



Health Services
LOS ANGELES COUNTY

November 04, 2025



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

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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 OF A NEW AGREEMENT ASSOCIATED WITH IN-HOME
SUPPORTIVE SERVICES HEALTH PLAN COVERAGE
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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*"To advance the health of our patient
and our communities by providing
extraordinary care"*

SUBJECT

The County of Los Angeles's (LA County) Department of Public Social Services (DPSS) administers the State of California's In-Home Supportive Services (IHSS) program in LA County. The IHSS program services enable eligible persons who are 65 years of age or over, or legally blind, or disabled adults and children, to receive care so they can remain safely in their own homes. In order to provide health benefits to the eligible providers that deliver IHSS program services through Personal Assistance Services Council (PASC) and its provider network, DPSS and the Department of Health Services (DHS) request authority to execute a new agreement associated with the IHSS Health Plan with Local Initiative Health Authority of Los Angeles County (L.A. Care) or L.A. Care Joint Powers Authority (L.A. Care JPA), collectively the "L.A. Care Entities."

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS, or authorized designee, to: (a) execute the Homecare Workers Healthcare Services Financial Agreement (Agreement), substantially similar to Attachment I, with L.A. Care JPA effective upon execution through December 31, 2028, with an option to extend the contract term for up to two additional one-year periods and one six-month extension, for a maximum total contract term of five years and six months; (b) amend the Agreement to: add, delete, and/or modify certain terms and



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conditions of the Agreement to update or incorporate new State/Federal law and regulations, LA County provisions and other regulatory/contractual requirements; incorporate and/or revise non-substantive and administrative terms and conditions to make appropriate changes to the agreement language for clarity and efficiency (administrative, programmatic and operational); exercise the Agreement extension options; effect termination of the Agreement; increase and otherwise adjust the monthly capitation that will be subject to review and approval by DHS, County Counsel, and the Chief Executive Officer (CEO), provided that the Maintenance of Effort (MOE) is not impacted and the hourly health benefit rate remains below the maximum limit for LA County, which is subject to adjustments approved by the Board of Supervisors (Board); and (c) take any additional actions that are required by contract, law, regulation, rule, or guideline to enable DPSS to effectuate the relevant Agreement via amendment, with all actions subject to prior review and approval by County Counsel.

2. Delegate authority to the Director of DHS, or authorized designee, to: (a) negotiate, prepare and execute amendments to any and all agreements with the "L.A. Care Entities" by which either or both of the L.A. Care Entities administer the PASC-Services Employees International Union (SEIU) IHSS Health Plan, or DHS provides care to IHSS providers; (b) extend current agreements, including the Hospital Services Agreement and Participating Provider Agreement between DHS and the L.A. Care Entities, for three years through December 31, 2028, with an option to extend the contract term for up to two additional one-year periods and one six-month extension; (c) enter into new agreements including for the purpose of migrating the IHSS line of business involving DHS and either, or both, of the LA Care Entities; (d) add, delete, and/or modify certain terms and conditions of the agreement(s) to update or incorporate new State/Federal law and regulations, LA County provisions and other regulatory/contractual requirements; (e) amend the agreements referenced in this recommendation to incorporate and/or revise non-substantive and administrative terms and conditions to make appropriate changes to agreement language for clarity and efficiency (administrative, programmatic and operational); reflect new, or adjust current rates, or financial opportunities; revise and update the division of financial responsibilities to align with any changes to rates; and (f) take any additional actions as required by contract, law, regulation, rule, or guideline to enable DHS to effectuate the relevant amendments, with all actions subject to prior review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

On November 8, 2011, the Board authorized for DPSS to execute the initial Homecare Workers Healthcare Services Financial Agreement. With Board approval, subsequent amendments were executed that extended the Agreement through December 31, 2025, to ensure that health coverage for IHSS providers remained uninterrupted during the negotiations between DPSS and L.A. Care JPA. The agreement pertaining to Recommendation 1 has been re-negotiated by the parties and is now before the Board for consideration and approval.

Purpose/Justification

In November 2011, the Board approved the transfer of the Community Health Plan (CHP) lines of business, including the PASC-SEIU IHSS Health Plan, to L.A. Care. With delegated authority, DHS executed a Transition Safety Net (TSN) agreement handing the IHSS health plan, first to L.A. Care and then, via an amendment to the L.A. Care JPA in 2012. Since then, this arrangement has remained largely intact.

The PASC, the L.A. Care Entities, DPSS, and DHS IHSS-related efforts are tightly interwoven. The PASC contracts with L.A. Care JPA to offer the PASC-SEIU IHSS Health Plan. On behalf of the PASC, DPSS pays insurance premiums to L.A. Care JPA for that coverage with Federal and State revenue. DHS provides the IHSS MOE portion of the health benefits.

The PASC-SEIU IHSS Health Plan is structured through a suite of interrelated agreements, Memoranda of Understanding (MOUs), and financial transactions. The components include: (1) an agreement between DPSS and the PASC, including the following PASC responsibilities: administer registry services, provide access to consumer/provider training, administer the LA Back-Up Attendant Program and the State Back-Up Provider System, determine eligibility and administer IHSS provider health benefits, administer New Provider Enrollment Requirements for IHSS providers, and review of Criminal Background Investigation results for all new providers and subsequent arrest/convictions of records, as required by the provider enrollment regulations; (2) an agreement between the PASC and L.A. Care JPA related to the PASC-SEIU IHSS Health Plan benefits; (3) an MOU between DPSS and DHS related to the financing of the PASC-SEIU IHSS Health Plan benefits and the capitation payment; (4) an agreement between DPSS and the L.A. Care JPA related to the financing of the PASC-SEIU IHSS Health Plan where DPSS serves as the fiscal intermediary for the PASC in making the capitation payments on their behalf, consistent with an agreement between the PASC and the L.A. Care JPA for the PASC-SEIU IHSS Health Plan for eligible IHSS providers; (5) agreements between L.A. Care JPA and providers (including DHS) to deliver services to health plan members; and (6) an MOU between the PASC and the SEIU related to the health plan benefits. All these arrangements rest on a bedrock agreement: the TSN.

On September 2, 2025, the Board approved the motion entitled, "Raising the Wages of In-Home Supportive Services Home Care Workers" reallocating \$0.10 per hour from health benefits to the wage supplement in support of raising IHSS provider wages. The current health benefit rate is set at \$0.92 per hour and will be adjusted to \$0.82 per hour effective January 1, 2026, contingent on State approval. The proposed Agreement and related amendments must be administered in a manner consistent with these Board-directed wage and benefit changes.

Recommendations

Approval of the first recommendation will allow the Director of DPSS, or authorized designee, the flexibility to make the necessary contractual modifications to effectively administer the Agreement without returning to the Board. These actions include extending the term of the Agreement, adding, deleting, and/or changing non-substantive and administrative terms and conditions in the Agreement, modifying and approving necessary changes to terms and conditions, and increasing or adjusting the monthly capitation rate.

Approval of the second recommendation will continue the current delegated authority to allow the Director of DHS, or authorized designee, the flexibility to execute future amendments and make the necessary contractual modifications to effectively administer all agreements with the L.A. Care Entities by which either or both, of the L.A. Care Entities administer the PASC- SEIU IHSS Health Plan, or DHS provides care to IHSS providers. These actions include extending the term of the

Agreement, adding, deleting, and/or changing non-substantive and administrative terms and conditions in the Agreement, modifying and approving necessary changes to terms and conditions, and adjusting current rates as applicable.

Under the recommended actions, DPSS and DHS will have the authority to sustain IHSS providers' health benefits through the current vehicles: the PASC-SEIU IHSS Health Plan and its DHS-dominated provider network.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, North Star 1: Make Investments that Transform Lives, Focus Area Goal A – Healthy Individuals and Families, via Strategy II: Improve Health Outcomes, and Focus Area Goal D – Support Vulnerable Populations, via Strategy VII: Older Adults and People with Disabilities.

FISCAL IMPACT/FINANCING

The cost of the PASC-SEIU IHSS Health Plan is included in the IHSS MOE and is funded by LA County resources, as well as Federal and State revenues. The DPSS fiscal year (FY) 2025-26 Final Budget for this agreement is \$183.100 million and is included in the Department's annual budget. With the implementation of the new capitation rate effective October 1, 2025, the estimated expenditures for FY 2025-26 are \$277.841 million. The incremental increase of \$94.741 million will be addressed through the Mid-Year Budget Adjustment process. The estimated FY 2025-26 IHSS MOE portion for health benefits is \$32.820 million, which is provided by DHS and is included in the FY 2025-26 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Through the IHSS Program, IHSS providers provide domestic services, accompaniment to medical appointments and alternative resources, and personal care services to eligible persons who are 65 years of age or over, or legally blind, or disabled adults and children. IHSS providers are employed by IHSS recipients. The services IHSS providers provide allow the recipients to remain safely in their home.

In 1997, the California Legislature enacted a statute requiring counties to establish an Employer of Record (EOR) for IHSS providers (Welfare and Institutions Code (WIC) § 12301.6.) To comply with the legislature's instruction, the Board established the PASC. In 1999, LA County first contracted with the PASC. In its role as EOR, the PASC performs a variety of services critical to IHSS' functioning, including the administration of health benefits to IHSS providers. PASC ensures that IHSS providers laboring 74 hours or more per month for two consecutive months are eligible for health care coverage. The estimated FY 2025-26 average monthly IHSS Health Plan enrollment is 51,464.

The recommended Agreement will include the most current contractual provisions as required by the Board and CEO. The Agreement primarily consolidates prior amendments, integrates updated regulatory requirements and includes the existing mutual indemnification provision from the original

agreement.

County Counsel has approved Attachment I as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow continued access of IHSS providers to DHS' provider network and will allow the L.A. Care JPA to continue providing IHSS providers with health insurance. Without the recommended Agreement the Health Plan will no longer be able to function in its current form. Its continued presence is essential to ensure continued health coverage for IHSS providers.

Respectfully submitted,



Christina R. Ghaly, M.D.
Director



JACKIE CONTRERAS, Ph.D.
Director

CRG:JC:fl

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Department of Public Social Services



CONTRACT

BY AND BETWEEN

**THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

AND

L.A. CARE HEALTH PLAN JOINT POWERS AUTHORITY

FOR

**HOMECARE WORKERS HEALTHCARE SERVICES
FINANCIAL AGREEMENT**

XXXX 2025

Prepared By
The County of Los Angeles
Department of Public Social Services
Contract Development Division
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- B** County's Administration
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- D** Certificate of Compliance
- E** Pricing Schedule

**CONTRACT BETWEEN
THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
L.A. CARE HEALTH PLAN JOINT POWERS AUTHORITY
FOR
HOMECARE WORKERS HEALTHCARE SERVICES
FINANCIAL AGREEMENT**

This Contract (Contract) made and entered into on this ___ day of _____, 2025 by and between the County of Los Angeles (County), Department of Public Social Services (DPSS), hereinafter referred to as "DPSS" and L.A. Care Health Plan Joint Powers Authority (JPA), an independent public entity, hereinafter referred to as "Contractor" or "L.A. Care". L.A. Care is located at 1200 West 7th Street, Los Angeles, California 90017. County and L.A. Care may be referred to herein individually as "Party", and collectively as "Parties".

RECITALS

WHEREAS, under federal, State, and local law, County is charged with administering programs that provide services to individuals and families in financial need; and

WHEREAS, a program administered by the County is the In-Home Supportive Services (IHSS) Program, which helps pay for services provided to aged, blind or disabled individuals so that they may remain safely at home. Services are provided by an IHSS Provider; and

WHEREAS, pursuant to Welfare and Institutions Code Section 12301.6, the County Board of Supervisors has created a public authority, known as the Personal Assistance Services Council (PASC), to provide the delivery of IHSS to this population; and

WHEREAS, the PASC exists as an independent public entity, separate and apart from the County, and is deemed the employer of record for IHSS Providers for purposes of collective bargaining concerning wages and benefits, including but not limited to health benefits; and

WHEREAS, the Contractor, L.A. Care, licensed by the California Department of Managed Health Care, is an independent public agency, established by an agreement between the County of Los Angeles and the Local Initiative Health Authority for Los Angeles County pursuant to the Joint Exercise of Powers Act, Government Code Section 6500 *et seq.*; and

WHEREAS, L.A. Care and PASC have executed a separate contract entered into in February 2012 (PASC/L.A. Care Contract), that has been amended from time to time, for L.A. Care to provide or arrange for the provision of health care benefits to Eligible Enrolled IHSS Providers; and

WHEREAS, the Parties agree the County, on behalf of PASC, shall provide payment up to the amount stated herein for the IHSS Health Care Plan to L.A. Care. In return, pursuant to its separate contract with PASC, L.A. Care agrees to provide health care services to Eligible IHSS Providers; and

WHEREAS, at its full and sole discretion, and with L.A. Care's mutual agreement, the County reserves the right to adjust the monthly capitation rate; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through E are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B County's Administration
- Exhibit C Contractor's Administration

Unique Exhibits:

- Exhibit D Certificate of Compliance
- Exhibit E Pricing Schedule

This Contract constitutes the complete and exclusive statement of understanding between the Parties, and supersedes all previous contracts, written and oral, and all communications between the Parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) and signed by both Parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Breach:** Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Personally Identifiable Information (PII), whether electronic, paper, verbal, or recorded.
- 2.1.2 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.3 Business Days:** Monday through Friday, excluding County holidays.
- 2.1.4 Capitation Payments:** This is the maximum not to exceed the amount that the County agrees to pay L.A. Care on behalf of PASC based on the Capitation Payment Rate under the DPSS-PASC Contract. The Capitation Payment is calculated by multiplying the Capitation Payment Rate by the number of Eligible Enrolled IHSS Providers each month.
- 2.1.5 Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.6 Contract Administration and Monitoring Division:** The Department of Public Social Services' division responsible for this Contract.
- 2.1.7 Contractor or L.A. Care:** The entity that has entered into this Contract with DPSS to perform or execute the work covered by the Statement of Work. It is a publicly operated, community-accountable health plan that serves over 2,500,000 Los Angeles County Residents through low-cost health coverage programs.

- 2.1.8 Contractor Staff:** Those employees of the Contractor, Subcontractors, vendors and agents performing any functions for the Contractor that require access to and/or use of PII and that are authorized by the Contractor to access and use such PII.
- 2.1.9 Contractor’s Contract Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.10 County’s Contract Manager:** Person designated by the County’s Contract Director to manage the operations under this Contract.
- 2.1.11 County’s Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.12 County’s Contract 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 DPSS’ Contract Manager.
- 2.1.13 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 on the County’s website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.15 Department:** The County of Los Angeles, DPSS which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.16 Director:** Director of DPSS or their designee.
- 2.1.17 Eligible IHSS Provider:** A person who is authorized to work under the IHSS Program and works the minimum established number of hours, as determined by the Board, for two consecutive months.
- 2.1.18 Eligible Enrolled IHSS Provider:** An Eligible IHSS Provider who is enrolled in L.A. Care Health Plan. This person is referred to as an eligible “IHSS Provider” in the IHSS Home Care Workers Benefit Agreement” between PASC and L.A. Care Health Plan.

- 2.1.19 Fiscal Year:** The twelve-month period beginning July 1st and ending the following June 30th.
- 2.1.20 IHSS:** A State program administered by DPSS, which helps pay for services provided to eligible individuals so that they may remain safely at home. IHSS services are provided by IHSS Providers.
- 2.1.21 IHSS Recipient:** The person who has been determined to be eligible to receive IHSS services.
- 2.1.22 IHSS Program:** The section within DPSS responsible for administration of the IHSS Program including developing and issuing policies and procedures related to IHSS in Los Angeles County.
- 2.1.23 IHSS Provider:** The person who provides the services to the IHSS Recipient. California State Regulations refer to this person an “IHSS Provider”.
- 2.1.24 Parties:** DPSS and L.A. Care Health Plan.
- 2.1.25 Personally Identifiable Information (“PII”):** Personally Identifiable Information or PII shall mean the health, financial, demographic, and biometric information about an IHSS Provider enrolled in the PASC Plan that can be used, either alone or in combination with other information, to identify or trace the identity of such individual. PII includes any information that can be used to search for or reasonably identify the IHSS Provider, or can be used to access their files, including, but not limited to name, Social Security Number, Date of Birth, mother’s maiden name, driver’s license number, or PASC Plan identification number. PII also include any health or financial information that is linkable to the IHSS Provider. PII shall mean the same as “protected health information” or “personal health information” or “personally identifiable information” or “individually identifiable health information” or “medical information” as defined under HIPAA, 45 C.F.R., Sec. 160.103, Title XIII of the American Recovery and Reinvestment Act of 2009 and regulations and guidance promulgated thereunder (“ARRA”), also known as the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56-56.37, and regulations and guidance promulgated thereunder (CMIA). PII may be in different forms and formats, including but not limited to electronic, paper, and verbal.

- 2.1.26 Personal Assistance Services Council (PASC):** Exists as an independent entity, separate and apart from the County and serves as the employer of record for IHSS Provider in Los Angeles County for purposes of collective bargaining concerning wages and health benefits.
- 2.1.27 Statement of Work:** A written description of the work to be performed by the Contractor to meet the needs of DPSS, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.28 Subcontract:** An agreement by the Contractor to employ a Subcontractor to provide services to fulfill this Contract.
- 2.1.29 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** The Contractor, under its PASC/L.A. Care Contract, will be providing the health benefit plan to Eligible Enrolled IHSS Providers. The County shall make payments on behalf of the PASC for this benefit up to the amount and in the timeframes set forth in Paragraph 5.0, Contract Rates, Billing, and Payment, of this Contract.
- 3.2** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, goods, services and other work as set forth in the PASC/L.A. Care Contract and herein
- 3.3** If the 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 the Contractor, and the Contractor must have no claim whatsoever against DPSS.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be three years commencing after fully execution by parties, or January 1, 2026, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The Parties will have the option to extend this Contract term for up to two additional one-year periods and a six-month extension not to exceed six

additional months, for a maximum total Contract term of five years and six months. Each such extension option may be negotiated by Parties authorized representatives. Each such extension option will be made pursuant to Paragraph 8.1 (Amendments and Change Notices).

DPSS maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether DPSS will exercise a Contract term extension option.

- 4.3** The Contractor must notify DPSS when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DPSS at the address herein provided in Exhibit B (County's Administration).

5.0 CONTRACT RATES, BILLING, AND PAYMENT

5.1 Contract Rates - CONFIDENTIAL

The Contract's Capitation Payment Rate shall be [REDACTED] per Eligible Enrolled IHSS Provider in any given month. The number of Eligible Enrolled IHSS Providers shall be determined from a list of Eligible Enrolled IHSS Providers provided by PASC to the County.

5.1.1 Contract Rate Adjustment:

Parties may at the sole discretion of the County, upon mutual agreement, adjust the Capitation Payment Rate at any time throughout the term of this Contract pursuant to Paragraph 8.1 (Amendments and Change Notices).

5.2 Compliance with County Code Section 3.45.140

The Parties understand and acknowledge that Los Angeles County Code Section 3.45.140 prohibits PASC from augmenting health benefits or coverage which have the effect of creating an additional financial obligation of DPSS, without first obtaining County approval. Accordingly, the Parties understand and acknowledge that DPSS shall have no financial responsibility to pay for augmented health benefits or coverage in violation of County Code Section 3.45.140. The County understands and acknowledges that the Contractor may terminate this Contract pursuant to Paragraph 8.37 (Termination for Convenience) should the Contractor be required by law or regulation to augment health benefits or health coverage provided to IHSS Providers which augmentation has the effect of creating an additional financial obligation for the Contractor and for which Contractor's Capitation Payment Rate is not appropriately adjusted.

5.3 Written Approval for Reimbursement

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

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 PASC shall invoice DPSS only for IHSS Provider health care services Exhibit A (Statement of Work) and elsewhere hereunder. PASC must prepare invoices, which will include the charges owed to L.A. Care, JPA for IHSS Provider health care services.

5.5.2 PASC's monthly invoices must be priced in accordance with Exhibit E (Pricing Schedule). L.A. Care, JPA will be paid only for IHSS Provider health care services.

5.5.3 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of DPSS' Contract Manager prior to any payment thereof. In no event will DPSS be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.6.1 DPSS, 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 DPSS will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 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.

5.6.4 At any time during the duration of the Contract, a 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 the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit B (County's Administration). DPSS will notify the Contractor in writing of any changes as they occur.

6.2 Supervising County's Contract Administrator

The role of the Supervising County's Contract Administrator may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Contract Administrator

The role of DPSS' Contract Administrator is authorized to include:

6.3.1 Meeting with the Contractor's Contract Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor pursuant to this Contract and the PASC/L.A. Care Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

DPSS' Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Program Monitor

The role of DPSS' Contract Program Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. DPSS' Contract Program Monitor reports to DPSS' Contract Administrator.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit C (Contractor's Administration). The Contractor will notify DPSS in writing of any changes as they occur.

7.2 Contractor's Contract Manager

7.2.1 The Contractor's Contract Manager is designated in Exhibit C (Contractor's Administration). The Contractor must notify DPSS in writing of any change to Exhibit C (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Contract Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Contract Manager and County's Contract Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the right to request that Contractor remove from performing work under this Contract any member of the Contractor's staff performing

work hereunder and the right to be notified in writing as soon as possible of any proposed changes in the Contractor's staff, including, but not limited to, a change in the Contractor's Project Manager Contractor's Staff Identification. Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

The authority to execute Amendments varies between departments and types of contracts.

8.1.1 For any change which materially affects the scope of work, approved term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the DPSS Department Head or their designee.

8.1.2 For any change, which does not materially affect the scope of work, or any other term or condition included under this Contract, a Change Notice must be prepared and signed by the Contractor and DPSS.

8.1.3 The County's Board or Chief Executive Office or their designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. DPSS reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Office. To implement such changes, an Amendment to the Contract must be prepared and executed by the Parties.

8.1.4 The DPSS Department Head or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Parties.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify DPSS of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying DPSS of pending acquisitions/mergers, then

it should notify DPSS of the actual acquisitions/mergers as soon as the law allows and provide to DPSS the legal framework that restricted it from notifying DPSS prior to the actual acquisitions/mergers.

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's 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, DPSS reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any

extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly, as mutually agreed upon by the Parties and pursuant to applicable law. DPSS' notice to the Contractor regarding said reduction in payment obligation will be provided within thirty Calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Contract, the 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.

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

8.6 Compliance with Civil Rights Laws

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

- 8.6.1** That the Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2** That the Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3** That the Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4** 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.

8.7 Compliance with the County's Jury Service Program

8.7.1 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.

8.7.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its employees will receive from the 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 the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

- For purposes of this Paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with DPSS or a Subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or Subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by DPSS, or 2) the 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 the Contractor uses any Subcontractors to perform services for DPSS under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify DPSS if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. DPSS may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to DPSS’ satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- The Contractor’s violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 The 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. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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 DPSS. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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.

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the 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 the Contractor's minimum qualifications for the open position. For this purpose,

consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to:

- GAINSTART@DPSS.LACOUNTY.GOV
- BSERVICES@OPPORTUNITY.LACOUNTY.GOV

DPSS will refer qualified GAIN/START job candidates.

8.11 Contractor Responsibility and Debarment

8.11.1 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 DPSS' policy to conduct business only with responsible contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if DPSS acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, DPSS may, in addition to other remedies provided in the Contract, debar the 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 the Contractor may have with DPSS.

8.11.3 Non-Responsible Contractor

DPSS may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with DPSS or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with DPSS, 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.

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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. DPSS 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 interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five

years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 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 will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors, including the Contractor, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractors' place of business. Information and posters for printing are available at babysafela.org.

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from DPSS 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.

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

8.14 County's Quality Assurance Plan

DPSS or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. The Contractor's deficiencies which DPSS 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 DPSS and the Contractor. If improvement does not occur consistent with the corrective action measures, DPSS may terminate this Contract or impose other penalties as specified in this Contract.

8.15 Employment Eligibility Verification

8.15.1 The 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. The 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), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.15.2 The Contractor must indemnify, defend, and hold harmless, DPSS, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or DPSS 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.

8.16 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

DPSS and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each Party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.17 Fair Labor Standards

The Contractor must comply with all applicable provisions of the federal Fair Labor Standards Act and must indemnify, defend, and hold harmless DPSS 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 the Contractor's employees for which DPSS may be found jointly or solely liable.

8.18 Force Majeure

8.18.1 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, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such Party or any of such Party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party (such events are referred to in this Paragraph as "force majeure events").

8.18.2 Notwithstanding the foregoing, a default by a Subcontractor of the Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of such Subcontractor, and without any fault or negligence of such Subcontractor. In such case, the Contractor will not be liable for failure to perform, unless the goods or services can be furnished using Contractor's commercially reasonable best efforts. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

8.18.3 In the event the Contractor's failure to perform arises out of a force majeure event, the 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.

8.19 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The 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 Los Angeles County.

8.20 Independent Contractor Status

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

8.20.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. DPSS 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 the Contractor.

8.20.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the

Contractor and not employees of DPSS. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21 Indemnification

8.21.1 The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the Contractor's performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CONTRACTOR, its Board, officers, agents or employees.

8.21.2 The COUNTY shall indemnify, defend and hold harmless the CONTRACTOR, its Board, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the County's performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the COUNTY, its trustees, officers, agents or employees.

8.22 General Provisions for all Insurance Coverage

8.22.1 Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.21 (Indemnification) and 8.22 (General Provisions for all Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. DPSS in no way warrants that the Required Insurance is sufficient to protect

the Contractor for liabilities which may arise from or relate to this Contract.

8.22.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to the County not less than ten Days prior to the Contractor's policy expiration dates. DPSS reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- Neither DPSS' failure to obtain, nor the DPSS' receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Public Social Services
Contract Management Division-Section X
12900 Crossroads Parkway South

City of Industry, CA 91746
Attention: County Contract Administrator

- The Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also must promptly notify the County of any third-party claim or suit filed against the 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 the Contractor and/or the County.

8.22.3 Additional Insured Status and Scope of Coverage

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

8.22.4 Cancellation of or Changes in Insurance

The Contractor must provide the County with, or the Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least ten 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 the

Contract, in the sole discretion of DPSS, upon which DPSS may suspend or terminate this Contract.

8.22.5 Failure to Maintain Insurance

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

8.22.6 Insurer Financial Ratings

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

8.22.7 Contractor's Insurance Must Be Primary

The Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.22.8 Waivers of Subrogation

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

8.22.9 Subcontractor Insurance Coverage Requirements

The Contractor must include all Subcontractors as insureds under the Contractor's own policies or must provide the County with each Subcontractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and must require that each

Subcontractor name DPSS and Contractor as additional insureds on the Subcontractor's General Liability policy. The Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.22.10 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate DPSS to pay any portion of any Contractor deductible or SIR. DPSS retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as it respects to DPSS, or to provide a bond guaranteeing the 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.

8.22.11 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. The Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

8.22.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.22.13 Separation of Insureds

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

8.22.14 Alternative Risk Financing Programs

DPSS reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. DPSS and its Agents must be designated as an Additional Covered Party under any approved program.

8.22.15 County Review and Approval of Insurance Requirements

DPSS reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures and the mutual agreement of Contractor.

8.23 Insurance Coverage

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

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

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

8.23.3 Workers Compensation (WC) and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or 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 DPSS as the Alternate Employer. The written notice must be provided to the County at least ten 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 the Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers

or workmen's compensation law or any federal occupational disease law.

8.23.4 Unique Insurance Coverage

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of the Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. DPSS and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.24 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must immediately be extended to DPSS.

8.25 Nondiscrimination and Affirmative Action

8.25.1 The 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.

8.25.2 The Contractor certifies to DPSS each of the following:

- That the Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That the Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That the Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- 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.

- 8.25.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.25.4** The 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.
- 8.25.5** The 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 Contract, program, or activity supported by this Contract.
- 8.25.6** The Contractor will allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by DPSS.
- 8.25.7** If DPSS finds that any provisions of this Paragraph have been violated, such violation will constitute a material breach of this Contract upon which DPSS may terminate or suspend this Contract. While DPSS reserves the right to determine independently, after an investigation or audit, that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the Contractor has violated

federal or State anti-discrimination laws or regulations will constitute a finding by DPSS that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.26 Non Exclusivity

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

8.27 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.

8.28 Notice of Disputes

The Contractor must bring to the attention of DPSS' Contract Manager and/or the County's Contract Director any dispute between DPSS and the Contractor regarding the performance of services as stated in this Contract. If DPSS' Contract Manager or County's Contract Director is not able to resolve the dispute, the Director or designee will resolve it.

8.29 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 B (County's Administration) and C (Contractor's Administration). Addresses may be changed by either Party giving ten Days prior written notice thereof to the other Party. The Director or designee will have the authority to issue all notices or demands required or permitted by DPSS under this Contract.

8.30 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and DPSS 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.

8.31 Public Records Act

8.31.1 Any documents submitted by the Contractor and all information obtained in connection with DPSS' right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.33 (Record Retention and Inspection-Audit Settlement) of this Contract shall remain the exclusive property of the Contractor, provided that DPSS shall have a royalty-free, perpetual, non-transferrable license to use such documents for its internal purpose. All such documents become a matter of public record and will be regarded as public records except as provided in the California Government Code Section 7921.000 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary,". DPSS 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 an order issued by a court of competent jurisdiction.

8.31.2 If DPSS receives a Public Records Act request for any records in its possession that is related to this Contract including any documents submitted by Contract pursuant to Paragraph 8.34 (Record Retention and Inspection-Audit Settlement), prior to releasing the document, DPSS shall notify the Contractor of the request. In the event DPSS 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", the Contractor agrees to defend and indemnify DPSS from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.32 Publicity

8.32.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, DPSS will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of DPSS without the prior written consent of DPSS' Contract Director.

8.32.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with DPSS, provided that the requirements of this Paragraph will apply.

8.32.3 Notwithstanding the above, Paragraph 8.30 (Prohibition Against Inducement or Persuasion) will not apply to Contractor's web content created and published to meet obligations of the PASC/L.A. Care Contract.

8.33 Record Retention and Inspection-Audit Settlement

8.33.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that DPSS, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to DPSS during the term of this Contract and for a period of five years thereafter unless DPSS' written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at DPSS' option, the Contractor will pay DPSS for travel, per diem, and other costs incurred by DPSS to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.33.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within 30 Days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, DPSS will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.33.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which DPSS may terminate or suspend this Contract.

8.33.4 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of DPSS conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that DPSS's dollar liability for any such work is less than payments made by DPSS to the Contractor, then the difference must be either: a) repaid by the Contractor to DPSS by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from DPSS, whether under this Contract or otherwise. If such audit finds that DPSS' dollar liability for such work is more than the payments made by DPSS to the Contractor, then the difference will be paid to the Contractor by DPSS by cash payment, provided that in no event will DPSS' maximum obligation for this Contract exceed the funds appropriated by DPSS for the purpose of this Contract.

8.34 Recycled Bond Paper

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.35 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to DPSS under any other provision of this Contract, failure of the Contractor to cure such

default within 90 Calendar Days of written notice will be grounds upon which DPSS may terminate this Contract pursuant to Paragraph 8.37 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.36 Termination for Convenience

8.36.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by DPSS, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to the 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.

8.36.2 After receipt of a notice of termination and except as otherwise directed by DPSS, the Contractor must:

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

8.36.3 This Contract may be terminated when such action is deemed by the Contractor, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by notice of termination to the DPSS specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 30 Days after the notice is sent.

8.36.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.33 (Record Retention and Inspection-Audit Settlement).

8.37 Termination for Default

8.37.1 DPSS may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Director:

- The Contractor has materially breached this Contract; or

- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- The 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 90 Days (or such longer period as DPSS may authorize in writing) after receipt of written notice from DPSS specifying such failure.

8.37.2 In the event that DPSS terminates this Contract in whole or in part as provided in Paragraph 8.37.1, DPSS may procure, upon such terms and in such manner as DPSS may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to DPSS for any and all excess costs incurred by DPSS, as determined by DPSS, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.37.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.37.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of DPSS in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.37.4 If, after DPSS has given notice of termination under the provisions of Paragraph 8.37 (Termination for Default) it is determined by DPSS that the Contractor was not in default under the provisions of Paragraph 8.37 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.41.3, the rights and obligations of the Parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.36 (Termination for Convenience).

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

8.38 Termination for Improper Consideration

8.38.1 DPSS may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, DPSS will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.38.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.39 Termination for Insolvency

8.39.1 DPSS may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for 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 the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

8.40 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.41 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, DPSS will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of DPSS' future fiscal years unless and until the County's 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 of the last Fiscal Year for which funds were appropriated. DPSS will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.42 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.

8.43 Waiver

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

8.44 Warranty Against Contingent Fees

8.44.1 The 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 the Contractor for the purpose of securing business.

8.44.2 For Breach of this warranty, DPSS will have the right to terminate this Contract upon 30 Days written notice to Contractor and provided that such Breach is not cured within such notice period and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such amounts prohibited under Paragraph 8.44.1 above.

8.45 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the Contractor qualifies for an exemption or exclusion, the 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.

8.46 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.45 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default

within ten Days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.47 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten Days before every statewide election, every Contractor and Subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.48 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that DPSS has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

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

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

8.49 Compliance with Fair Chance Employment Hiring Practices

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

8.50 Compliance with the County Policy of Equity

The Contractor acknowledges that DPSS 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/>). The Contractor further acknowledges that DPSS strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic,

and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the 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 the Contractor to termination of contractual agreements as well as civil liability.

8.51 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor (Proposer/Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of DPSS. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in DPSS solicitation or the termination or cancellation of any resultant County contract.

8.52 Injury and Illness Prevention Program

The Contractor will be required to comply with the State of California Occupational Safety and Health Act of 1973 (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 that addresses hazards pertaining to the particular workplace covered by the program.

8.53 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

The Contractor and its Subcontractors, will comply with California Government Code section 84308, as applicable.

Where applicable, by executing this Contract, the Contractor represents and warrants that neither it nor any of its agents shall make a contribution of more than \$250 to any County officer for 12 months following the Effective Date of the Contract.

Failure to comply with the provisions of this Paragraph, may be a material breach of this Contract as determined in the sole discretion of DPSS.

9.0 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 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 8.1	Amendments and Change Notices
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.17	Fair Labor Standards
Paragraph 8.18	Force Majeure
Paragraph 8.19	Governing Law, Jurisdiction, and Venue
Paragraph 8.21	Indemnification
Paragraph 8.22	General Provisions for all Insurance Coverage
Paragraph 8.23	Insurance Coverage
Paragraph 8.29	Notices
Paragraph 8.33	Record Retention and Inspection-Audit Settlement
Paragraph 8.36	Termination for Convenience
Paragraph 8.37	Termination for Default
Paragraph 8.42	Validity
Paragraph 8.43	Waiver
Paragraph 8.51	Prohibition from Participation in Future Solicitation
Paragraph 8.53	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.0	Survival

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES

By: _____
Jackie Contreras, Ph.D.,
Director

_____ Date

**LOCAL INITIATIVE HEALTH AUTHORITY FOR LOS ANGELES COUNTY
D.B.A. L.A. CARE HEALTH PLAN JPA**

By: _____
Martha Santana Chin
Chief Executive Officer

_____ Date

By: _____
Acacia B. Reed
Chief Operating Officer

_____ Date

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: _____ Date: _____
Melinda White-Svec
Deputy County Counsel

STATEMENT OF WORK

1.0 GENERAL

1.1 Scope of Work

The Contractor shall provide all personnel, materials, supervision and other items or services necessary to meet the requirements of this Contract.

In accordance with the County-PASC Agreement, The Contractor shall be paid by the Department of Public Social Services, acting as fiduciary intermediary, for the services covered under the separate PASC/L.A. Care Contract.

1.2 Monitoring

The County shall monitor the Contractor's performance under this Contract to ensure the Contractor's adherence to all Contract provisions herein.

1.2.1 Government Observations – federal, State and/or County personnel approved by County administrative management personnel, in addition to departmental staff, may observe performance activities, documents under this Contract at any time during monitoring hours as identified in Exhibit A, Statement of Work, Paragraph 1.2 (Monitoring), Paragraph 1.2.3 (Monitoring Hours). However, these personnel may not unreasonably interfere with the Contractor's performance.

1.2.2 Monitoring Notification - Prior to any on-site observation of the Contractor's performance activities under this Contract, the County shall provide the Contractor with reasonable prior written notice of the time and date of an onsite inspection or request for documents for offsite inspection, but in no event, less than ten Business Days' notice.

At the time of the above written notice, the County shall use its best efforts to provide the Contractor with a list of the tasks, deliverables, goods, services or other work, provided by or on behalf of the Contractor under this Contract, subject to inspection by the County.

1.2.3 Monitoring Hours - Subject to the notice requirements in Paragraph 1.2.1 (Government Observations) above, the Contractor shall be available for monitoring activities Monday through Friday 8:00 a.m. to 5:00 p.m. except on County Observed Holidays.

1.2.4 Contract Discrepancy Reports - In the event of a discrepancy, DPSS' Contract Administrator (CCA) will issue a Contract Discrepancy Report (CDR) to the Contract Manager. The Contract Manager shall

respond in writing to the CDR within ten Business Days from the date of receipt of the report. The Contractor is assumed to have received the CDR three Business Days from the date of the CDR, or three Business Days from the post mark on the envelope (if postmark is later than date of report).

If the discrepancy is not eventually resolved to DPSS' satisfaction, the County may terminate this Contract or impose other actions as specified in this Contract, in which event the Contractor's rights and remedies under law are preserved, including a claim of Breach of Contract.

1.3 Contractor Responsibilities

- 1.3.1 The Contractor shall, upon receipt of verification of all IHSS Providers eligible for the health care plan in any given month, comply with the PASC Agreement.

As a condition of receiving payment from DPSS acting as the fiduciary intermediary on behalf of PASC under this Contract, the Contractor shall meet all of Contractor's obligations and responsibilities as set forth in this Contract.

- 1.3.2 All Contractor Staff shall be qualified in accordance with all federal, State, and local laws, ordinances, regulations and requirements applicable hereto.

- 1.3.3 The Contractor shall establish and utilize a comprehensive Quality Control Plan applicable to Contractor's responsibilities under this Contract to assure DPSS of a consistently high level of service quality throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval prior to the onset of this Contract. The Plan shall be effective on the Contract start date and shall be updated and re-submitted for CCA approval as change occur. The Plan shall include, but not be limited to, the following:

1.3.3.1 The method for ensuring the services, deliverables, and requirements defined in this Contract are being provided at or above the level of quality agreed upon by DPSS and the Contractor.

1.3.3.2 A commitment to provide to DPSS upon request a record of all inspections, the corrective action taken, the time the problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action with respect to services required under this Contract.

- 1.3.3.3 The method for continuing to provide services to DPSS in the event of a strike or other labor action of the Contractor's employees.
- 1.3.4 The plan required by this Paragraph shall not include a Quality Control Plan related to the provision of health care services to IHSS Providers pursuant to the PASC Agreement or as may be required under the Knox-Keene Act.

1.4 County Responsibilities

- 1.4.1 The County shall, in accordance with all statutory and regulatory requirements, continue to administer the IHSS Program for all eligible IHSS Recipient in Los Angeles County.
- 1.4.2 The County has sole authority for the determination of IHSS Recipient eligibility for IHSS and the number of hours of service each eligible recipient shall receive.
- 1.4.3 The County shall, in accordance with all statutory and regulatory requirements, obtain matching state and federal funds required to partially or completely offset the costs associated with the provision of health care to Eligible IHSS Providers enrolled in the L.A. Care Health Plan, in Los Angeles County.
- 1.4.4 The County will pay Capitation Payments directly to Contractor, on behalf of PASC, within ten Business Days upon receipt of invoice from PASC.

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT SECTION MANAGER

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MANAGER

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile _____

E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile _____

E-Mail Address: _____

CONTRACT PROGRAM MONITOR

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CERTIFICATION OF COMPLIANCE

Contractor certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Attestation of Willingness to Consider GAIN-START Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN-START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A – program not available
6	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “Contractor”, as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program.

			<input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
7	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption:

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THIS EXHIBIT IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

PRICING SCHEDULE

The Capitation Payment Rate shall be [REDACTED] per Eligible Enrolled IHSS Provider, for health care plan coverage in any given month. The cost is anticipated to be [REDACTED] each contract month, dependent upon the number of Eligible Enrolled IHSS Providers.