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**BOARD OF SUPERVISORS**

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Fifth District

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 ONE NEW CONTRACT WITH AIDS HEALTHCARE FOUNDATION  
FOR TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS  
ANGELES COUNTY  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute one new contract with AIDS Healthcare Foundation for the provision of Transportation Services for Eligible Ryan White Program Clients in Los Angeles County, effective March 1, 2025, through February 29, 2028, and delegated authority to extend 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 one new contract, substantially similar to Exhibit I, with AIDS Healthcare Foundation (AHF), selected under a competitive solicitation process for the provision of Transportation Services for Eligible Ryan White Program (RWP) Clients in Los Angeles County (LAC). The contract will be effective March 1, 2025, through February 29, 2028, for a total maximum obligation of \$159,228, consisting of \$53,076 annually for Transportation Services, 100 percent funded by Health Resources and Services Administration (HRSA) RWP Part A funds, Assistance Listing Number 93.914.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contract that extend the term to February 28, 2031, contingent upon the availability of funds and contractor performance; allow an internal reallocation of funds between budgets; provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation; correct errors in the contracts' terms and conditions; and/or update the statement of work,

as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract 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.
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**

The Division of HIV and STD Programs (DHSP) works closely and collaboratively with various partners, including community-based organizations, clinics, other governmental offices, advocates, and People Living with HIV (PLWH), as it seeks to control and prevent the spread of HIV and Sexually Transmitted Diseases (STD), monitor HIV/AIDS and STD morbidity and mortality, increase access to care for those in need, and eliminate HIV and STD-related health inequities.

Approval of Recommendation 1 will allow Public Health to execute one contract with AHF to provide Transportation Services for Eligible RWP Clients in LAC. Transportation is a basic and necessary service to ensure ongoing health care and social service access for PLWH. Chronic disease care requires clinician visits, medication access, and visits to other RWP funded services such as oral health care, food assistance programs, and legal services. Transportation limitations are often cited as barriers to whole person care and health care access, leading to rescheduled or missed appointments, delayed care, and missed or delayed medication use. Limited health care access can lead to poorer health outcomes and a higher risk of HIV transmission resulting in lower viral load suppression.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contract to extend the term for up to three additional years through February 28, 2031; increase or decrease funding up to 10 percent above or below the annual base maximum obligation, and make corresponding service adjustments; and/or correct errors in the contracts' terms and conditions, as necessary.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contract that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, 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 1, Make Investments that Transform Lives; and North

Star 2, Foster Vibrant and Resilient Communities, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total annual maximum obligation for the recommended new contract with AHF is \$159,228 effective March 1, 2025, to February 29, 2028, 100 percent funded by HRSA RWP Part A funds.

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

Funding for this contract is included in Public Health's fiscal year (FY) 2024-25 Adopted Budget 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 the contracting opportunity announcement posted on the County website. Attachment B is the Community Business Enterprise Information Summary for the recommended contractor.

### **CONTRACTING PROCESS**

On September 17, 2024, Public Health released a RFA to solicit applications from qualified organizations to provide Transportation Services for Eligible RWP Clients in LAC.

The contracting opportunity announcement (Attachment A) 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 RFA was also sent by electronic mail DHSP's internal list of RWP contractors.

Public Health received 20 applications for Transportation Services by the submission deadline. The applications were reviewed by subject matter experts internal to Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009, and the RFA solicitation process. As a result, Public Health is recommending contracts for 18 responsible and responsive applicants. This Board letter is to recommend one of those contracts among the 18 while the others are submitted to the Board concurrently under a separate Board letter.

On January 2, 2025, notifications of the RFA results were sent to the recommended contractors. Public Health has obtained a Letter of Intent from each of the recommended contractors.

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

As needed and when funding is available, Public Health may reopen the RFA to allow for additional applicants to apply for provision of Transportation Services.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow Public Health to enter into a new contract to support

The Honorable Board of Supervisors

2/4/2025

Page 4

the delivery of Transportation Services for Eligible RWP Clients in LAC.

Respectfully submitted,

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

Barbara Ferrer, PhD, MPH, MEd

Director

BF:kg#08025

Enclosures

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



# CONTRACTING OPPORTUNITY \*

**RFA NUMBER: 2024-010**

**RFA TITLE: Transportation Services for Eligible Ryan White Program Clients in Los Angeles County**

**RELEASE/OPEN DATE: September 17, 2024**

**CLOSING/DUE DATE: October 29, 2024**

\*Visit websites indicated below for additional information and updates.

The County of Los Angeles (County) Department of Public Health (Public Health) is pleased to announce the release of a Request for Applications (RFA) to solicit applications from interested and qualified vendors to provide **Transportation Services for Eligible Ryan White Program (RWP) Clients in Los Angeles County**.

## Transportation Services include the following:

- ❖ Ensuring transportation for eligible RWP clients to and from non-emergency medical and support service appointments, as needed; and
- ❖ Transportation coordination to arrange and manage transportation for eligible RWP clients (e.g. scheduling rides, disbursement of Transit Access Pass cards, invoicing, and data reporting).

## Minimum Mandatory Requirements

Interested vendors who meet the minimum mandatory qualifications listed in the RFA are invited to respond to the RFA by submitting an application by the closing/due date. Please click the [Public Health link below](#) to review the Minimum Mandatory Qualifications identified in the RFA.

## 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>

**TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN  
LOS ANGELES COUNTY  
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY**

<b>FIRM / ORGANIZATION INFORMATION</b>	<b>AIDS Healthcare Foundation</b>
<b>Total Number of Employees in California</b>	1032
<b>Total Number of Employees</b>	2874
<b>Business Structure</b>	Non-Profit
<b>Owners/Partner/Associate Partners</b>	
Black/African American	M: 62 F: 94
Hispanic/Latin American	M: 235 F: 249
Asian or Pacific Islander	M: 69 F: 82
Native American	M: 1 F: 1
Subcontinent Asian	M: 1 F: 2
White	M: 110 F: 99
Unspecified	M: 12 F: 15
<b>Total</b>	<b>M: 490 F: 542</b>
Female (should be included in counts above and also reported here separately).	542
<b>Managers</b>	
Black/African American	
Hispanic/Latin American	
Asian or Pacific Islander	
Native American	
Subcontinent Asian	
White	
Unspecified	
<b>Total</b>	
Female (should be included in counts above and also reported here separately).	
<b>Staff</b>	
Black/African American	
Hispanic/Latin American	
Asian or Pacific Islander	
Native American	
Subcontinent Asian	
White	
Unspecified	
<b>Total</b>	
Female (should be included in counts above and also reported here separately).	
<b>Percentage of Ownership</b>	
Black/African American	
Hispanic/Latin American	
Asian or Pacific Islander	
Native American	
Subcontinent Asian	
White	
Unspecified	
<b>Total</b>	
Female (should be included in counts above and also reported here separately).	
<b>Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned (LGBTQQ) Business Enterprise</b>	
Minority	
Women	
Disadvantaged	
Disabled Veteran	
Other	
<b>County Certification</b>	
Local Small Business Enterprise	
Social Enterprise	
Disabled Veteran Business Enterprise	
Other Certifying Agency	

Figures are based on information provided by Applicants in their applications.

Contract No. PH-\_\_\_\_\_



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE  
PROGRAM CLIENTS IN LOS ANGELES COUNTY**

**DEPARTMENT OF PUBLIC HEALTH  
TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN  
LOS ANGELES COUNTY CONTRACT**

Table of Contents

Paragraph	Page
1. APPLICABLE DOCUMENTS:.....	- 2 -
2. DEFINITIONS: .....	- 3 -
3. DESCRIPTION OF SERVICES: .....	- 4 -
4. TERM OF CONTRACT:.....	- 5 -
5. MAXIMUM OBLIGATION OF COUNTY: .....	- 5 -
6. STANDARD PROVISIONS: .....	- 6 -
6.1 INVOICES AND PAYMENT: .....	- 6 -
6.2 FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS: .....	- 9 -
6.3 ALTERATION OF TERMS/AMENDMENTS: .....	- 9 -
6.4 CONFIDENTIALITY:.....	- 10 -
6.5 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST: .....	- 11 -
6.6 INDEMNIFICATION:.....	- 11 -
6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:.....	- 12 -
6.8 INSURANCE COVERAGE REQUIREMENTS:.....	- 16 -
6.9 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:.....	- 17 -
6.10 PUBLICITY: .....	- 18 -
6.11 RECORD RETENTION AND AUDITS: .....	- 18 -
6.12 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:.....	- 23 -
6.13 CONFLICT OF TERMS: .....	- 24 -
6.14 CONTRACTOR'S OFFICES: .....	- 24 -
6.15 NOTICES: .....	- 24 -
6.16 ADMINISTRATION OF CONTRACT: .....	- 25 -
6.17 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION: .....	- 26 -
6.18 AUTHORIZATION WARRANTY: .....	- 27 -
6.19 BUDGET REDUCTION: .....	- 27 -
6.20 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:.....	- 27 -
6.21 COMPLAINTS: .....	- 27 -
6.22 COMPLIANCE WITH APPLICABLE LAW: .....	- 28 -



6.23	COMPLIANCE WITH CIVIL RIGHTS LAW: .....	- 29 -
6.24	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: .....	- 29 -
6.25	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING: .	- 31 -
6.26	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES: .....	- 31 -
6.27	COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:.....	- 32 -
6.28	CONFLICT OF INTEREST: .....	- 32 -
6.29	CONSIDERATION OF HIRING GAIN/START PARTICIPANTS: .....	- 32 -
6.30	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	- 33 -
6.31	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:.....	- 35 -
6.32	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:.....	- 35 -
6.33	COUNTY'S QUALITY ASSURANCE PLAN:.....	- 36 -
6.34	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: .....	- 36 -
6.35	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS: .....	- 36 -
6.36	EMPLOYMENT ELIGIBILITY VERIFICATION: .....	- 37 -
6.37	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER: .....	- 37 -
6.38	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS: .....	- 38 -
6.39	FAIR LABOR STANDARDS: .....	- 38 -
6.40	FISCAL DISCLOSURE: .....	- 38 -
6.41	FORCE MAJEURE:.....	- 38 -
6.42	GOVERNING LAW, JURISDICTION, AND VENUE: .....	- 39 -
6.43	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): .....	- 39 -
6.44	INDEPENDENT CONTRACTOR STATUS:.....	- 40 -
6.45	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: .....	- 40 -
6.46	LIQUIDATED DAMAGES.....	- 41 -
6.47	NONDISCRIMINATION AND AFFIRMATIVE ACTION:.....	- 42 -
6.48	NON-EXCLUSIVITY: .....	- 43 -
6.49	NOTICE OF DELAYS:.....	- 43 -
6.50	NOTICE OF DISPUTES: .....	- 44 -
6.51	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: .....	- 44 -
6.52	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:.....	- 44 -
6.53	PROHIBITION AGAINST INDUCEMENT OR PERSUASION:.....	- 44 -
6.54	PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: .....	- 44 -
6.55	PUBLIC RECORDS ACT: .....	- 44 -

6.56	PURCHASES: .....	- 45 -
6.57	REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE: .....	- 46 -
6.58	REPORTS: .....	- 48 -
6.59	RECYCLED CONTENT BOND PAPER: .....	- 48 -
6.60	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S): .....	- 48 -
6.61	STAFFING AND TRAINING/STAFF DEVELOPMENT: .....	- 49 -
6.62	SUBCONTRACTING: .....	- 49 -
6.63	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: .....	- 51 -
6.64	TERMINATION FOR CONVENIENCE: .....	- 52 -
6.65	TERMINATION FOR DEFAULT: .....	- 53 -
6.66	TERMINATION FOR IMPROPER CONSIDERATION: .....	- 54 -
6.67	TERMINATION FOR INSOLVENCY: .....	- 54 -
6.68	TERMINATION FOR NON-APPROPRIATION OF FUNDS: .....	- 55 -
6.69	NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT: .....	- 55 -
6.70	TIME OFF FOR VOTING: .....	- 55 -
6.71	VALIDITY: .....	- 56 -
6.72	WAIVER: .....	- 56 -
6.73	WARRANTY AGAINST CONTINGENT FEES: .....	- 56 -
6.74	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: .....	- 56 -
6.75	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: .....	- 57 -
6.76	INJURY AND ILLNESS PREVENTION PROGRAM: .....	- 57 -
6.77	CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING: .....	- 57 -
7.	UNIQUE PROVISIONS: .....	- 57 -
7.1	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: .....	- 57 -
7.2	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: .....	- 58 -
7.3	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-- LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): .....	- 58 -
7.4	WHISTLEBLOWER PROTECTIONS: .....	- 59 -
7.5	CLINICAL QUALITY MANAGEMENT: .....	- 59 -
7.6	CLINICAL QUALITY MANAGEMENT PLAN: .....	- 60 -
7.7	PARTICIPATION IN DHSP CQM PROGRAM: .....	- 60 -
7.8	DHSP CUSTOMER SUPPORT PROGRAM: .....	- 60 -

**STANDARD EXHIBITS**

- Exhibit A – Statement(s) of Work
- Exhibit B – Intentionally Omitted
- Exhibit C – Budget(s)
- Exhibit D – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Safely Surrendered Baby Law
- Exhibit G – Charitable Contributions Certification
- Exhibit H – County’s Administration
- Exhibit I – Contractor’s Administration
- 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  
TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS  
IN LOS ANGELES COUNTY 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 transportation services for eligible Ryan White Program ("RWP") clients in Los Angeles County ("LAC") 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 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"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter RWP) Part A funds, 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, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide transportation services for eligible RWP clients 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, attached to and forming a part of this Contract, are listed in order of precedence below:

- Exhibit A – Statement of Work
- Exhibit B – Intentionally Omitted
- Exhibit C – Budget(s)
- Exhibit D – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Safely Surrendered Baby Law
- Exhibit G – Charitable Contributions Certification
- Exhibit H – County's Administration
- Exhibit I – Contractor's Administration
- 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 statement 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(s), 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 Direct Services (DS) contract: Underlying direct client care contract between Contractor and DHSP, including ambulatory outpatient medical services, medical care coordination services, patient support services, benefits specialty services, nutrition support services, residential services, oral health care services, mental health care services, legal services, and/or substance use transitional housing services.
- 2.13 Director: Director of the Department of Public Health, or designee.
- 2.14 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30<sup>th</sup>.
- 2.15 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.
- 2.16 Subcontract: An agreement by Contractor to employ a subcontractor to provide services to fulfill requirements of this Contract.
- 2.17 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 through February 29, 2028, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County has the sole option to extend the Contract term for up to three additional years, for a maximum total Contract term of six years, at the sole discretion of the Director, as authorized by the Board of Supervisors, subject to Contractor performance and availability of funds.

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 H (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 or 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 H (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 Invoices must be submitted electronically to [DHSP-Finance@ph.lacounty.gov](mailto:DHSP-Finance@ph.lacounty.gov).
- 6.1.5 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.

6.1.6 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).

6.1.7 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 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.

6.1.8 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.

6.1.9 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 agreement. 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 or adjustments of the Contract term, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to 10% above or below each period's annual base maximum obligation, effective upon amendment execution, and make

changes to the Statement of Work or Scope of Work, as necessary, 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 E, Contractor Acknowledgement and Confidentiality Agreement.

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.

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.

Any legal defense pursuant to Contractor's indemnification obligations under this Contract will be conducted by Contractor and performed by counsel selected by Contractor, 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.

Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Nothing herein shall be construed as a waiver of County's sovereign immunity.

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, 3<sup>rd</sup> 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 related 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 \$2 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.

6.9 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

- 6.9.1 Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, will be the sole property of County.
- 6.9.2 Contractor hereby assigns and transfers to County in perpetuity for all purposes all of Contractor's rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- 6.9.3 With respect to any such items which come into existence after the commencement date of this Contract, Contractor must assign and transfer to County in perpetuity for all purposes, without any additional consideration, all of Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- 6.9.4 During the term of this Contract and for seven years thereafter, Contractor must maintain and provide security for all of Contractor's working papers prepared under this Contract. County will have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 6.9.5 Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 6.9.6 If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor must affix the following notice to all items developed under this Contract: "© Copyright 2024 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it will not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this

Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

6.10 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).

6.11 RECORD RETENTION AND AUDITS:

6.11.1 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).

6.11.2 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 \(lacounty.gov\)](https://www.lacounty.gov/contract-accounting-and-administration-handbook-2021)

Contractor must adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations (C.F.R.) 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.

6.11.3 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.

6.11.4 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).

- 6.11.5 Independent Audit: Contractor's financial records must be audited in compliance with 2 C.F.R 200.501 by an independent auditor for every year that this Contract is in effect. 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.

- 6.11.6 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.

- 6.11.7 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.

6.11.8 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.

6.11.9 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.

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

6.12.1 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.

6.12.2 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.

6.13 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.

6.14 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.

6.15 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 H (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.

6.16 ADMINISTRATION OF CONTRACT:

6.16.1 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.

6.16.2 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.

6.16.3 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 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.

6.17 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:

- 6.17.1 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.
- 6.17.2 Contractor may 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.
- 6.17.3 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.

6.18 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.

6.19 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.

6.20 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.

6.21 COMPLAINTS:

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

6.21.1 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.

6.21.2 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.

- 6.21.3 Clients and/or their authorized representatives must receive a copy of the procedure.
- 6.21.4 The County will review Contractor's policy and provide Contractor with approval of said policy or with requested changes.
- 6.21.5 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.
- 6.21.6 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.
- 6.21.7 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.
- 6.21.8 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.
- 6.21.9 Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

6.22 COMPLIANCE WITH APPLICABLE LAW:

- 6.22.1 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.
- 6.22.2 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.

6.23 COMPLIANCE WITH CIVIL RIGHTS LAW:

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. 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.

6.24 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

6.24.1 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.



#### 6.24.2 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.

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

- 6.25.1 Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.
- 6.25.2 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.
- 6.25.3 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.

6.26 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](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto: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 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 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 F (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 U.S.C. 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 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

- 6.35.1 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.
- 6.35.2 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.

6.36 EMPLOYMENT ELIGIBILITY VERIFICATION:

6.36.1 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.

6.36.2 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.

6.37 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.

6.38 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.

6.39 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.

6.40 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.

6.41 FORCE MAJEURE:

- 6.41.1 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").
- 6.41.2 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.
- 6.41.3 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.

6.42 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.

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

The County is subject to the Administrative Simplification requirements and prohibitions of the [Health Insurance Portability and Accountability Act of 1996](#), Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, Contractor provides services to the County and creates, has access to, receives, maintains, or transmits

Protected Health Information as defined in Exhibit D (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services. The County and Contractor therefore agree to the terms of Exhibit D (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

6.44 INDEPENDENT CONTRACTOR STATUS:

6.44.1 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.

6.44.2 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.

6.44.3 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.

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

6.45 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.

6.46 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 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.

6.47 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

- 6.47.1 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.
- 6.47.2 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.
- 6.47.3 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.
- 6.47.4 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.
- 6.47.5 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.

6.47.6 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.

6.47.7 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.

6.47.8 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.

6.48 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.

6.49 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.

6.50 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.

6.51 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.

6.52 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 F (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6.53 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.

6.54 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor will ensure that no employee or subcontractor performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

6.55 PUBLIC RECORDS ACT:

- 6.55.1 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.
- 6.55.2 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.

6.56 PURCHASES:

- 6.56.1 Purchase Practices: Contractor must fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives in acquiring all 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.
- 6.56.2 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 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 materials and supplies without any claim for compensation whatsoever on Contractor's part.

- 6.56.3 Inventory Records, Controls, and Reports: Contractor must maintain accurate and complete inventory records and controls for all 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 materials and supplies purchased or obtained using any County funds designated for such purpose.
- 6.56.4 Protection of Property in Contractor's Custody: Contractor must maintain vigilance and take all reasonable precautions to protect all 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.
- 6.56.5 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 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; 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.

6.57 REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

- 6.57.1 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.

6.57.2 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.

6.58 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.

6.59 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.

6.60 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.

6.61 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, as applicable, Contractor must provide upon request to authorized representatives of County, the name(s), title(s), salary/ies, and experience of Transportation Coordinator(s) performing 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 administrative and support personnel. Participation of 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.

6.62 SUBCONTRACTING:

6.62.1 For purposes of this Contract, subcontracts must be approved in advance in writing by Director. Contractor's request to 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 Director in the same manner as described above, before such amendment is effective.)
- (5) Any other information and/or certification(s) requested by Director.

6.62.2 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.

6.62.3 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.

6.62.4 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.

6.62.5 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.

6.62.6 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.

6.62.7 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.

6.62.8 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.

6.62.9 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.

6.62.10 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.

6.62.11 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.

6.63 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.

6.64 TERMINATION FOR CONVENIENCE:

- 6.64.1 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.
- 6.64.2 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.
- 6.64.3 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.
- 6.64.4 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.

6.65 TERMINATION FOR DEFAULT:

6.65.1 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.

6.65.2 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.

6.65.3 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.

6.65.4 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.

6.65.5 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.

6.66 TERMINATION FOR IMPROPER CONSIDERATION:

6.66.1 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.

6.66.2 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/>.

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

6.67 TERMINATION FOR INSOLVENCY:

6.67.1 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.

6.67.2 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.

6.68 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 30<sup>th</sup> 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.

6.69 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.

6.70 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.

6.71 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.

6.72 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.

6.73 WARRANTY AGAINST CONTINGENT FEES:

6.73.1 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.

6.73.2 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.

6.74 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.

6.75 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.

6.76 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.

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

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 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

#### 7.5 CLINICAL QUALITY MANAGEMENT:

Contractor must provide transportation and/or transportation coordination services under this Contract according to the Clinical Quality Management (CQM) program required by Contractor's underlying RWP DS contract with DHSP. Contractor's CQM must include patient satisfaction surveys related to transportation services provided by Contractor under this Contract.

7.6 CLINICAL QUALITY MANAGEMENT PLAN:

Contractor must include transportation and/or transportation coordination services provided under this Contract in its CQM program based on a written CQM Plan, as required by Contractor's underlying RWP DS contract with DHSP.

7.7 PARTICIPATION IN DHSP CQM PROGRAM:

Contractor must participate in and coordinate CQM program activities with the DHSP CQM program as required by its underlying RWP DS contract with DHSP.

7.8 DHSP CUSTOMER SUPPORT PROGRAM:

7.8.1. 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 services received from Contractor. 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

7.8.2. 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.

7.8.3. 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 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.

**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





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

#07800:kg

**EXHIBIT A**

**STATEMENT OF WORK**

**TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE  
PROGRAM CLIENTS IN LOS ANGELES COUNTY**

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>1.0 DESCRIPTION .....</b>	<b>1</b>
<b>2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS.....</b>	<b>2</b>
<b>3.0 QUALITY CONTROL .....</b>	<b>2</b>
<b>4.0 COUNTY’S QUALITY ASSURANCE PLAN .....</b>	<b>2</b>
4.1 Meetings.....	2
4.2 County Observations.....	3
<b>5.0 DEFINITIONS .....</b>	<b>3</b>
<b>6.0 RESPONSIBILITIES.....</b>	<b>3</b>
6.1 COUNTY .....	3
6.2 CONTRACTOR.....	4
6.3 Contractor’s Project Manager.....	4
6.4 Staffing.....	4
6.5 Uniforms/Identification Badges.....	5
6.6 Training .....	5
6.7 Contractor’s Office .....	5
6.8 Guidelines on Materials Review .....	5
6.9 County’s Data Management System.....	6
6.10 People with HIV/AIDS Bill of Rights and Responsibilities.....	6
6.11 Emergency Medical Treatment .....	6
6.12 County’s Commission on HIV.....	6
6.13 Client Feedback .....	6
6.14 Ryan White Service Standards .....	7
6.15 Screen for Ryan White Program Eligibility.....	8
6.16 Confidentiality of information.....	9
6.17 Provide Culturally Appropriate and Linguistically Competent Services .....	9
<b>7.0 HOURS/DAY OF WORK .....</b>	<b>9</b>
<b>8.0 WORK SCHEDULES .....</b>	<b>9</b>
<b>9.0 SPECIFIC WORK REQUIREMENTS .....</b>	<b>10</b>
<b>10.0 GREEN INITIATIVES .....</b>	<b>13</b>

## TABLE OF CONTENTS

**PARAGRAPH**

**PAGE**

**ATTACHMENTS:**

Attachment 1: Ryan White Program Eligibility Documentation and Verification

# STATEMENT OF WORK FOR TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY

## 1.0 DESCRIPTION

Transportation is a basic and necessary service to ensure ongoing health care and social service access for Persons Living with HIV (PLWH). Chronic disease care requires clinician visits, medication access, and visits to other Ryan White Program (RWP) - funded services such as oral health care services, food assistance programs, and legal services. Transportation limitations are often cited as barriers to whole person care and health access, leading to rescheduled or missed appointments, delayed care, and missed or delayed medication use. Limited health care access can lead to poorer health outcomes and a higher risk of HIV transmission resulting in lower viral load suppression.

Contractor will provide Transportation Services with the goal of addressing and eliminating barriers to RWP funded services for eligible clients in Los Angeles County (LAC). Contractor must ensure transportation services are client-centered, allowing clients access to needed RWP services in a timely, cost efficient, respectful, and culturally and linguistically appropriate manner.

### 1.1 Transportation

Contractor is responsible for transporting eligible RWP clients to and from non-emergency medical and support service appointments via one of the Division of HIV and STD Programs (DHSP) approved transportation modalities, which are limited to:

- a. Municipal Transit (e.g., city buses, etc.);
- b. Local van/shuttle service;
- c. Taxi service;
- d. Ridesharing service;
- e. Rail services (commuter and light rail services); and
- f. Existing DHSP-funded vehicles currently in use by DHSP contractors for transportation of eligible Ryan White Program clients.

**Transportation services are strictly limited to non-emergency medical and support services and must not be utilized for medical emergencies or recreational and/or entertainment purposes.**

### 1.2 Transportation Coordination

Contractor will arrange and manage transportation for RWP clients (e.g. scheduling rides, disbursement of Transit Access Pass (TAP) cards, invoicing, and data reporting to DHSP). A Transportation Coordinator will be budgeted to schedule coordination of transportation services to eligible clients. Service

oversight and coordination will only be reimbursed at a maximum 25% Full Time Equivalent.

Transportation modality as coordinated by the agency will be determined by documented client level of need, benefit of respective modality to the client, and cost effectiveness.

### **1.3 Trauma Informed Approach**

Contractor's staff must provide all transportation and coordination services using a trauma informed approach consistent with the requirements of the underlying RWP DS contract with DHSP.

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

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

**2.2** All changes will be made in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.

## **3.0 QUALITY CONTROL**

Contractor will establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP will be submitted to the County's Project Monitor for review. The QCP will include, but may not be limited to, the following:

**3.1** Method of monitoring to ensure that Contract requirements are being met.

**3.2** A record of all inspections conducted by the Contractor.

a. Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

## **4.0 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.

### **4.1 Meetings**

Contractor will meet with the County as requested. Failure to attend mandatory meetings will constitute a material breach of the Contract.

## 4.2 County Observations

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

## 5.0 DEFINITIONS

**5.1 Direct Services (DS) contract:** Underlying direct client care contract between Contractor and DHSP, including ambulatory outpatient medical services, medical care coordination services, patient support services, benefits specialty services, nutrition support services, residential services, oral health care services, mental health care services, legal services, and/or substance use transitional housing services.

**5.2 Ryan White Program (RWP):** The Health Resources and Services Administration (HRSA) Program that provides a comprehensive system of HIV primary medical care, essential support services, and medications for low-income people living with HIV who are uninsured and underserved.

**5.3 RWP Eligible Client:** An uninsured or underinsured LAC resident living with HIV whose income is at or below two hundred percent (200%) of the Federal Poverty Level. More information available at:

<https://www.federalregister.gov/documents/2024/01/17/2024-00796/annual-update-of-the-hhs-poverty-guidelines>.

**5.4 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.

## 6.0 RESPONSIBILITIES

### 6.1 COUNTY:

The County will administer the Contract according to Paragraph 6.16 of the Contract, Administration of Contract – County.

Specific duties include:

**6.1.1** Monitoring Contractor's performance in the daily operation of the Contract.

**6.1.2** Providing direction to Contractor in areas relating to policy, information and procedural requirements.

**6.1.3** Preparing amendments in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.



## **6.2 CONTRACTOR:**

Contractor must:

- 6.2.1** Provide services as described in this Statement of Work (SOW) to eligible RWP clients in LAC.

## **6.3 Contractor's Project Manager**

- 6.3.1** Contractor must provide a full-time Project Manager or designated alternate who County must be able to access during standard working hours of 8 a.m. to 5 p.m., Monday through Friday. Contractor will provide a telephone number where the Project Manager may be reached on an eight hour per day basis.
- 6.3.2** The Project Manager/alternate will act as a central point of contact with the County.
- 6.3.3** The Project Manager/alternate must have at least three years of experience providing social services to HIV positive clients.
- 6.3.4** The Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate in English, both orally and in writing.
- 6.3.5** The Project Manager must be physically located at Contractor's office within LAC.

## **6.4 Staffing**

- 6.4.1** Contractor will assign sufficient staff to perform the required work. At least one staff on site will be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2** Contractor must perform background checks of its employees, as set forth in Paragraph 6.16.4 of the Contract, Background and Security Investigations.
- 6.4.3** Contractor is responsible for ensuring that all staff remain in good standing, with proper certification and licensing, as required by law.
- 6.4.4** Contractor's staff must display non-judgmental, culture-affirming attitudes.
- 6.4.5** Prior to employment or provision of services, and annually (every 12 months) thereafter, Contractor must obtain and maintain documentation of tuberculosis screening for each employee, volunteer, subcontractor and consultant providing direct services to clients, according to Exhibit L of the Contract, Guidelines for Staff Tuberculosis Screening.
- 6.4.6** Contractor must 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.

## **6.5 Uniforms/Identification Badges**

**6.5.1** Contractor must ensure their staff are appropriately identified as set forth in Paragraph 6.16.3 of the Contract, Contractor's Staff Identification.

## **6.6 Training**

**6.6.1** Contractor must provide DHSP and/or State of California approved training programs for all new employees and continuing in-service training for all staff.

**6.6.2** All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.

## **6.7 Contractor's Office**

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance under the Contract. When the office is closed, an answering service must be provided to receive calls and take messages. Contractor must respond to calls received by the answering service within 24 hours of receipt of the call.

**6.7.1 Contractor's Facility:** Contractor must ensure that its facility remains in compliance with the terms outlined in its existing DHSP RWP service contract(s)..

### **6.7.2 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.

## **6.8 Guidelines on Materials Review**

**6.8.1** 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.

**6.8.2** Additional information about materials review and related guidelines can be found at:

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

and

<http://cdc-hiv-ps12-1201-content-review-guidance.pdf>

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

- 6.9.1** 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.
- 6.9.2** Contractor must utilize County's data management systems to enter client's demographic/resource data; enter service utilization data, medical and support service outcomes; and record linkages/referrals to other service providers and/or systems of care.
- 6.9.3** Contractor may enter data directly into the County's data management systems or send data electronically to the County's data management systems via an electronic data interface monthly.

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

- 6.10.1** 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.

## **6.11 Emergency Medical Treatment**

- 6.11.1** Contractor must arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury, whether at the client's service location or while being transported in Contractor's own vehicle. Contractor must never transport any client requiring emergency medical services.
- 6.11.2** Contractor must have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies will be provided to DHSP upon execution of the Contract.

## **6.12 County's Commission on HIV**

- 6.12.1** 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). It is Contractor's responsibility to view the Commission website (<http://hiv.lacounty.gov>) and where possible, participate in the discussions and respectful dialogue of the Commission to assist in the planning and operations of HIV prevention and care services in LAC.

## **6.13 Client Feedback**

- 6.13.1** All services provided under the Contract are subject to regular client feedback. Contractor must develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services.

- 6.13.2** 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.

**6.14 Ryan White Service Standards**

- 6.14.1** Contractor must develop policies and procedures to ensure that services to eligible clients are not denied based upon a client's:
- a. Inability to produce income documentation;
  - b. Non-payment of services (No fees will 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.

- 6.14.2** Contractor must develop a plan for provision of services to ensure that RWP eligible clients are not denied transportation services. This plan must include, but is not limited to:
- a. Contacting DHSP for any RWP eligible client who might be denied transportation services.
  - b. Maintaining files of transportation eligibility and policies;
  - c. Maintaining files on individuals who are refused services and the reason for the refusal.

- 6.14.3** 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. Discouraging hiring of persons with a criminal record, and persons being investigated by Medicare or Medicaid;
  - f. Anti-kickback policies with implications, appropriate uses, and application of safe harbor laws. Additionally, Contractor will comply with federal and State anti-kickback statutes, as well as the "Physician Self-Referral Law" or similar regulations; and

- g. Reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

## **6.15 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 I, Ryan White Program Eligibility Documentation and Verification) to ensure the individual is provided the widest range of needed medical and support services. This means Contractor must coordinate benefits and ensure 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, contractors must conduct a formal eligibility determination within a 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 are denied.

**6.15.1** Every 12 months, Contractor will verify the availability of client health insurance coverage (e.g., private coverage, Medi-Cal, Medicare, etc.).

**6.15.2** 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 (HAB) Policy Clarification Notice (PCN) 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.) For more information see:

<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/service-category-pcn-16-02-final.pdf>

- b. Proof of LAC residency every 12 months;
- c. Verification of client's income every 12 months;
  - 1) Low-income may be determined based on percent of Federal Poverty Level (FPL), which can be measured in several ways (e.g., Modified Adjusted Gross Income, Individual Annual Gross Income, and Household Annual Gross Income).

- d. A voluntarily signed and dated HIPAA-compliant Release of Information form (clients 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 in compliance with State and federal Law (annually).
- f. A signed and dated agency grievance procedures (annually).

\*Note: Transportation Services are limited to RWP eligible clients with incomes at 200% or less of the federal poverty level (FPL). For unique cases where RWP eligible clients with incomes above 200% FPL have a documented need for transportation services, Contractor may consult with DHSP's Transportation Services Program Manager and request a waiver of this requirement. Please see <https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines> for more information regarding FPL.

#### **6.16 Confidentiality of information**

Contractor must maintain minimum professional standards for handling confidential information, including providing employees with appropriate information regarding confidentiality guidelines and legal regulations. All activities performed under this Statement of Work will adhere to HIPAA regulations.

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

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

### **7.0 HOURS/DAY OF WORK**

Contractor will provide transportation services during hours that are the most effective and convenient for the population served. 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 [County-recognized holidays](#).

### **8.0 WORK SCHEDULES**

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

**8.2** Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County's Project Manager for review and approval within 30 working days prior to scheduled time for work.

## 9.0 SPECIFIC WORK REQUIREMENTS

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

**9.1 Arrange payment for Non-emergency Transportation:** Contractor will arrange payment for non-emergency transportation for eligible clients to and from RWP-funded service locations in LAC, as necessary in order to maintain health and well-being.

### 9.1.1 Approved modalities of transportation

Unless otherwise pre-approved by DHSP, transportation modalities are limited to:

- a. Municipal Transit (e.g., city buses, etc.);
- b. Local van/shuttle service;
- c. Taxi service;
- d. Ridesharing service;
- e. Rail services (commuter and light rail); and
- f. Existing vehicles currently in use for transportation of eligible RWP clients.

**9.2 Provide Transportation Coordination:** Contractor will provide for coordination of transportation activities for eligible RWP clients.

**9.2.1** Contractor must verify and document in the RWP eligible client's file the need for transportation, including whether the client has existing access to transportation (e.g. personal car, rides from family/friends, etc.) and the DHSP-approved appropriate transportation modality(ies) for the client:

**9.2.2 Assess transportation modality need and cost-effectiveness:** Contractor will assess the unique needs of each qualifying client and use its best judgement to determine which modality of transportation is appropriate. Contractor must consider the following: documented client level of need, benefit of respective transportation modality to the client, and cost effectiveness.

- a. Use of taxi and/or ridesharing services will only be utilized for clients who are unable to use public transit modalities due to health concerns, unreasonable/extraordinary travel times to and from the appointment, and/or lack of access to a public transit station/stop (e.g. client lives in a rural area with no access to public transit), etc.
- b. Contractor will develop written protocols and provide training to staff to assure that the most cost-effective transportation option is consistently used. Such protocols will assign priorities to the various transportation

options and direct Contractor staff to assess and consider options which both meets the client's need and is the most cost-effective.

**9.2.3** Arrange non-emergency transportation for clients: Contractor will assist clients in arranging transportation to any non-emergency RWP-funded service.

- a. Establish purchase agreements/payment accounts with transportation agencies and providers for the purpose of ordering and renewing TAP cards, train tickets, disabled identification cards, ridesharing, and taxi rides.
- b. For public transportation, Contractor may purchase cards on a monthly basis to provide the client access to public transportation in order to obtain nonemergency medical and social services. Fares will be reloaded onto TAP cards prior to the first of the month for clients who continue to qualify. Contractor will work with clients at the start of a given month to develop a monthly schedule of non-emergency medical and social service appointments and load TAP cards with exact fare to cover only those appointments. Contractor will track each client's schedule to ensure that clients keep appointments. Contractor will develop intervention plans with clients in instances where clients run out of fare due to using TAP cards for personal transport, resulting in missed appointments.
- c. For one-time rides utilizing ridesharing/taxis/van services, etc., Contractor will arrange for the client to be picked up from home/work and dropped off at a RWP-funded service location and brought back to home/work again in a timely manner.

**9.2.4** Support special transportation needs of clients: Contractor will arrange for transportation services that meet special needs of clients.

- a. Upon request in advance by the client, whenever possible Contractor will schedule drivers who speak the client's preferred language when utilizing taxi, rideshare, or van service.
- b. Contractor will work to accommodate client accessibility needs by:
  - i. Arranging for vehicles which are wheelchair accessible, able to accommodate passenger's wheelchair, equipped with wheelchair lifts, or possess the capability to store the wheelchair while in transit.
  - ii. Assisting eligible clients in completing and processing the disabled application entitled LAC Transit Operators Association (LACTOA) Reduced Fare Program in order to obtain a Disabled TAP



identification card - [tap reduced lactoa disabled application.pdf \(metro.net\)](#)

**9.3 Utilization of Contractor Vehicles:** If Contractor operates and maintains existing vehicles to transport clients to and from RWP-funded services, Contractor must establish and follow proper policies, procedures, and protocols, as follows:

**9.3.1 Maintain vehicles:** Contractor will ensure all existing vehicles utilized to provide the required services under this agreement are properly maintained to ensure safety, good operational condition, and cleanliness. Documentation of regular and preventive maintenance for all existing vehicles must be kept updated, filed, and available for DHSP review.

**9.3.2 Maintain valid driver's licenses:** Contractor will keep on file current valid driver's licenses for all drivers providing transportation in existing Contractor vehicles. Records must be available for DHSP review.

**9.3.3 Maintain trip log:** Contractor must maintain a current log of each trip provided to eligible clients utilizing existing vehicles keeping it available for DHSP review. Such log must include, but not be limited to:

1. Date of departure;
2. Time of departure;
3. Place of departure;
4. Destination;
5. Time of arrival;
6. Odometer readings at times of departure;
7. Times of arrival at destination;
8. Number of clients per trip; and
9. Client name(s).

**9.4 Maintain Ability to Bill Third-Party:** Contractor will bill any third-party payer source(s) (including public/private plans, such as those provided through Covered California, Medicare, or private plans) where available.

**9.5 Participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV Continuum of Care:** As a recipient of RWP funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care.

**9.6 Enter Referrals into DHSP Service Utilization Data System:** As a recipient of RWP funds, Contractor's referrals to and from organizations must be noted in the DHSP service utilization data system.

**9.7 Comply with all applicable laws and regulations:** Contractor must 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 laws.

## **10.0 GREEN INITIATIVES**

- 10.1** Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 10.2** Contractor will notify County’s Project Manager of Contractor’s new green initiatives prior to Contract commencement.

**Transportation Services for Eligible Ryan White Program Clients in Los Angeles County  
RFA No. 2024-010  
Ryan White Program Eligibility Documentation and Verification**

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

<b>RWP Eligibility Criteria</b>	<b>Types of Acceptable Verification</b>
<b>HIV Diagnosis (one of the following)</b>	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.
<b>Los Angeles County Residence (one of the following)</b>	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.
<b>Verification of Income (one of the following)</b>	1) Bank statement containing direct deposits from Social Security Disability Insurance, Social Security Administration, Veterans Affairs, 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.
<b>Verification of Insurance (one of the following)</b>	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.

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

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

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

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

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

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
  - 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.
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- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
  - 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
  - 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
  - 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
  - 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
  - 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
  - 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
  - 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
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- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
  - 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
  - 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
  - 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
  - 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
  - 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
  - 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
  - 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
  - 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
  - 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
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- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
  - 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
  - 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
  - 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
  - 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
  - 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
  - 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.
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**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

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

- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
    - 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
    - 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
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5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

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

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-

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permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
  - (b) The number of Individuals whose Protected Health Information is involved;
  - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
  - (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
  - (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
  - (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
  - (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
  - (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
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5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

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

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

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

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

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

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

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

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must

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require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
  - 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.
  - 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily
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producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

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

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

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

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

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

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

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- 9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

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

**13. BREACH NOTIFICATION TO INDIVIDUALS**

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- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
  - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
  - (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be
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responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

**14. INDEMNIFICATION**

- 14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
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16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

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

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

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

18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

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18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.

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

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

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

## **19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

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- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying
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Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.
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**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

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

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

PRINTED NAME: Click or tap here to enter text.

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

POSITION: [Click or tap here to enter text.](#)

# 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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



BabySafeLA.org

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

Click or tap here to enter text.

Company Name

Click or tap here to enter text.

Address

Click or tap here to enter text.

Internal Revenue Service Employer Identification Number

Click or tap here to enter text.

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: Click or tap here to enter text.

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**COUNTY'S ADMINISTRATION**

CONTRACT NO. Click or tap here to enter text.

**COUNTY'S PROJECT DIRECTOR:**

Name: Click or tap here to enter text.

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Title: Click or tap here to enter text.

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Address: Click or tap here to enter text.

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Click or tap here to enter text.

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Telephone: Click or tap here to enter text.

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Facsimile: Click or tap here to enter text.

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E-mail Address: Click or tap here to enter text.

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**COUNTY'S PROJECT MANAGER:**

Name: Click or tap here to enter text.

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Title: Click or tap here to enter text.

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Address: Click or tap here to enter text.

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Click or tap here to enter text.

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Telephone: Click or tap here to enter text.

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Facsimile: Click or tap here to enter text.

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E-mail Address: Click or tap here to enter text.

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**COUNTY'S PROJECT MONITOR:**

Name: Click or tap here to enter text.

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Title: Click or tap here to enter text.

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Address: Click or tap here to enter text.

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Click or tap here to enter text.

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Telephone: Click or tap here to enter text.

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Facsimile: Click or tap here to enter text.

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E-mail Address: Click or tap here to enter text.

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## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

CONTRACT NO. Click or tap here to enter text.

### CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

**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 on each such individual for the provision of such services; and
- "(ii) will impose the charge according to a schedule of charges that is made available to the public;
- "(C) in the case of individuals with an income greater than 100 percent of the official poverty line and not exceeding 200 percent of such poverty line, the provider will not for any calendar year, impose charges in an amount exceeding 5 percent of the annual gross income of the individual involved;
- "(D) in the case of individuals with an income greater than 200 percent of the official poverty line and not exceeding 300 percent of such poverty line, the provider will not for any calendar year, impose charges in an amount exceeding 7 percent of the annual gross income of the individual involved; and
- "(E) in the case of individuals with an income greater than 300 percent of the official poverty line, the provider will not, for any calendar year, impose charges in an amount exceeding 10 percent of the annual gross income of the individual involved.
- "(2) ASSESSMENT OF CHARGE-With respect to compliance with the assurance made under paragraph (1), a grantee or entity receiving assistance under this part may, in the case of individuals subject to a charge for purposes of such paragraph-
- "(A) assess the amount of the charge in the discretion of the grantee, including imposing only a nominal charge for the provision of services, subject to the provisions of such paragraph regarding public schedules and regarding limitations on the maximum amount of charges; and
- "(B) take into consideration the medical expenses of individuals in assessing the amount of the charge, subject to such provisions.
- "(3) APPLICABILITY OF LIMITATION ON AMOUNT OF CHARGE- The Secretary may not make a grant under section 2601 to an eligible area unless the eligible area agrees that the limitations established in subparagraphs (C), (D) and (E) of paragraph (1) regarding the imposition of charges for services applies to the annual aggregate of charges imposed for such services, without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, copayments, coinsurance, or other charges.
- "(4) WAIVER REGARDING SECONDARY AGREEMENT-The requirements established in paragraphs (1) through (3) shall be waived in accordance with section 2604(dx2)."

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

**A. Respectful Treatment**

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

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

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

**C. Make Treatment Decisions**

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

#### **D. Confidentiality and Privacy**

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

#### **E. Billing Information and Assistance**

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

#### **F. Patient/Client Responsibilities**

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

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

#### **For More Help or Information**

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

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

## EXHIBIT L

### 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 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.**



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

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



**Recipient Information (i)**

**Federal Award Information (www.usaspending.gov)**

1. Recipient Name

2. Vendor Customer Code (VCC)

3. Employer Identification Number (EIN)

4. Recipient's Unique Entity Identifier (ii)  
Data Universal Numbering System (DUNS)  
(www.SAM.gov)

5. Award Project Title

6. Project Director or Principal Investigator  
Name:  
Title:  
Address:  
  
E-mail:

7. Authorized Official  
Name:  
Title:  
Address:  
  
E-mail:

10. Federal Award Number (1)

11. Federal Award Date (iv)

12. Unique Federal Award Identification Number (FAIN) (iii)

13. Name of Federal Awarding Agency (xi)

14. Federal Award Project Title (x)

15. Assistance Listing Number (xii)

16. Assistance Listing Program Title (xii)

17. Is this Award R&D? (xiii)

Summary Federal Subaward Financial Information	
18. Budget Period Start Date (vi):	End Date:
19. Total Amount of Federal Funds Obligated by this Action (vii)	\$
20a. Direct Cost Amount	\$
20b. Indirect Cost Amount (xiv)	\$
20. Authorized Carryover	\$
21. Offset	\$
22. Total Amount of Federal Funds Obligated this Budget Period (viii)	\$
23. Total Approved Cost Sharing or Matching, where applicable	\$
24. Total Federal and Non-Federal Approved this Budget Period (ix)	\$
25. Projected Performance Period Start Date (v):	End Date:
26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$

**County Department Information (xi)**

8. County Department Contact Information  
Name:  
Title:  
Address:  
  
E-mail:

9. Program Official Contact Information  
Name:  
Title:  
Address:  
  
E-mail:

27. Authorized Treatment of Program Income

28. County Program Officer Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Signature/Date \_\_\_\_\_

**29. Remarks**