse range of clients.
11. Participates in case conferences as needed.
12. Must meet the following minimum qualifications:
 - a. Must have a High School Diploma or successful completion of GED.
 - b. Ability and interest in doing field-based work when necessary to locate or assist clients.
 - c. Ability to work effectively with people of diverse races, ethnicities, nationalities, sexual orientations, gender identities, gender expression, socio-economic backgrounds, religions, ages, English-speaking abilities, immigration status, and physical abilities in a multicultural environment.
 - d. Valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation for travel to a variety of sites throughout LAC.
13. Desirable Qualifications:
 - a. Knowledge of HIV disease, behaviors that transmit HIV, and those disease conditions that are co-morbid with HIV;
 - b. Ability to interact in a nonjudgmental and empathetic manner with PLWH and AIDS as well as their partners;
 - c. Must have good interpersonal skills;
 - d. Comfortable with field outreach; and
 - e. Ability to advocate for clients.

B. PSS Social Worker (SW)

1. Determines client resources and needs in regard to mental health services, substance use counseling and treatment, as well as housing and transportation issues in order to make appropriate referrals and linkages.
2. Holds counselling and psychotherapy sessions for individuals, couples, and families.
3. Provides support services utilizing housing-first, harm-reduction, and trauma-informed care principles.
4. Utilizes a sex positive framework including provision of patient education about U=U.
5. Collaborates with the HIV clinic team, documents interactions, and contributes to program evaluation.
6. Maintains knowledge of local, State, and federal services available.
7. Addresses clients' socioeconomic needs, and as part of the PSS team, assists with client monitoring, referrals, and linkages to services, as well as following up with clients and tracking outcomes.
8. Acts as the liaison between HIV counseling and testing sites and the medical clinic to ensure that new clients are enrolled in medical care seamlessly and in a timely fashion.
9. Performs home visits and other field outreach on a case-by-case basis.
10. Provides urgent services to clients not yet enrolled in PSS.
11. Participates in case conferences as needed.
12. Conducts a comprehensive assessment of the SDH using a cooperative and interactive face-to-face interview process. The assessment must be initiated within five working days of client contact and be appropriate for age, gender, cultural, and linguistic factors.
 - a. The assessment will provide information about each client's social, emotional, behavioral, mental, spiritual,

and environmental status, family and support systems, client's coping strategies, strengths and weaknesses, and adjustment to illness.

- b. SW will document the following details of the assessment in each client's chart:
 - i. Date of assessment;
 - ii. Title of staff persons completing the assessment; and
 - iii. Completed assessment form.

13. Develops a PSS Intervention Plan

SW will, in consultation with each client, develop a comprehensive multi-disciplinary intervention plan (IP). PSS IPs should include information obtained from the SDH assessment. The behavioral, psychological, developmental, and physiological strengths and limitations of the client must be considered by the SW when developing the IP. IPs must be completed within five days and must include, but not be limited to the following elements:

- a. *Identified Problems/Needs*: One or more brief statements describing the primary concern(s) and purpose for the client's enrollment into PSS as identified in the SDH assessment.
- b. *Services and Interventions*: A brief description of PSS interventions the client is receiving, or will receive, to address primary concern(s), describe desired outcomes and identify all respective PSS Specialist(s) assisting the client.
- c. *Disposition*: A brief statement indicating the disposition of the client's concerns as they are met, changed, or determined to be unattainable.
- d. IPs will be signed and dated by the client and respective SW assisting the client.
- e. IPs must be revised and updated, at a minimum, every six months.

14. Meets the following minimum qualifications:

- a. Master's Degree in Social Work, Counseling, Psychology, or related field from an accredited program.

- b. Ability to work effectively with people of diverse races, ethnicities, nationalities, sexual orientations, gender identities, gender expression, socio-economic backgrounds, religions, ages, English-speaking abilities, immigration status, and physical abilities in a multicultural environment.
- c. Valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation for travel to a variety of sites throughout LAC.

15. Desirable Qualifications:

- a. Have a minimum of two years of relevant work experience with clients in public health, community services or medical settings.
- b. Knowledge of HIV disease, behaviors that transmit HIV, and those disease conditions that are co-morbid with HIV;
- c. Ability to interact in a nonjudgmental and empathetic manner with PLWH and AIDS as well as their partners; and
- d. Ability to hold counselling and psychotherapy sessions for individuals, couples, and families.

C. Benefits Specialist (BS)

1. Conducts client-centered activities and assessments that facilitate access to public benefits and programs. Focuses on assisting each client's entry into and movement through care service systems.
2. Stays up to date on new and modified benefits, entitlements, and incentive programs available for PLWH.
3. Ensures clients are receiving all benefits and entitlements for which they are eligible.
4. Educates clients about available benefits and provides assistance with the benefits application process.
5. Helps prepare for and facilitates relevant benefit appeals.
6. Collaborates with the HIV clinic team, documents interactions, and contributes to program evaluation.

7. Develops and maintains expert knowledge of local, State, and federal services and resources including specialized programs available to PLWH.
8. Participates in case conferences as needed.
9. Meets the following minimum qualifications:
 - a. High school diploma (or GED equivalent).
 - b. Has at least one year of paid or volunteer experience making eligibility determinations and assisting clients in accessing public benefits or public assistance programs.
 - c. Ability to work effectively with people of diverse races, ethnicities, nationalities, sexual orientations, gender identities, gender expression, socio-economic backgrounds, religions, ages, English-speaking abilities, immigration status, and physical abilities in a multicultural environment.
 - d. Valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation for travel to a variety of sites throughout LAC.
10. Desirable Qualifications:
 - a. Knowledge of HIV disease, behaviors that transmit HIV, and those disease conditions that are co-morbid with HIV;
 - b. Ability to interact in a nonjudgmental and empathetic manner with PLWH and AIDS as well as their partners;
 - c. Must have good interpersonal skills;
 - d. Comfortable with field outreach; and
 - e. Ability to advocate for clients.

D. Housing Specialist (HS)

1. Develops and maintains expert knowledge of, and contacts at, local housing programs and resources including specialized programs available to PLWH.
2. Conducts housing assessments and creates individualized housing plans.
3. Assists clients with applications to housing support services such as emergency finance assistance, referral and linkage to legal services (for issues such as tenant's

rights and evictions), and navigation to housing opportunities for persons with AIDS programs.

4. Conducts home or field visits as needed.
5. Develops a housing procurement, financial, and self-sufficiency case management plan with clients as part of client housing plans.
6. Offers crisis intervention and facilitates urgent referrals to housing services.
7. Collaborates with the HIV clinic team, documents interactions, and contributes to program evaluation.
8. Attends meetings and trainings to improve skills and knowledge of best practices in permanent supportive housing and related issues.
9. Participates in case conferences as needed.
10. Meets the following minimum qualifications:
 - a. Bachelor's degree or a minimum of two years' experience in social services, case management, or other related work.
 - b. Ability to work effectively with people of diverse races, ethnicities, nationalities, sexual orientations, gender identities, gender expression, socio-economic backgrounds, religions, ages, English-speaking abilities, immigration status, and physical abilities in a multicultural environment.
 - c. Valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation for travel to a variety of sites throughout LAC.
11. Desirable Qualifications:
 - a. Knowledge of HIV disease, behaviors that transmit HIV, and those disease conditions that are co-morbid with HIV;
 - b. Ability to interact in a nonjudgmental and empathetic manner with PLWH and AIDS as well as their partners;
 - c. Must have good interpersonal skills;
 - d. Comfortable with field outreach; and
 - e. Ability to advocate for clients; and

- f. Willingness and ability to learn how to navigate the complex housing support systems in LAC.

E. Substance Use Disorder (SUD) Specialist:

1. Conducts SUD assessments and devises personalized SUD plan with clients as part of the client's individualized care plan.
2. Provides one-on-one counseling to prevent and/or support clients through recurrence by assisting and recognizing causal factors of substance use and developing coping behaviors.
3. Connects clients to harm reduction resources, medications for addiction treatment, cognitive behavioral therapy, and other SUD treatment services available to reduce substance use, or to prevent or cope with recurrence.
4. Collaborates with other HIV clinic team members to align substance use treatment goals with overall care, documents interactions, and contributes to program evaluation.
5. Conducts individual and group counseling sessions using evidence-based interventions to address personalized goals and develop needed skill sets to minimize relapse and maintain sobriety.
6. Oversees or leads day-to-day operations of contingency management programs or other evidence-based interventions.
7. Provides education on harm reduction strategies and additional key resources to clients.
8. Participates in case conferences as needed.
9. Meets the following minimum qualifications:
 - a. Certified as a Substance Use Counselor.
 - b. Has at least one year of experience in an SUD program with experience providing counseling to individuals, families, and groups.

- c. Ability to work effectively with people of diverse races, ethnicities, nationalities, sexual orientations, gender identities, gender expression, socio-economic backgrounds, religions, ages, English-speaking abilities, immigration status, and physical abilities in a multicultural environment.
- d. Valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation for travel to a variety of sites throughout LAC.

11. Desirable Qualifications:

- a. Knowledge of HIV disease, behaviors that transmit HIV, and those disease conditions that are co-morbid with HIV;
- b. Ability to interact in a nonjudgmental and empathetic manner with PLWH and AIDS as well as their partners;
- c. Must have good interpersonal skills;
- d. Comfortable with field outreach; and
- e. Ability to advocate for clients.

F. Clinical Nursing Support Specialist:

1. Provides enhanced clinical nursing support, performed by a registered nurse or Licensed Pharmacist to facilitate:
 - a. Administration and supervision of client injectable medications and vaccinations;
 - b. Tracking of clients receiving long-acting injectable, multi-dose injectable treatments, or multi-dose vaccine series; monitors clients for side effects; makes appointments for subsequent nursing visits to ensure timely receipt of injections; and
 - c. Coordinates care activities among care providers for patients receiving long-acting injectable medications, vaccinations, and other injectable medications to ensure appropriate delivery of HIV healthcare services.
2. Participates in case conferences as needed.
3. Collaborates with the HIV clinic team, conducts health assessments as needed, documents interactions, and contributes to program evaluation.
4. Meets the following minimum qualifications:

- a. Must possess a current license to practice as a registered nurse (RN) issued by the State of California Board of Registered Nursing or be a pharmacist with a license issued by the California State Board of Pharmacy.
- b. Ability to work effectively with people of diverse races, ethnicities, nationalities, sexual orientations, gender identities, gender expression, socio-economic backgrounds, religions, ages, English-speaking abilities, immigration status, and physical abilities in a multicultural environment.
- c. Valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation for travel to a variety of sites throughout LAC.

5. Desirable Qualifications:

- a. Knowledge of HIV disease, behaviors that transmit HIV, and those disease conditions that are co-morbid with HIV;
- b. Ability to interact in a nonjudgmental and empathetic manner with PLWH and AIDS as well as their partners;
- c. Have good interpersonal skills;
- d. Comfortable with field outreach; and
- e. Ability to advocate for clients.

G. Peer Navigator (PN):

- 1. Provides client-centered group or individual psycho-social support services to assist PLWH by providing a safe space where lived experiences and challenges can be discussed without judgement. Topics to be discussed include but are not limited to:
 - a. Living with HIV;
 - b. Healthy lifestyles (including substance use) and relationships;
 - c. Adherence to treatment;
 - d. Access and barriers to care;
 - e. Prevention (PrEP, PEP, DoxyPEP, treatment as prevention);
 - f. Disclosing status; and
 - g. Stigma.
- 2. Supports individuals who may be newly diagnosed, newly identified as living with HIV, or who may require additional

support to engage in and maintain HIV medical care and support services to ensure that clients are linked to care and continuously supported to remain in care.

3. Conducts individual and group interventions to address personalized goals and develop needed skill sets for healthy living, ensure medication adherence and support a positive outlook for individuals living with HIV.
4. Collaborates with other HIV clinic team members to align treatment goals with overall care, documents interactions, and contributes to program evaluation.
5. Oversees incentives, contingency management programs, and/or other evidence-based interventions.
6. Provides education on HIV clinic services available and additional key resources to clients.
7. Participates in case conferences as needed.
8. Meets the following minimum qualifications:
 - a. Is reflective of the population and community being served.
 - b. Has lived experience.
 - c. Must **NOT** be a current client of Contractor's clinic.
 - d. Ability to work effectively with people of diverse races, ethnicities, nationalities, sexual orientations, gender identities, gender expression, socio-economic backgrounds, religions, ages, English-speaking abilities, immigration status, and physical abilities in a multicultural environment.
 - e. Valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation for travel to a variety of sites throughout LAC.
10. Desirable Qualifications:
 - a. Knowledge of HIV disease, behaviors that transmit HIV, and those disease conditions that are co-morbid with HIV;
 - b. Ability to interact in a nonjudgmental and empathetic manner with PLWH and AIDS as well as their partners;
 - c. Must have good interpersonal skills;
 - d. Comfortable with field outreach, and

- e. Ability to advocate for clients.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Deliver PSS to People Living with HIV (PWLH)

Contractor must deliver PSS via a multi-disciplinary team comprised of specialists to address biopsychosocial needs and SDH to improve quality of life and reach or maintain viral suppression. PSS includes delivering interventions directly to clients, linking and actively enrolling client with support services, and providing care coordination, when needed.

3.1.1 **Conduct client registration/intake:** Contractor must collect demographic data, emergency contact information, next of kin, and any eligibility documentation in order to screen for eligibility. The intake process acquaints the client with the range of services offered and assesses psychological and SDH. Contractor must make every effort to work with the potential client to complete client intake during the first contact with the potential client. Contractor must maintain a client record for each eligible client receiving PSS.

3.1.2 Contractor must place the forms below, as applicable, in each client's record:

3.1.2.1. Release of Information: Client's may voluntarily sign a Release of Information form, updated annually, clearly specifying what types of information can be released. No confidential client information may be released without client authorization if client authorization is required by law. Services must not be conditioned upon a client signing a Release of Information form.

3.1.2.2. Limits to Confidentiality: Contractor must ensure the Limits to Confidentiality form is signed by each client informing client that should the client disclose harmful, dangerous, or criminal intent against another human being, or against himself or herself, it is the healthcare provider's duty to warn appropriate individuals of such intentions; in those cases, confidentiality and privileged communication between the provider and client does not apply.

3.1.2.3. Consent to Receive Services: Contractor must describe all available options to address the client's unique psychological and social needs and allow the client to be part of the decision-making process.

3.1.2.4. Client's rights and responsibilities.

3.1.2.5 Client grievance procedures.

**CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV
Ryan White Program Eligibility Documentation and Verification**

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

Ryan White Program (RWP) Eligibility Criteria	Types of Acceptable Verification
HIV Diagnosis (one of the following)	1) A letter signed by a physician; 2) Diagnosis Form containing a physician or licensed healthcare provider (Nurse Practitioner or Physician Assistant) signature; 3) Laboratory results containing the name of the laboratory and indicating HIV status, CD4 count, HIV viral load, and type of HIV viral load test performed (within last 12 months); or 4) Two Rapid Testing Algorithm (RTA) results in which both tests contain positive results. Both tests should indicate the agency name, HIV counselor name, and the client's name.
Los Angeles County Residence (one of the following)	1) Rental or lease agreement; 2) Mortgage statement; 3) Utility bill; 4) Government issued letter; 5) Bank statement; 6) Support verification affidavit including verification of address for supporter; 7) Homeless verification affidavit; or 8) Valid California driver license/California identification card.
Verification of Income (one of the following)	1) Bank statement containing direct deposits from SSDI, SSA, VA, or unemployment; 2) Pay stub(s) for 1 full month of wages; 3) Disability award letter; 4) Benefit receipt or check stub; 5) Self-employment affidavit; or 6) Most recent tax return.
Verification of Insurance (one of the following)	1) Confirmation of coverage if insured or underinsured (e.g. insurance card and/or explanation of benefits); or 2) Denial letter from Medi-Cal or a print out of computer screen shot.

COUNTY OF LOS ANGELES-DEPARTMENT OF PUBLIC HEALTH

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
TUBERCULOSIS SCREENING, EVALUATION & TREATMENT GUIDELINES FOR HIV-
POSITIVE PERSONS**

These guidelines are based on recommendations from County of Los Angeles Department of Public Health (DPH) Tuberculosis (TB) Control Program and represent the **routine screening recommendations for HIV-positive persons**.

Recommended screening tests include the use of an Interferon-Gamma Release Assay (IGRA) such as QuantiFERON®-TB Gold Plus (QFT-Plus) or the T-SPOT®.TB test (T-SPOT) when testing HIV-positive persons for TB; however, the Tuberculin Skin Test (TST) remains an effective alternative to detect the presence of *Mycobacterium tuberculosis* in HIV-positive persons.

Due to the complexity and duration of effective treatment of TB in HIV-positive persons, it is strongly recommended that treatment of active TB patients be provided by or in consultation with the County of Los Angeles DPH TB Control Program. Further information can be obtained by calling (213) 745-0800.

ROUTINE SCREENING & TESTING GUIDELINES

- **Baseline (one-time) TB Test at entry into care**
- **Annual Risk Assessment**
 - 1) **Symptoms:**
 - TB symptoms (persistent cough >3 weeks, hemoptysis, fever, night sweats, weight loss, hoarse voice) **if one or more of the above are present, refer for Chest X-Ray (CXR) and sputum collection**
 - 2) **TB Contact history:**
 - Contact with person(s) with active TB disease since last assessment
Repeat TB test and refer for CXR regardless of TB test result
 - 3) **Other Risk Factors:**
 - Housing insecurity, including residence in a single occupancy hotel
 - History of incarceration
 - Travel to endemic country for ≥ 1 month
 - $CD4 \leq 200$ cells/mm³
 - Identified as associated with known outbreak of TB
if one or more of the above are present, repeat TB test

RADIOLOGIC SCREENING RECOMMENDATIONS

- **Chest x-ray (single PA View) is recommended for all HIV-positive persons with one or more of the following:**
 - Symptoms consistent with active TB infection
 - All identified contacts of persons with TB disease, **regardless of IGRA or TST result**
 - New positive IGRA or TST ≥ 5 mm
 - Client(s) with a history of positive IGRA or TST with no prior treatment for TB infection
 - Prior to the initiation of treatment for TB infection if most recent CXR is > 6 months

COUNTY OF LOS ANGELES-DEPARTMENT OF PUBLIC HEALTH

TREATMENT OF TB INFECTION AFTER EXCLUDING TB DISEASE

- Isoniazid 300 mg daily x 9 months
- Consider shorter rifamycin-based regimens for patients on select antiretroviral treatment regimens. Consult DPH TB Control Program for specific guidance

REPORTING & DOCUMENTATION REQUIREMENTS

The TB screening form at <http://ph.lacounty.gov/tb/toolkitriskassessments.htm> must be used to determine the need for TB testing. Submit CMR to document positive TB test result with completion of CXR. For patients determined to have TB infection diagnosis, enter information regarding initiation of anti-TB treatment, e.g. date of initiation and drug regimen.

- For questions about completing or to obtain addition TB Screening Forms contact the TB Control Program office at **(213) 745-3922**.

To report active and/or suspected TB disease:

- All cases of active and/or suspected TB disease must be reported **immediately** to TB Control Program at **(213) 745-0800**.
 - A Confidential Morbidity Report (CMR) must be submitted **within 1 working day** of identification and should be **faxed to the TB Control Program at (213) 749-0926**.
 - A fillable PDF CMR is available on the TB Control Program website at www.lapublichealth.gov/tb.
- Attachment B: County of Los Angeles Department of Public Health Confidential Morbidity Report of TB Suspects & Cases (8/15)

Additional resources available from the Department of Public Health TB Control Program

- “Core Curriculum on TB”, Centers for Disease Control and Prevention (CDC) 2024 need link
- David M. Lewinsohn et al. Official American Thoracic Society/IDSA/CDC Clinical Practice Guidelines: **Diagnosis of Tuberculosis in Adults and Children**, *Clinical Infectious Diseases*, Volume 64, Issue 2, 15 January 2017, Pages e1–e33, <https://doi.org/10.1093/cid/ciw694>
- Latent TB Infection-LAC patient education brochure - <http://publichealth.lacounty.gov/tb/Think-Test-Treat-TB.htm>
- CDC INH patient education available in Spanish & English <https://www.cdc.gov/tb/treatment/treatment-for-inactive-tuberculosis.html>
- TB Control Program – TB infection Provider Toolkit <http://ph.lacounty.gov/tb/providertoolkit.htm>
- Toolkit

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

**1.877.222.9723
BabySafeLA.org**

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:

CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

NOTICES TO CONTRACTOR:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor’s sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County’s information security requirements.

- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services

offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor

must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

10. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Sascha Schleumer
Departmental Information Security Officer
Address
City, State Zip
Telephone
Email address

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

14. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

15. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the

audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

In accordance with Section 2605(e) of the Public Health Service Act, Ryan White Program (RWHAP) Part A recipients and subrecipients must impose a charge for billable services provided to RWHAP-eligible clients with individual annual gross incomes above 100 percent of the federal poverty level.

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

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

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

"(i) will impose a charge of at least \$1.00 annually on each such individual for the provision of such services; and

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

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

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

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

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

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

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

"(3) APPLICABILITY OF LIMITATION ON AMOUNT OF CHARGE- The Secretary may not make

a grant under section 2601 to an eligible area unless the eligible area agrees that the limitations established in subparagraphs (C), (D) and (E) of paragraph (1) regarding the imposition of charges for services applies to the annual aggregate of charges imposed for such services, without regard to whether they are characterized as enrollment fees, premiums, deductibles, costsharing, copayments, coinsurance, or other charges.

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

PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

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

A. Respectful Treatment

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

B. Competent, High-Quality Care

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

C. Make Treatment Decisions

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

D. Confidentiality and Privacy

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

E. Billing Information and Assistance

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

F. Patient/Client Responsibilities

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

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

For More Help or Information

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

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

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

INTRODUCTION

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

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

POLICY

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

IMPLEMENTATION GUIDELINES

- I. Contractor must ensure its employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents are screened for TB at the beginning date of employment or prior to commencement of service provision and annually (12 months) thereafter.
 - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, Contractor may accept certification from that provider that the individual is free from active TB.
 - B. For purposes of these guidelines, "volunteer" means any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
 - II. Contractor must collect from its employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or Interferon Gamma Release Assay (IGRA) or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential. **(Note: Use of the IGRA for screening health care workers requires a grant of program flexibility from the California Department of Health Services, Licensing and Certification. Please contact your local Licensing and Certification office for more information on how to obtain a grant of program flexibility.**
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