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BOARD OF SUPERVISORS

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August 11, 2026

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

Dear Supervisors:

**APPROVAL TO EXECUTE NEW CONTRACTS FOR RESIDENTIAL CARE SERVICES FOR
ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN
LOS ANGELES COUNTY
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute new contracts for Residential Care Services for Eligible Ryan White Program Clients, effective September 1, 2026, through February 28, 2029, and delegated authority to extend through February 29, 2032.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute four new contracts, substantially similar to Exhibit I, with the agencies listed in Attachment A, selected under a competitive solicitation process, for Residential Care Services (RCS) for Eligible Ryan White Program (RWP) Clients in Los Angeles County (LAC), effective September 1, 2026, through February 28, 2029, for a total maximum obligation of \$18,208,518, 100 percent funded by the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), Ryan White Program (RWP) Part A funds, Assistance Listing Number 93.914, HRSA Ending the HIV Epidemic funds, Assistance Listing Number 93.686 and California Department of Public Health (CDPH), RWP Part B funds, Assistance Listing Number 93.917.
2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contracts that: a) extend the terms through February 29, 2032, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; b) allow the rollover of unspent contract funds, if allowable by the grantor; c) provide an increase or

decrease in funding above or below the annual base maximum obligation based on the availability of federal, State, and/or County resources, effective upon date of execution or beginning of applicable funding period; d) reallocate funds between budgets; e) update the statement of work, as necessary; and f) correct errors in the contract's terms and conditions, and make other administrative changes, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts to: a) authorize modifications to the budget with corresponding modifications to the statement of work, that are within the same scope of services, as necessary; b) make modifications to Contractor's or County's administration; and c) make changes to hours of operation and/or service locations.

4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any contract upon issuing a written notice to the contractor if the contractor fails to fully comply with contractual requirements, and terminate contracts for convenience, including cancellation without cause and in response to federal, State, or County budget reductions, by providing written notice to the contractor of either 30 calendar days or 10 calendar days, as applicable, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute four new contracts for RCS, as identified in Attachment A, to provide RCS for RWP-eligible persons living with HIV (PLWH). These services address housing-related barriers that negatively impact health outcomes, continuity of care, and viral suppression. Stable, supportive residential care plays a critical role in improving treatment adherence, reducing forward transmission of HIV, and enhancing overall health and well-being for vulnerable PLWH.

Approval of Recommendations 2 and 3 will allow Public Health to execute amendments to the contracts to extend the terms; rollover unspent funds; increase or decrease funding above or below the annual base maximum obligation; reallocate funds between budgets; update the statement of work; correct errors in the contract's terms and conditions, and make other administrative changes, as necessary; execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work, modify administration and/or changes to hours of operation and/or service locations.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate any contract if a contractor fails to perform and/or fully comply with contractual requirements, and to terminate any contract for convenience, including cancellation without cause and in response to federal, State, or County budget reductions, by providing written notice to the contractor of either 30 calendar days or 10 calendar days, as applicable.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total maximum obligation for the contracts is \$18,208,518, as detailed in Attachment A, effective September 1, 2026, through February 28, 2029, 100 percent funded by HRSA, RWP Part A, EHE, and CDPH, RWP Part B funds.

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

Funding for these contracts is included in Public Health's Final Adopted Budget for fiscal year (FY) 2026-2027 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

As required under Board Policy 5.120 on July 2, 2026, your Board was notified of Public Health's intent to request delegated authority to increase or decrease the annual maximum obligation beyond the standard 10 percent for RCS. Due to delays in federal award notices for HRSA Part A and Ending the HIV Epidemic funding, Public Health must maintain the flexibility to adjust HIV Care contract funding levels as federal resources become available or are reduced. In the absence of additional County departmental resources to offset funding fluctuations, expanded delegated authority will allow Public Health to respond promptly to funding changes, maintain continuity of critical HIV Care services, maximize available grant revenue, and reduce the need for multiple Board actions.

CONTRACTING PROCESS

On May 7, 2026, Public Health released a Request for Applications (RFA) for RCS services to solicit qualified contractors to provide RCS services to eligible RWP Clients. Responses to the RFA were due to Public Health on June 11, 2026.

The contracting opportunity announcement (Attachment B) was posted on the County website, and a Notice of Intent to release the RFA was also sent by electronic mail to Public Health's internal list of RCS contractors.

Public Health received five applications by the submission deadline. The applications were reviewed by subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the RFA solicitation process. As a result of this process, Public Health is recommending contracts for four Applicants.

On July 9, 2026, notifications of the RFA results were sent to the recommended Applicants (Attachment A). Public Health subsequently obtained a Letter of Intent from each of the recommended Applicants.

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

The Honorable Board of Supervisors

8/11/2026

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to award new contracts to support the delivery of RCS services for eligible RWP clients in LAC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Barbara Ferrer".

Barbara Ferrer, PhD, MPH, MEd

Director

BF:bgc

08735

Enclosures

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

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS - RESIDENTIAL CARE SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY

Contractor		Contract No.	Term 1 Annual Maximum Obligation 9/1/26-2/28/27 (6 months)	Term 2 Annual Maximum Obligation 3/1/27-2/29/28	Term 3 Annual Maximum Obligation 3/1/28-2/28/29	Total Maximum Obligation (Term 1 + Term 2 + Term 3)	Service Planning Area(s) of Sites	Supervisory District(s) of Sites
RESIDENTIAL CARE SERVICES - FUNDING SOURCE: HRSA RWP Part A, RWP B and HRSA EHE								
1	APLA Health & Wellness	PH-006258	\$ 1,458,129	\$ 2,916,257	\$ 2,916,257	\$ 7,290,643	8	3
2	Project New Hope	PH-006257	\$ 1,067,835	\$ 2,135,670	\$ 2,135,670	\$ 5,339,175	2, 4, 8	1, 3, 4
3	Tarzana Treatment Centers, Inc.	PH-006256	\$ 425,000	\$ 850,000	\$ 850,000	\$ 2,125,000	1, 2, 4	3, 5
4	The Salvation Army	PH-006255	\$ 690,740	\$ 1,381,480	\$ 1,381,480	\$ 3,453,700	4	1
Grand Total			\$ 3,641,704	\$ 7,283,407	\$ 7,283,407	\$ 18,208,518		



CONTRACTING OPPORTUNITY*

RFA NUMBER: DPH-RFA-2026-006

RFA TITLE: Residential Care Services for Eligible Ryan White Program Clients in Los Angeles County

RELEASE/OPEN DATE: May 7, 2026

CLOSING/DUE DATE: June 11, 2026

*Visit websites indicated below for additional information and updates.

The County of Los Angeles Department of Public Health (Public Health) announces the release of a Request for Applications (RFA) to provide residential care services for eligible Ryan White Program (RWP) clients in Los Angeles County. The RFA is open to current DHSP contractors providing residential care services which address housing-related barriers that negatively impact health outcomes, continuity of care, and viral suppression. Funding will be available under four categories:

(1) Residential Care Facilities for the Chronically Ill, (2) Transitional Residential Care Facilities, (3) Substance Use Disorder Transitional Housing, and (4) Emergency Rental Assistance.

Minimum Mandatory Requirements

Interested vendors who meet the minimum mandatory qualifications listed in the RFA are invited to respond to the RFA by submitting an application by the closing/due date. Please click the links below to review the minimum mandatory requirements identified in Section 3.0 of the RFA.

Next Steps for Interested Vendors

- ✓ Register at <http://camisvr.co.la.ca.us/webven>
- ✓ Review the RFA for additional information, requirements, submission information, and updates at:
 - <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION >	APLA Health & Wellness		Project New Hope		The Salvation Army		Tarzana Treatment Center	
Total Number of Employees in California	392		27		4,365		1,081	
Total Number of Employees (including owners)	392		27		7953		1,081	
	Male	Female	Male	Female	Male	Female	Male	Female
Race/Ethnic Composition: Owners/Partner/Associate Partners								
Black/African American	27	32	0	2	0	0	0	1
Hispanic/Latino	76	130	1	17	0	0	2	3
Asian or Pacific Islander	11	20	0	0	0	0	0	0
Native Americans	1	1	0	0	0	0	0	0
Subcontinent Asian	0	0	0	1	0	0	0	0
White	52	42	0	6	0	0	4	6
Race/Ethnic Composition: Percentage of How Ownership of the Firm is Distributed								
Black/African American	7%	8%	0%	8%	0%	0%	0%	6%
Hispanic/Latin American	19%	33%	1%	66%	0%	0%	13%	19%
Asian or Pacific Islander	3%	5%	0%	0%	0%	0%	0%	0%
Native Americans	0%	0%	0%	0%	0%	0%	0%	0%
Subcontinent Asian	0%	0%	%	4%	0%	0%	0%	0%
White	13%	11%	6%	22%	0%	0%	25%	38%
Current Certification as Minority								
Minority								
Women								
Disadvantaged								
Disabled Veteran								
LGBTQQ								

Contract No. PH-



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**RESIDENTIAL CARE SERVICES FOR ELIGIBLE RYAN WHITE
PROGRAM CLIENTS**

Contract No. PH-_____

**DEPARTMENT OF PUBLIC HEALTH
RESIDENTIAL CARE SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS
SERVICES CONTRACT**

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EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Budget(s)
- Exhibit C – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit D – County's Administration
- Exhibit E – Contractor's Administration
- Exhibit F – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit G – Information Security and Privacy Requirements
- Exhibit H - Requirements Regarding Imposition of Charges for Services
- Exhibit I – People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit J – Guidelines for Staff Tuberculosis Screening
- Exhibit K – Notice of Federal Subaward Information

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
RESIDENTIAL CARE SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM
CLIENTS
CONTRACT**

THIS CONTRACT "Contract" is made and entered into on (Execution Date),
by and between THE COUNTY OF LOS ANGELES
(hereafter "County")

and Click or tap here to enter text.
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on August 11, 2026, the Board delegated authority to the County's Director of the Department of Public Health ("Public Health"), or duly authorized designee (hereafter jointly referred to as "Director"), to execute contracts for residential care services to preserve and protect the public's health; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, the County has established Division of HIV and STD Programs (hereafter "DHSP") under the administrative direction of Public Health; and

WHEREAS, DHSP is responsible for overseeing Ryan White Program; and

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

WHEREAS, the County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Assistance Listing Number (ALN) 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and subsequent reauthorizations of the Act (hereafter "Ryan White Program" or "RWP") Part A funds, Health Resources and Services Administration Ending the HIV Epidemic funds, ALN 93.686 and Ryan White Program Funds Part B ("RWP Part B") HIV Care, ALN 93.917, of which a portion has been allocated to this Contract; and

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

WHEREAS, funds received under RWP programs and services will be utilized to supplement, not supplant, State, federal, or local funds made available to Contractor to provide HIV-related services to individuals with HIV disease; and

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

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide residential care services for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, I, J and K are attached to and form a part of this Contract.

Exhibits

- Exhibit A – Statement(s) of Work
- Exhibit B – Budget(s)
- Exhibit C – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit D – County's Administration
- Exhibit E – Contractor's Administration
- Exhibit F – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit G – Information Security and Privacy Requirements
- Exhibit H - Requirements Regarding Imposition of Charges for Services

Exhibit I – People with HIV/AIDS Bill of Rights and Responsibilities
 Exhibit J – Guidelines for Staff Tuberculosis Screening
 Exhibit K – Notice of Federal Subaward Information

2. **DEFINITIONS:**

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

- 2.1 Amendment: Any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract.
- 2.2 Board of Supervisors (Board): The Board of Supervisors of the County, acting as governing body.
- 2.3 Contract: This agreement executed between the County and Contractor setting forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (Exhibit A).
- 2.4 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by this Contract.
- 2.5 Contractor's Project Manager: The person designated by Contractor to administer the operations under this Contract.
- 2.6 County's Project Director: Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 County's Project Manager: Person designated by the County's Project Director to manage the operations under this Contract.
- 2.8 County's Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract, and responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.9 County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County

observed holidays may be found here:

<https://lacounty.gov/government/about-la-county/about/>.

- 2.10 Day(s): Calendar day(s) unless otherwise specified.
- 2.11 Department: The County of Los Angeles Department of Public Health, which is entering into this Contract on behalf of the County.
- 2.12 Director: Director of the Department of Public Health, or designee.
- 2.13 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.14 Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.
- 2.15 Subcontract: An agreement by Contractor to employ a subcontractor to provide services to fulfill requirements of this Contract.
- 2.16 Subcontractor: Any individual, person(s), sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3. DESCRIPTION OF SERVICES:

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

4. TERM OF CONTRACT:

This Contract is effective September 1, 2026 and will continue in full force and effect through February 28, 2029, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County will have the sole option to extend this Contract term up to three additional years, for a maximum total Contract term of five years and five months.

Contractor must notify Public Health when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit D (County's Administration).

5. MAXIMUM OBLIGATION OF COUNTY:

5.1 The maximum obligation of the County for all services provided hereunder is as follows:

5.1.1 For the period of September 1, 2026_ through February 28, 2027 _____ (\$_____), as set forth in Exhibit B-1.

5.1.2 For the period of March 1, 2027 through February 29, 2028 _____ (\$_____), as set forth in Exhibit B-2.

5.1.3 For the period of March 1, 2028 _____ through February 28, 2029 _____, _____ (\$_____), as set forth in Exhibit B-3.

5.2 Contractor is not 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 Contractor's duties, responsibilities, or obligations, or performance of same by a person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may not occur without the County's express prior written approval.

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

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service

provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract does not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. STANDARD PROVISIONS:

6.1 INVOICES AND PAYMENTS:

- 6.1.1 Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit B, Budget(s).
- 6.1.2 Contractor must invoice the County monthly in arrears. All invoices must include all required reports and/or data, and must clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all prior payments made to Contractor.
- 6.1.3 Invoices must be submitted to the County within 30 Days after the close of each calendar month. The County will make a reasonable effort to make payment within 30 Days following receipt of a complete and correct monthly invoice, in accordance with Exhibit B, Budget(s).
- 6.1.4 Invoices must be submitted electronically to DHSP-Finance@ph.lacounty.gov.
- 6.1.5 For each annual period, or portion thereof, that this Contract is in effect, Contractor must provide an annual cost report within 30 Days following the close of that period. Such cost report must be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the Contract period, the cost report must be for that Contract period which ends on the termination date and must be submitted within 30 Days after such termination date.

The primary objective of the annual cost report is to provide the County with actual expenditure data for the Contract period that will

serve as the basis for determining final amounts due to/from Contractor.

If the annual cost report is not delivered by Contractor to the County within the specified time, the Director may withhold all payments to Contractor under all service agreements between the County and Contractor until such report is delivered to the County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

Failure to provide the annual cost report may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

- 6.1.6 Upon expiration or prior termination of this Contract, Contractor must submit, within 30 Days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period constitutes Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

6.1.7 Withholding Payment:

- (1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, the Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to the County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.
- (2) Subject to the Record Retention and Audits provision of this Contract, the Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 Days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.
- (3) Upon acceptance by the County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, the Director

will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

- (4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, the Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to the County.
- (5) In addition to Subparagraphs (1) through (4) immediately above, the Director may withhold payments due to Contractor for amounts due to the County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report resulting from this Contract or any prior year's contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to Contractor accordingly.
- (6) The Director may withhold any payment to Contractor if Contractor, in the judgment of the County, is in material breach of this Contract or has failed to fulfill its obligations under this Contract, until Contractor has cured said breaches and/or failures. The Director will provide written notice of the intent to withhold payment specifying said breaches and/or failures to Contractor.

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

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

6.2 FUNDING/SERVICE ADJUSTMENTS AND REALLOCATIONS:

The County and Contractor will review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as

determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time(s) during each County fiscal year as determined by the Director. At least 15 Days prior to each such review, Contractor must provide the Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

6.3 ALTERATION OF TERMS/AMENDMENTS:

6.3.1 The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and constitutes the total agreement. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees, or agents, will be valid or effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

6.3.2 The Board, the County's Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or modification of certain terms and conditions of this Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the Board, the County's Chief Executive Officer, or State or federal entity, law, or regulation. To implement such changes, an amendment to this Contract will be prepared by the Director and executed by Contractor and the Director, as authorized by the Board.

6.1.4 In instances where the Board has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, allow the rollover of unspent Contract funds, and/or an increase or decrease in funding above or below each period's annual base maximum obligation, to reallocate funds between budgets based on the availability of federal, State, and/or County resources, effective upon date of execution or beginning of applicable funding period, to update the statement of work, as

necessary; and to make changes to the statement of work, as necessary, and correct an amendment will be prepared by the Director and executed by Contractor and the Director, as authorized by the Board.

- 6.3.4 Notwithstanding Paragraph 6.3.1, in instances where the Board has delegated authority to the Director to amend this Contract to permit modifications to the budget, as reflected in Exhibit B, and corresponding modifications to the Statement of Work, that are within the same scope of services, as necessary, make modifications to Contractor's or County's administration, and changes to hours of operation and/or changes to service locations, a written Change Notice must be signed by Contractor and the Director, as authorized by the Board.

6.4 CONFIDENTIALITY:

- 6.4.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, no later than 24 hours after discovery, notify the County's Project Manager.
- 6.4.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting, or professional fees arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with this CONFIDENTIALITY Paragraph, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide 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 Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

6.4.3 Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

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

6.5 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR WHO ARE ON A COUNTY RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified former County employees who are on a re-employment list, during the life of this Contract.

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

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

to laid off County employees if vacancies occur at Contractor's other service sites during this Contract's term.

6.6 INDEMNIFICATION:

Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:

Without limiting Contractor's indemnification of the County, in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") are in addition to, and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

6.7.1 Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively the County and its Agents) have been given insured status under Contractor's General Liability policy must be delivered to the County at the address shown below prior to commencing services under this Contract.

Renewal Certificates must be provided to the County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match

Contractor's name identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent by electronic mail (e-mail) to:

County of Los Angeles
Department of Public Health – Contract Monitoring Section
CMD-Monitoring@ph.lacounty.gov

Contractor must promptly report to the County any injury or property damage, accident, or incident, including any injury to any Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 6.7.2 Additional Insured Status and Scope of Coverage: The County and its Agents must be provided additional insured status under Contractor's General Liability policy, with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable, provided it satisfies the Required Provisions herein.

- 6.7.3 Cancellation of or Changes in Insurance: Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, and term of coverage or policy period. The written notice must be provided to the County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 6.7.4 Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance constitutes a material breach of this Contract, upon which the County may immediately withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, in its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor, or pursue Contractor reimbursement.
- 6.7.5 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- 6.7.6 Contractor's Insurance Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.
- 6.7.7 Waivers of Subrogation: To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.
- 6.7.8 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to

the County, Contractor must reimburse all costs incurred by the County.

- 6.7.9 Subcontractor Insurance Coverage Requirements: Contractor must include all subcontractors as insureds under Contractor's own policies or must provide the County with each subcontractor's separate evidence of insurance coverage. Contractor is responsible for verifying each subcontractor complies with the Required Insurance provisions listed herein and must require that each subcontractor name the County and Contractor as Additional Insureds on the subcontractor's General Liability policy. Contractor must obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- 6.7.10 Deductibles and Self-Insured Retentions (SIR): Contractor's policies must not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs with respect to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.
- 6.7.11 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following expiration, termination, or cancellation of this Contract.
- 6.7.12 Application of Excess Liability Coverage: Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies to satisfy the Required Insurance provisions.
- 6.7.13 Separation of Insureds: All liability policies must provide cross-liability coverage as described by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision, with no insured versus insured exclusions or limitations.
- 6.7.14 Alternative Risk Financing Programs: The County reserves the right to review and approve Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions.

The County and its Agents must be designated as an Additional Covered Party under any approved program.

- 6.7.15 County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

6.8 INSURANCE COVERAGE REQUIREMENTS:

- 6.8.1 Commercial General Liability. Contractor must maintain insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01") naming the County and its Agents as an additional insured, with limits of not less than the following:

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

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

- 6.8.3 Workers Compensation and Employers' Liability. Contractor must maintain insurance, or qualified self-insurance, satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees or is: (1) an employee leasing temporary staffing firm; or (2) a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice must be provided to the County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 6.8.4 Sexual Misconduct Liability. Contractor must maintain insurance covering actual or alleged claims for sexual misconduct and/or

molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who is alleged to have committed any act of abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature.

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

6.9 PUBLICITY:

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, must have written approval from the Director prior to publication, printing, duplication, and/or implementation under this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, and other applicable funding sources.

For the purposes of this Contract, all such items include, but are not limited to, written materials (e.g., curricula, text for vignettes, text for public

service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

6.10 RECORD RETENTION AND AUDITS:

6.10.1 Service Records: Contractor must maintain all service records related to this Contract for a minimum of seven years following the expiration or prior termination of this Contract. Contractor must provide upon request by the County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

6.10.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by the Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at: [AC Contract Accounting and Administration Handbook - Revised July 2025](#)

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

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

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including the County, federal, and State revenues, and all costs by type of service.
- (2) General Ledger.
- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs mean those costs incurred

for a common or joint objective which cannot be identified specifically with a particular project or program.

- (4) Personnel records which show the percentage of time worked providing services claimed under this Contract. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor, showing time distribution by program(s) and an accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Contract budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to and collected from clients/patients must also be reflected therein. All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum of seven years following expiration or earlier termination of this Contract, or until federal, State, and/or County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours within 10 Days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay the County for all travel, per diem, and other costs incurred by the County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible,

immediately to the County by facsimile (fax), electronic mail (e-mail), or file transfer protocol, upon the Director's request, which will include the appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to the County. In any event, Contractor agrees to make available the original documents of such fax and e-mail records when requested by the Director for review as described hereinabove.

6.10.3 Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

6.10.4 Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt of the auditor's report, or no later than nine (9) months after the end of the audit period, whichever occurs first, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, the County will maintain the confidentiality of such audit report(s).

6.10.5 Single Audit (if federally funded): If Contractor expends One Million Dollars (\$1,000,000) or more in federal awards during Contractor's fiscal year, Contractor must obtain a Single Audit in accordance with the requirements of Uniform Guidance (2 CFR Part 200), Subpart F, including but not limited to Section 200.501, as updated by the Office of Management and Budget. This threshold applies broadly to all federal funding for qualifying fiscal periods beginning on or after October 1, 2024. The audit must be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States and must include an audit of the Contractor's financial statements, with an auditor's opinion thereon, performed in accordance with generally accepted auditing standards. Contractor must provide the resulting audit report, including the Schedule of Expenditures of Federal Awards, to the County within 30 Days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period, whichever occurs first.

6.10.6 Independent Financial Statement Audit: If Contractor does not meet the threshold for a Single Audit under 2 CFR Part 200, Contractor must obtain an annual independent financial statement audit for each fiscal year during which this Contract is in effect. Such audit must be performed by an independent certified public accountant in accordance with generally accepted auditing standards and, if applicable, Government Auditing Standards.

6.10.7 Additional Requirements: All audits required under this Section must comply with all applicable federal, State, and County statutes, regulations, policies, and guidelines. Contractor must make audit reports available to the County upon request and must promptly address any audit findings, including corrective action plans when required. If Contractor fails to timely provide any audit reports required under this Section, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such reports are delivered to County.

The independent auditor's work papers must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

6.10.8 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code USC Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Contract, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents, and records of the subcontractor.

6.10.9 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully

cooperate with the County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which the County will reimburse Contractor its customary charge for record copying services, if requested. The Director will provide Contractor with at least 10 business days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

The County may conduct a statistical sample audit/compliance review of all claims paid by the County during a specified period. The sample will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review the County's findings on Contractor, and Contractor will have 30 Days after receipt of the County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit, or sample, will be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to the County. The County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

6.10.10 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any service, and/or any combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any service for which payments were made to Contractor by the County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any service must be repaid by Contractor to the County. For purposes of this Paragraph, an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated

reimbursement of stated actual net costs” means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, Contractor must repay the County the difference immediately upon request, or the County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If, within 30 Days of termination of this Contract, such audit finds that the units of service, allowable costs of any service, and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of service and/or payments made by the County, then the difference may be paid to Contractor, not to exceed the County’s maximum contract obligation.
- (4) In no event will the County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor’s actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

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

6.11 TERMINATION FOR NON-ADHERENCE OF THE COUNTY’S LOBBYIST ORDINANCE:

6.11.1 Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with the County’s Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County’s Lobbyist Ordinance will constitute a

material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

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

6.12 CONFLICT OF TERMS:

To the extent that there exists any conflict or inconsistency between the language, any conflict or inconsistency in the definition or interpretation of any work, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits of this Contract, and/or any documents incorporated herein by reference, the language found within this Contract will govern and prevail.

6.13 NOTICES:

All notices or demands required or permitted to be given or made under this Contract must be in writing and may be delivered by email to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration), unless otherwise specified in this Contract. Any changes to Exhibits D or E, must be made in writing by the applicable party at least 10 business days' in advance, and the updated Exhibit will replace the prior version in its entirety. The Director has the authority to issue all notices or demands required or permitted by the County under this Contract.

6.14 ADMINISTRATION OF CONTRACT:

6.14.1 The Director has the authority to administer this Contract on behalf of the County. Contractor agrees to extend to the Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

6.14.2 Approval of Contractor's Staff: The County has the absolute right to approve or disapprove all of Contractor's staff performing work

hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

6.14.3 Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to badges.

6.14.4 Background and Security Investigations: Each of Contractor's staff and any subcontractor(s) performing services under this Contract who is in a designated sensitive position, as determined by the County in its sole discretion, must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include local, State, and federal-level review, which may include, but will not be limited to, criminal conviction information. Contractor is responsible for the fees associated with the background investigation, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract, or be placed and/or assigned within the Department of Public Health. During the term of this Contract, the Department may receive subsequent criminal information about a member(s) of Contractor's staff. If this subsequent information constitutes a job nexus, Contractor must immediately remove that staff member from performing services under this Contract and replace such staff within 15 business days of removal, or within another agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

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

6.14.5 Participation in Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care: as a recipient of RWP funds, Contractor will participate in the (EMA) HIV continuum of Care.

6.14.6 Collaboration and Referrals: Contractor must actively collaborate

and recruit referrals from service organizations and agencies beyond the DHSP's programs and services delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

6.15 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:

- 6.15.1 Contractor must notify the County of any pending acquisition/merger of its company unless otherwise legally prohibited from doing so. If Contractor is legally restricted from notifying the County of a pending acquisition/merger, then it should notify the County of the actual acquisition/merger as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger.
- 6.15.2 Contractor may not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or other transfer of its rights or duties without such consent, will be null and void. For purposes of this Paragraph, the County consent requires a written amendment to this Contract which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, in the County's sole discretion, against the claims which Contractor may have against the County.
- 6.15.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of the same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6.16 AUTHORIZATION WARRANTY:

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

6.17 BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County's employees, and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

6.18 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for the County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that the Director may cancel this Contract, without cause, upon the giving of 10 Days' written notice to Contractor. In the alternative to cancellation, the Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

6.19 COMPLAINTS:

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

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

6.19.2 The policy must include, but not be limited to, when and how new individuals receiving services or otherwise interacting with Contractor under this Contract, and their authorized representatives

where applicable, are to be informed of, and provided access to, the procedures for filing a complaint.

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

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

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

6.19.6 Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.

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

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

6.20 COMPLIANCE WITH APPLICABLE LAW:

6.20.1 In the performance of this Contract, Contractor must comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

6.20.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting, or professional fees arising from, connected with, or related to any failure by Contractor, its officers, employees, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will

have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide 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 Contractor for all such costs and expenses incurred by the County in doing so. Contractor does not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

6.21 COMPLIANCE WITH CIVIL RIGHTS LAW:

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

Additionally, Contractor certifies to the County that:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

6.22 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

6.22.1 Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

6.22.2 Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as

defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.020 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

- (2) For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor is also subject to the provisions of this Subparagraph. The provisions of this Subparagraph must be inserted into any such subcontract and a copy of the Jury Service Program must be attached to that subcontract.
- (3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor has a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and in its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain

outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- (4) Contractor's violation of this Subparagraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

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

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

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

6.24 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES:

Contractor, and any subcontractor(s), must comply with the fair chance employment hiring practices set forth in [California Government Code Section 12952](#), the [California Code of Regulations Section 11017.1](#), and [County Code Chapter 8.300 \(Fair Chance Ordinance for Employers\)](#).

Contractor, and its subcontractor(s), can access fair chance employment resources, including a Fair Chance Fact Sheet and Workplace Posters (English/Spanish), and other program material at <https://dcba.lacounty.gov/fairchance/>. Additional compliance resources, including an Employer Toolkit (Fair Chance Hiring: An Employer's Guide to Hiring System-Impacted Individuals), can be accessed at <https://opportunity.lacounty.gov/fairchance/>.

Contractor's violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in

its sole discretion, issue administrative penalties and/or seek additional remedies as provided within Section 8.300.100 of the Fair Chance Ordinance for Employers, and/or terminate this Contract.

6.25 COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

6.26 CONFLICT OF INTEREST:

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

6.26.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph will be a material breach of this Contract.

6.27 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

6.27.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For purposes of this Subparagraph, consideration means that Contractor will interview qualified candidates. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov. The County will refer qualified GAIN/START participants by job category to Contractor.

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

6.28 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

6.28.1 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 a contract. It is the County's policy to conduct business only with responsible contractors.

6.28.2 Chapter 2.202 of the County Code: Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning Contractor's performance on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

6.28.3 Non-Responsible Contractor: The County 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 the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business

integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- 6.28.4 Contractor Hearing Board: If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 6.28.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the proposed decision prior to its presentation to the Board.
- 6.28.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 6.28.7 If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.
- 6.28.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request,

the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will consider evidence on the proposed reduction of debarment period or termination of debarment. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6.28.9 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

6.29 CONTRACTOR'S ACKNOWLEDGEMENT AND NOTICE TO ITS EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor must notify and provide to its employees, and require each subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at the contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

Contractor and its subcontractor(s) can access posters and other program material at www.babysafela.org.

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

6.30.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

6.31 THE COUNTY'S QUALITY ASSURANCE PLAN:

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

6.32 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor will ensure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with the County's community standards with regard to property maintenance and repair, graffiti abatement, trash removal, fire safety, and landscaping. Contractor must remain in full compliance with all applicable local laws, ordinances, and regulations relating to the property. The County will make periodic monitoring visits to Contractor's facilities which will include a review of compliance with the provisions of this Paragraph.

6.33 RULES AND REGULATIONS:

During the time that Contractor's personnel are at County facilities, such persons are subject to the rules and regulations of such County facility. It is Contractor's responsibility to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor must immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from the Director that: (1) such person has violated said rules or regulations, or

(2) such person's actions while on County premises indicate that such person may do harm to County patients, staff, or other individuals.

6.34 DAMAGE TO THE COUNTY'S FACILITIES, BUILDINGS OR GROUNDS:

6.34.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to the County's facilities, buildings, or grounds caused by Contractor or Contractor's employees or agents. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

6.34.2 If Contractor fails to make timely repairs, the County may make any necessary repairs and all costs incurred by the County, as determined by the County, for such repairs, must be repaid by Contractor by cash payment upon demand or may be deducted from the County's payment to Contractor.

6.35 EMPLOYMENT ELIGIBILITY VERIFICATION:

6.35.1 Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

6.35.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

6.36 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

The County, in its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County is Electronic Funds Transfer

(EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

At any time during the term of this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

6.37 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Contract. The facsimile or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies will be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on amendments prepared pursuant to the ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities (e.g., fax or e-mail), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

6.38 FAIR LABOR STANDARDS:

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the County may be found jointly or solely liable.

6.39 FISCAL DISCLOSURE:

Contractor must prepare and submit to the Director, within 10 Days following execution of this Contract, a statement executed by Contractor's duly constituted officer(s), containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If, during the term of this Contract, the source(s) of Contractor's funding changes, Contractor must promptly notify the Director in writing, detailing such changes.

6.40 FORCE MAJEURE:

6.40.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph "as "force majeure events").

6.40.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

6.40.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

6.41 GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all

purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in Los Angeles County.

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

The County is subject to the Administrative Simplification requirements and prohibitions of the [Health Insurance Portability and Accountability Act of 1996](#), Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, Contractor provides services to the County and creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit F (Business Associate Agreement) in order to provide those services. The County and Contractor therefore agree to the terms of Exhibit F (Business Associate Agreement).

6.43 INDEPENDENT CONTRACTOR STATUS:

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

6.43.1 Contractor is solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

6.43.1 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

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

6.44 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor will obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor will ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor will provide a copy of each license, permit, registration, accreditation, and certificate upon Public Health's request at any time during the term of this Contract.

6.45 LIQUIDATED DAMAGES:

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

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

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

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

6.46 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

6.46.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

6.46.2 Contractor certifies to the County each of the following:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

6.46.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.46.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

6.46.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6.46.6 Contractor will allow the County's representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Nondiscrimination and Affirmative Action Paragraph when so requested by the County.

6.46.7 If the County finds that any provisions of this Nondiscrimination and Affirmative Action Paragraph have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

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

6.47 NON-EXCLUSIVITY:

Nothing herein is intended or will be construed as creating any exclusive arrangement with Contractor. This Contract does not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

6.48 NOTICE OF DELAYS:

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

6.49 NOTICE OF DISPUTES:

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

6.50 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT:

Contractor must notify its employees, and require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Tax Credit under federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

6.51 PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

6.52 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

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

6.53 PUBLIC RECORDS ACT:

6.53.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code Sections 7921.000 et seq.](#) and which are justifiably marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

6.53.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

6.54 PURCHASES:

6.54.1 Purchase Practices: Contractor must fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items must be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder. Contractor must attach identifying labels on all such property indicating the proprietary interest of County.

6.54.2 Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, the County will retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies,

purchased or obtained by Contractor using any Contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, Contractor's failure to comply with any of the provisions of this Contract, Contractor's bankruptcy or its giving an assignment for the benefit of creditors, or Contractor's failure to satisfy any judgment against it within 30 Days of filing, the County will have the right to take immediate possession of all such furniture, fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on Contractor's part.

6.54.3 Inventory Records, Controls, and Reports: Contractor must maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any Contract funds designated for such purpose. Annually, Contractor must provide the Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any Contract funds designated for such purpose.

6.54.4 Protection of Property in Contractor's Custody: Contractor must maintain vigilance and take all reasonable precautions to protect all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor must contact the Director for instructions for disposition of any property which is worn out or unusable.

6.54.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that the County may request, Contractor must: (1) provide access to and render all necessary assistance for physical removal by the Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any Contract funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at the Director's option, deliver any or all items of such property to a location designated by the Director. Any disposition, settlement, or adjustment connected

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

6.55 REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

6.55.1 Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor must prepare and submit to the Director within 10 Days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officer(s) containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, with such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.
- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph 3 immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or

partnership, such listing must also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants who have any family relationship by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor must also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

- (5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner, Contractor may only charge the program for costs of ownership, including depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property must be appended to such affidavit and made a part thereof.

6.55.2 Business Ownership Disclosure: Contractor must prepare and submit to the Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If, during the term of this Contract, Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor must notify the Director in writing of such changes within 30 Days prior to the effective date thereof.

6.56 REPORTS:

Contractor must make reports as required by the County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. The Director will provide Contractor with at least 30 Days' prior written notification of requested reports, providing Contractor with a written explanation of the procedures for reporting the information required.

6.57 RECYCLED BOND PAPER:

Consistent with Board policy to reduce the amount of solid waste deposited at the County's landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

6.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

Proposers, contractors, or a subsidiary or subcontractor ("Proposer/Contractor") are prohibited from submitting a bid or proposal in response to 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 response to a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. Violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision survives the expiration or other termination of this Contract.

6.59 STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor must operate continuously throughout the term of this Contract with at least the minimum number of staff required by the County, as listed in Exhibit A, Statement of Work. Such personnel must be qualified in accordance with standards established by the County. In addition, Contractor must comply with any additional staffing requirements which may be included in other Exhibits attached hereto.

During the term of this Contract, Contractor must have available and must provide upon request to authorized representatives of the County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor must also indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Contract, Contractor must, prior to filling said vacancy, notify the Director and provide the above set forth required information to the Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor must institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development must be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities must be planned and scheduled in advance and conducted on a continuing basis. Contractor

must develop and institute a plan for an annual evaluation of such training/staff development program.

6.60 SUBCONTRACTING:

6.60.1 For purposes of this Contract, subcontracts must be approved in advance in writing by the Director. Contractor's request to the Director for approval of a subcontract must include:

- (1) Identification of the proposed subcontractor (who must be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
- (2) A detailed description of the services to be provided by the subcontractor.
- (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) A copy of the proposed subcontract. (Any later modification of such subcontract must take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
- (5) Any other information and/or certification(s) requested by the Director.

6.60.2 The Director will review Contractor's request to subcontract and determine whether or not to consent to such a request on a case-by-case basis.

6.60.3 Subcontracts must be made in the name of Contractor and may not bind nor purport to bind the County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of employees and subcontractor(s). Further, the Director's approval of any subcontract must not be construed to limit in any way, any of the County's rights or remedies contained in this Contract.

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

6.60.5 In the event that the Director consents to any subcontracting, such consent is provisional, and does not waive the County's right to later withdraw that consent when such action is deemed by the County to be in its best interest. The County is not liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses arising from or related to the County's exercising of such a right.

6.60.6 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees providing services under this Contract. Contractor must notify its subcontractors of this County right.

6.60.7 Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and is subject to all of the provisions of such prime contract." Further, Contractor must also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs listed herein.

Contractor must deliver to the Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

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

6.60.9 The Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

6.60.10 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were a Contractor employee.

6.60.11 Contractor remains fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

6.61 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to the Paragraph entitled TERMINATION FOR DEFAULT, herein, and pursue Contractor debarment, pursuant to [County Code Chapter 2.202](#).

6.62 TERMINATION FOR CONVENIENCE:

6.62.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effectuated by a Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the Notice of Termination is sent.

6.62.2 After receipt of a Notice of Termination and except as otherwise directed by the County, Contractor must stop work under this

Contract on the date and to the extent specified in such Notice of Termination.

6.62.3 Further, after receipt of a Notice of Termination, Contractor must submit to the County, in the form and with the certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 30 Days from the effective date of termination. If Contractor fails to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination, and such determination will be final. After such determination is made, the County will pay Contractor the amount so determined.

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

6.63 TERMINATION FOR DEFAULT:

6.63.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of the County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to

demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

6.63.2 In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

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

6.63.4 If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that Contractor was not in default under the provisions of this Paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

6.64 TERMINATION FOR IMPROPER CONSIDERATION:

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

6.64.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

6.65 TERMINATION FOR INSOLVENCY:

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

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

6.66 TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder, or by any provision of this Contract during any of the County's future fiscal years, unless and until the Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30th of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

6.67 NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person acquire any rights as a third-party beneficiary under this Contract.

6.68 TIME OFF FOR VOTING:

Contractor must notify and provide to its employees, and require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 10 Days before every Statewide election, Contractor and any subcontractor(s) must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code [Section 14000](#).

6.69 VALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances will not be affected thereby.

6.70 WAIVER:

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

6.71 WARRANTY AGAINST CONTINGENT FEES:

6.71.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

6.71.2 For breach of this warranty, the County has the right to terminate this Contract and, in its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

6.72 WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

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 the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Property Tax Reduction Program, [Los Angeles County Code Chapter 2.206](#).

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

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 10 Days of notice will be grounds upon which the County may terminate this Contract and/or pursue Contractor debarment pursuant to the County's Defaulted Property Tax Reduction Program, [Los Angeles County Code Chapter 2.206](#).

6.74 INJURY AND ILLNESS PREVENTION PROGRAM:

Contractor is required to comply with the State of California's Division of Occupational Safety and Health (Cal OSHA) regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

6.75 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors are prohibited from making a contribution of more than \$500 to a County officer while this Contract is pending and for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendments to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

7 UNIQUE PROVISIONS:

7.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code Sections 12580-12599.10, in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers

for Charitable Purposes Act regulates entities receiving or raising charitable contributions. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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

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

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

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

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

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

any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor's failure to comply with this provision will constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

7.4 WHISTLEBLOWER PROTECTIONS:

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

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

7.4.3 Contractor and its subcontractors must inform their employees working on any federal award that they are subject to the whistleblower rights and remedies; inform their employees in writing of the employee whistleblower protections under 41 USC Section 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

7.5 CLINICAL QUALITY MANAGEMENT:

Contractor must implement a Clinical Quality Management (CQM) program, (pursuant to Title XXVI of the Public Health Service Act RWP Parts A – D and HRSA RWP expectations for clinical quality management programs) that assesses the extent to which the care and services

provided are consistent with federal (e.g., HHS and Centers for Disease Control and Prevention), State, and local standards of HIV/AIDS care and services. The CQM program must, at a minimum:

- 7.5.1. Establish and maintain a CQM program infrastructure including leadership and accountability of the medical director or executive director of the program;
- 7.5.2. Collect, analyze, and report performance measurement data to guide implementation of quality improvement activities and assess outcomes;
- 7.5.3. Track client perceptions of their health and effectiveness of the services received through patient satisfaction surveys;
- 7.5.4. Involve clients and their input in CQM program activities to ensure that their needs are being addressed;
- 7.5.5. Serve as a continuous quality improvement process with direct reporting of data and quality improvement activities to senior leadership and DHSP no less than annually;
- 7.5.6. Perform an evaluation of the effectiveness of the CQM program on an annual basis; and
- 7.5.7. Aim to improve patient care, health outcomes, and patient satisfaction.
- 7.5.8. Participation in Los Angeles Regional Quality Group: Contractor must identify a representative to participate in meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the Center for Quality Improvement and Innovation (CQI) and HIVQUAL and provides opportunities for sharing information, best practices, and networking with local area HIV/AIDS providers.
- 7.5.9. CQM Contact: Contractor must identify a contact for all CQM related activities and issues. This person must serve as point of contact for CQM related matters, requests, announcements and other activities.

- 7.5.10. Client Feedback Process: The CQM plan must describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanisms. Feedback must include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback must be discussed by the agency's CQM Committee at least annually for continuous program improvement.
- 7.5.11. Client Grievance Process: Contractor must establish policies and procedures for addressing and resolving client grievances at the level closest to the source within agency. Grievance data must be routinely tracked, trended, and reported to the agency's CQM Committee for discussion and resolution of quality of care or service issues identified. This information must be made available to DHSP staff during program reviews.
- 7.5.12. Incident Reporting: Contractor must comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor must furnish to the DHSP Executive Office, upon occurrence during operation of its facility, reports of incidents and/or sentinel events specified as follows:
- (1) A written report must be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events include, but are not limited to, the following:
 - (a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any person, including but not limited to, suicide, medication error, delay in treatment, and serious injury.
 - (b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.
 - (2) The written report must include the following:
 - (a) Patient's name, age, and sex;
 - (b) Date and nature of event;

- (c) Disposition of the case; and
- (d) Staffing pattern at the time of the incident.

7.6. PARTICIPATION IN DHSP CQM PROGRAM:

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

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

7.7. DHSP CUSTOMER SUPPORT PROGRAM:

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

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

7.7.2 CUSTOMER SUPPORT PROGRAM POSTERS: DHSP will provide Customer Support Program posters to Contractor, which contain information about how clients may file a complaint or

concern with DHSP. Contractor must ensure that the posters are located in areas of the facility used by patients and visible to clients. Contractor must ensure that staff, as well as clients/patients, are aware of the DHSP Customer Service Program.

7.8 COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY:

This Contract is subject to Board Policy Manual, Chapter 3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy. As required by the Child Wellness Policy, Contractor must make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

7.9 INFORMATION SECURITY AND PRIVACY REQUIREMENTS:

Contractor must comply with the requirements set forth in Exhibit G (Information Security and Privacy Requirements).

7.10 CHILD/ELDER ABUSE/FRAUD REPORT:

7.10.1 Contractor's mandated reporting staff working on this Contract that are subject to California's Child Abuse and Neglect Reporting Act ("CANRA") (Penal Code Sections 11164 et seq.) must comply with the reporting requirements described in CANRA and must report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by CANRA. Contractor's mandated reporting staff working under this Contract must make the report on such abuse, and must submit all required information, in accordance with Penal Code Sections 11166 and 11167.

7.10.2 Child abuse reports must be made by telephone to the Department of Children and Family Services hotline at: (800) 540-4000, within 24 hours of suspicion of instances of child abuse.

7.10.3 Contractor's mandated reporting staff working on this Contract that are subject to California's Elder Abuse and Dependent Adult Civil Protection Act ("Act") (Welfare and Institutions Code Sections 15600 et seq.) must comply with the reporting requirements described in the Act, and must report all known or suspected

instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the Act. Contractor's mandated reporting staff working under this Contract must make the report on such abuse, and must submit all required information, in accordance with Welfare and Institutions Code Sections 15630, 15633 and 15633.5.

7.10.4 Elder abuse reports must be made by telephone to the Department of Aging, and Disabilities hotline at (877) 477-4646 within one business day from the date Contractor became aware of the suspected instance of elder abuse.

7.10.5 Contractor staff working on this Contract must also immediately report all suspected fraud situations within three business days to the County's Department of Public Social Services (DPSS) Central Fraud Reporting Line at: (800) 349-9970 unless otherwise restricted by law from disclosing such information.

8. **SURVIVAL:**

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

Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 6.4	Confidentiality
Paragraph 6.6	Indemnification
Paragraph 6.7	General Provisions for all Insurance Coverage
Paragraph 6.8	Insurance Coverage Requirements
Paragraph 6.10	Record Retention and Audits
Paragraph 6.20	Compliance with Applicable Law
Paragraph 6.41	Governing Law, Jurisdiction, and Venue
Paragraph 6.69	Validity
Paragraph 6.70	Waiver
Paragraph 7.9	Information Security and Privacy Requirements
Paragraph 8	Survival

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IN WITNESS WHEREOF, the Board has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the month, day, and year first above written.

COUNTY OF LOS ANGELES

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN R. HARRISON
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#8735:bgc

**STATEMENT OF WORK
RESIDENTIAL CARE SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN
LOS ANGELES COUNTY**

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**STATEMENT OF WORK
FOR
RESIDENTIAL CARE SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM
CLIENTS IN LOS ANGELES COUNTY**

1.0 DESCRIPTION

Residential Care Services (RCS) provide eligible Ryan White Program (RWP) clients in Los Angeles County (LAC) with short- or long-term supportive housing that includes supervision, care coordination, and assistance with daily living activities in a structured, stable environment. RCS are designed for clients living with HIV who require a higher level of support to maintain medical adherence, manage co-occurring conditions, and achieve stability. By addressing housing instability and unmet basic needs, RCS help clients consistently engage in HIV medical care and adhere to antiretroviral therapy, which is essential to achieving and sustaining viral suppression. Viral suppression not only improves individual health outcomes but also significantly reduces the risk of HIV transmission, aligning with LAC's "Undetectable = Untransmittable (U=U)" public health goals. Adequate RCS capacity is critical in LAC, where housing insecurity and complex medical and behavioral health needs can create major barriers to care. RCS directly supports improved health equity, reduces preventable hospitalizations, and helps slow or stop the forward transmission of HIV across communities in LAC.

RCS are categorized as follows and additional specific details for each category are included in Attachments A-1, A-2, A-3, and A-4 of this Statement of Work (SOW):

A. Category 1: Residential Care Facilities for the Chronically Ill (RCFCI)

Licensed, non-institutional, homelike group living facilities providing 24-hour care and assistance with activities of daily living for eligible RWP clients who are homeless or unstably housed and have significant health care needs.

B. Category 2: Transitional Residential Care Facilities (TRCF)

Interim housing in a supervised, non-institutional, homelike environment for up to 24 months, providing supportive services to eligible RWP clients who are homeless or unstably housed to facilitate transition to permanent housing and greater independence.

C. Category 3: Substance Use Disorder Transitional Housing (SUDTH)

Interim housing with supportive services for up to 12 months for eligible RWP clients in recovery from substance use disorder who are homeless or unstably housed, designed to support continued recovery and transition to permanent housing.

D. Category 4: Emergency Rental Assistance (ERA)

One-time or short-term financial assistance provided to or on behalf of eligible RWP clients experiencing an urgent housing-related financial crisis to prevent homelessness and support housing stability.

1.1 DHSP Program Goal and Objectives

DHSP's goals and objectives for RCS Services are described in Table 1 below:

Table 1

PRIMARY GOAL:	Improve individual-level health outcomes and well-being of persons living with HIV by removing housing-related barriers through the provision of residential care services
PROGRAM GOALS:	1. Improve Health Outcomes: Support eligible RWP clients in achieving and maintaining optimal health through stable, supportive residential care. 2. Increase Viral Suppression: Promote consistent engagement in HIV medical care and adherence to antiretroviral therapy to achieve sustained viral suppression. 3. Enhance Stability and Self-Sufficiency: Address housing instability and daily living needs to help clients transition to greater independence when appropriate. 4. Reduce HIV Transmission: Support public health efforts to reduce forward transmission of HIV by helping clients achieve and maintain viral suppression (U=U).
PROGRAM OBJECTIVES:	1. Care Engagement: Support clients' ongoing linkage to and engagement in HIV primary medical care and related supportive services while enrolled in RCS. 2. Treatment Adherence: Provide medication management and adherence support so that clients demonstrate improved adherence to antiretroviral therapy during enrollment. 3. Viral Suppression: Increase the proportion of RCS clients who achieve viral suppression within six months of program entry. 4. Care Coordination and Transition Planning: Develop and implement individualized care and discharge plans for 100% of clients, including linkage to permanent housing, medical care, and supportive services upon exit.

1.2 Trauma-Informed Approach

To enhance the provision of Residential Care Services, the Contractor must adopt a trauma-informed approach (TIA) alongside healing centered engagement (HCE). TIA underscores the awareness of trauma's prevalence and its profound impact, including adverse childhood experiences (ACE), on both physical and mental health. HCE is an approach to trauma that uses a resource orientation to center repair and resilience rather than pathologizing damage. This approach informs healthcare and service delivery by recognizing and addressing these effects.

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

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

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

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

The Contractor will also participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care. Contractor will actively collaborate with and recruit client referrals from service organizations outside the DHSP programs and services delivery system, including, but not limited to, substance abuse treatment providers, mental health providers, primary health care providers, and social services organizations; ensure referrals from these organizations are noted and tracked in the DHSP service utilization data system; follow up when clients do not attend referred appointments, consistent with the Contractor’s referral guidelines; and comply with all applicable federal, State, and County rules, regulations, policies, and procedures, and laws governing program operation and fiscal oversight.

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

2.0 DEFINITIONS

- 2.1 **Adverse Childhood Experiences (ACEs):** Physical and sexual abuse experiences in childhood that increase the odds of engaging in behaviors associated with HIV risk.
- 2.2 **Contractor's Program Director:** Contractor's designee serving as a point of contact for the County who has full authority to act for Contractor on all matters relating to the daily operation of the Contract.
- 2.3 **Contractor's Program Manager:** The Contractor's designee responsible to administer the Contract operations and to liaise with the County after the Contract award.
- 2.4 **County's Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.5 **County's Program Manager:** Person designated by County's Program Director to manage the operations under this Contract. Responsible for managing inspection of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.7 **Healing Centered Engagement (HCE):** An approach to trauma that uses a resource orientation to center repair and resilience rather than pathologizing damage.
- 2.8 **Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.9 **Homeless:** A person who lacks a fixed, regular, and adequate residence; lacks the financial resources to acquire shelter; or resides in 1) a shelter to provide temporary, emergency accommodation; 2) an institution that provides temporary residence or care for individuals; or 3) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for people.
- 2.10 **Ryan White Program (RWP):** The Health Resources and Services Administration (HRSA) Program that provides a comprehensive system of HIV primary medical care, essential support services, and medications for low-income people living with HIV who are uninsured and underserved.
- 2.11 **RWP Eligible Client:** An uninsured or underinsured LAC resident living with HIV whose income is at or below 500% of the Federal Poverty Level.

More information available at: <https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines>.

- 2.12 **Trauma-informed approach (TIA):** Practice that emphasizes awareness of the prevalence and effects of trauma, including ACEs, on both physical and mental health, and reflects that impact in healthcare and service delivery.

3.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

3.1 County Requirements

The County will administer the Contract according to the Paragraph 6.14 of the Contract, Administration of Contract. Specific duties will include:

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

CONTRACTOR

3.2 Contractor Requirements

- 3.2.1 Contractor must maintain a current and valid Medi-Cal certification.
- 3.2.2 Contractor must maintain ability to bill third-party payer, including public/private plans, such as those provided through Covered California, Medicare, or private plans.
- 3.2.3 Contractor must currently be working and operating from at least one physical office in LAC. Office must be fully functional for the management and implementation of RCS and must be accessible to DHSP for contract monitoring and auditing purposes.
- 3.2.4 Contractor must provide services as described in this SOW to eligible RWP clients in LAC.

- 3.2.5 Contractor will ensure all staff, including subcontracted staff are appropriately trained to provide services, as required by federal, State, and local laws.
- 3.2.6 Contractor must perform background checks of its employees as set forth in Sub-paragraph 6.14.4 of the Contract, Background and Security Investigations. All costs associated with the background and security investigation must be borne by Contractor.
- 3.2.7 Contractor will provide the County with a roster of all administrative and program staff, including titles, degree(s), and contact information within 30 Days of contract execution.
- 3.2.8 Contractor must ensure annual performance evaluations are conducted on all budgeted staff performing services under the Contract to ensure program staff are meeting job duties as required.
- 3.2.9 Contractor must institute and maintain appropriate supervision of all staff providing services pursuant to the Contract and this SOW and applicable attachment(s).
- 3.2.10 Contractor must comply with any additional staffing requirements set forth in the Attachments A-1, A-2, A-3, and A-4 attached hereto.
- 3.2.11 Prior to employment or provision of services, and annually (every 12 months) thereafter, Contractor will obtain and maintain documentation of tuberculosis screening of each individual, volunteer, subcontractor and consultant providing RCS, according to Exhibit J of the Contract, Guidelines for Staff Tuberculosis Screening.
- 3.2.12 Contractor's staff and subcontractors must display non-judgmental, culture-affirming attitudes.

3.3 Personnel

3.3.1 Contractor's Program Manager

- 3.3.1.1 Contractor must provide a full-time Program Manager and designated alternate to act as a central point of contact with the County. The County must have access to the Contractor's Program Manager during normal working hours as designated in Section 8.0, Hours/Days of Work. Contractor must provide a telephone number where the Program Manager may be reached on an eight hour per day basis during those hours.

- 3.3.1.2 Program Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Program Manager/alternate must be able to effectively communicate, in English, both orally and in writing.
- 3.3.1.3 Minimum Qualifications
 - a. Contractor's Program Manager must possess a High School Diploma or GED.
 - b. Contractor's Program Manager must have a minimum of one year of paid experience managing residential care services within the last three years.
 - c. Ability to work effectively with people of diverse races, ethnicities, nationalities, sexual orientations, gender identities, gender expression, socio-economic backgrounds, religions, ages, English-speaking abilities and physical abilities in a multicultural environment.
- 3.3.1.4 Contractor's Program Manager must be physically located at the Contractor's office location in LAC.

3.4 Staffing

- 3.4.1 Contractor must assign a sufficient number of employees, to be negotiated with DHSP prior to beginning work under the Contract, to perform the required work. At least one employee on site must be authorized to act on behalf of the contractor in assuring compliance with contractual obligations at all times.
- 3.4.2 All staff and subcontracted staff must be appropriately licensed or certified to provide services in their respective specialty fields, as required by federal, State, and local laws.
- 3.4.3 Contractor is responsible for ensuring that all staff and subcontracted staff remain in good standing, with proper certification and licensing updated as required by law.
- 3.4.4 Contractor's staff and subcontractors must display non-judgmental, culture-affirming attitudes.
- 3.4.5 Contractor will be required to perform background checks of their employees and subcontractors/consultants as set forth in Subparagraph 6.14.3 of the Contract, Background and Security Investigations. All costs associated with the background and security investigation must be borne by Contractor.

- 3.4.6 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor must obtain and maintain documentation of tuberculosis screening of each individual, volunteer, subcontractor and consultants providing RCS services, according to Exhibit J of the Contract, Guidelines for Staff Tuberculosis Screening.
- 3.4.7 Contractor will provide County with a roster of all administrative and program staff, including titles, degree(s), certifications and/or licenses, and contact information within 30 days of the effective date of the Contract.
- 3.4.8 Contractor will ensure annual performance evaluations are conducted on all staff budgeted and performing services under the Contract to ensure program staff are meeting job duties as required.

3.5 Training of Contractor's Staff, Consultants, and Subcontractors

- 3.5.1 Contractor must ensure that at hire, the residential care services staff, consultants and subcontractors possesses the appropriate skills to provide adequate RCS. Contractor must provide residential care services staff, consultants and subcontractors with ongoing training related to the provision of RCS.
- 3.5.2 Contractor must ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the Contract.

Contractor's staff must successfully complete DHSP's specialized trainings, as applicable, which include, but are not limited to: Addressing Implicit Bias, HIV 101, STD/STI 101, Motivational Interviewing, PrEP 101, etc. DHSP training calendar can be accessed at <http://publichealth.lacounty.gov/dhsp/Trainings.htm>.
- 3.5.3 Contractor's health care providers must maintain up-to-date knowledge and skill levels in accordance with their respective job duties and with the rapidly expanding literature and information regarding approaches in the required work.
- 3.5.4 All RCS staff will receive training on substance user sensitivity, cultural approaches, and substance use-related issues, as directed by DHSP.
- 3.5.5 Contractor's Program Director and Program Manager must be appropriately trained, knowledgeable, and demonstrate a high

level of competency with respect to RCS, community referrals, educational services, and general data system skills.

- 3.5.6 All employees must be trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under this contract. All equipment must be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.

3.6 Approval of Contractor's Staff and Subcontractors

- 3.6.1 The County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder, and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director and any subcontractor(s).
- 3.6.2 Contractor and Subcontractor(s) must remove and replace personnel performing services under the Contract within 30 Days of the written request of the County. Contractor and/or Subcontractor(s) must send County written confirmation of the removal of the personnel in question.
- 3.6.3 Contractor will obtain approval of DHSP Director or his designee prior to signing any subcontractor or consultant agreement and must give DHSP Director 15 days' notice to review proposed subcontract or consultant agreement.

3.7 Staff Retention Policies and Procedures

Contractor must provide the County a staff retention policies and procedures plan within 30 Days of the Contract start date and demonstrate the ability to recruit and retain RCS staff throughout the Contract term.

3.8 Uniforms/Identification Badges

- 3.8.1 Dress code is business professional as defined by Contractor.
- 3.8.2 Contractor must ensure their employees are appropriately identified.

3.9 Materials, Supplies and/or Equipment

- 3.9.1 Contractor is responsible for the purchase of all materials, supplies, and/or equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials, equipment, and/or supplies that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment,

etc., must have been clearly identified in the program budget and must have been approved in advance by the DHSP Director in order to be eligible for cost reimbursement.

- 3.9.2 In no event will the County be liable or responsible for payment for materials supplies, and/or equipment purchased absent the required prior written approval.
- 3.9.3 Any and all equipment purchased under the Contract are the property of the County and must be returned to County in good working order at the end of the Contract.
- 3.9.4 The County will not provide the Contractor with any materials, supplies, and/or equipment.

3.10 Contractor's Office

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

3.10.1 Contractor's Service Delivery Site(s)

Contractor's facilities where services are to be provided hereunder are located at the site(s) identified in Attachment 1, Service Delivery Site Questionnaire, including the approved number of beds at each location.

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

A memorandum of understanding (MOU) will be required for service delivery sites located on properties that are not owned or leased by Contractor. The MOU must be established with the entity that owns or leases such location or property. The Contractor must submit all MOUs to DHSP for approval at least 30 Days prior to implementation.

3.10.1.1 Bed-Hold Policy: DHSP will permit Contractor to hold a resident's bed in medical emergencies or for therapeutic reasons, if this is clearly documented in the resident's chart and/or treatment plan. Medical emergencies include a resident's own hospitalization or critical illness or death of an immediate family member (i.e. spouse, children, parents, grandparents, or sibling). Therapeutic reasons may include family visits for family reunification or reconciliation if identified as a need in the client's assessment and included in the client's treatment plan and approved by the clinical team. Vacations and holiday trips are not eligible for bed-holds and will not be reimbursed. DHSP **MUST** be notified if a bed hold for an individual client extends beyond 10 consecutive days. DHSP will reimburse according to the following circumstances: a) "Bed-Holds" cannot be carried over from one contract term for use in a future contract term; and b) DHSP will not reimburse for a "Bed-Hold" if the resident does not return or continue to stay at the agency after the "Bed-Hold" occurs. The total number of "Bed-Holds" per contract term is determined by calculating eight "Bed-Holds" per resident. However, the total number of "Bed-Holds" will be pooled for the entire agency and utilized as per resident need. "Bed-Holds" are not limited per resident but limited to the agency's overall total.

3.10.2 **Emergency and Disaster Plan:**

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

3.11 **Contagious and Infectious Disease Management:**

RCS clients must meet applicable public health admission requirements. Due to the nature of transitional housing, complete health information may not be available prior to admission. Clients will be observed and screened at intake and on an ongoing basis for symptoms of contagious or infectious disease (other than HIV). If a client is suspected of having a contagious or infectious disease, the client will be appropriately isolated, and a physician or qualified healthcare provider will be consulted to determine whether the resident may safely remain in the program.

Contractor must develop, implement, and maintain a site-specific Tuberculosis Exposure Control Plan for Residential Facilities consistent with public health guidance and best practices. At a minimum, the plan must address screening, prevention, identification, isolation, reporting, and staff training related to tuberculosis exposure. Contractor must submit their Tuberculosis Exposure Control Plan to DHSP within 30 Days of contract start and must comply with any required updates or revisions.

3.12 Guidelines on Materials Review

- 3.12.1 Contractor must obtain written approval from DHSP's Director, or designee, for all administrative and educational materials utilized in association with the delivery of services for the program prior to use, in order to ensure that such materials adhere to community norms and values and are in compliance with all Contract requirements.
- 3.12.2 Additional information about materials review and related guidelines can be found at:
<https://www.cdc.gov/nchhstp/media/pdfs/2024/08/cdc-hiv-content-review-program-guidance-2016.pdf> and
<http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm#MATERIALS>

3.13 County's Data Management System

- 3.13.1 The County's data management system is used to standardize reporting and billing/invoicing, support program evaluation processes, and to provide DHSP and Contractor with information relative to the HIV and STD epidemic in LAC. Contractor must ensure data quality, and compliance with all data submission requirements provided in writing by DHSP.
- 3.13.2 Contractor must utilize County's data management system to register client's demographic/resource data; enter service utilization data, medical and support service outcomes; and record linkages/referrals to other service providers and/or systems of care.
- 3.13.3 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI) monthly.

3.14 People with HIV/AIDS Bill of Rights and Responsibilities

Contractor must comply with Exhibit I of the Contract, People with HIV/AIDS Bill of Rights and Responsibilities.

If Contractor chooses to use its own Bill of Rights document, it must be drafted in accordance with Exhibit I and include, at minimum, all of the rights and responsibilities included in Exhibit I. Contractor must demonstrate to DHSP, upon request, that Contractor incorporated all components of Exhibit I.

3.15 Emergency Medical Treatment

- 3.15.1 Contractor will arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury.
- 3.15.2 Contractor will have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP within 30 Days of the execution of the Contract.

3.16 County's Commission on HIV

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

3.17 Client Feedback

All services provided under this Contract must be subjected to regular client feedback. Contractor must develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services as referenced in Paragraph 7.5 of the Contract, Clinical Quality Management.

- 3.17.1 In order to obtain input from clients served, Contractor will regularly implement and establish one or more of the following:
 - a. Satisfaction surveys;
 - b. Focus groups with analysis and use of documented results;
 - c. Public meeting with analysis and use of documented results;
 - d. Visible suggestion box(es); and/or
 - e. Other client input mechanism(s).

3.18 Ryan White Program Service Standards

3.18.1 Contractor must develop policies and procedures to ensure that services to clients are not denied based upon client's:

- a. Inability to produce income documentation;

- b. Non-payment of services (any fees charged must be in compliance with Exhibit H, Requirements Regarding Imposition of Charges for Services, of the Contract); or
- c. Outstanding balance due to Contractor.

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

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

- a. Maintaining files of eligibility and clinical policies;
- b. Maintaining files on individuals who are refused services and the reason for the refusal.
- c. Documentation of eligibility and clinical policies to ensure they do not:
 - i. Permit denial of services due to pre-existing conditions;
 - ii. Permit denial of services due to non-HIV related conditions (primary care); and
 - iii. Provide any other barriers to care due to a person's past or present health condition.

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

- a. Employee code of ethics;
- b. Corporate compliance plan (for Medicare and Medicaid professionals);
- c. Ethics standards or business conduct practices;
- d. Discouraging soliciting cash or in-kind payment for awarding contracts, referring clients, purchasing goods or services, or submitting fraudulent billing;
- e. Anti-kickback policies with implications; appropriate uses, and application of safe harbor laws. Additionally, Contractor must comply with federal and State anti-kickback statutes, as well as the "Physician Self-Referral Law" or similar regulations; and
- f. Plan that outlines reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

3.19 Screen for Ryan White Program Eligibility

By law, Ryan White HIV/AIDS Treatment Modernization Act of 2009 is the payer of last resort. As such providers are required to determine and verify an individual's eligibility for services from all sources (see Attachment 2, Ryan White Program Eligibility Documentation and Verification of Contract), to ensure the individual is provided the widest range of needed medical and support services. This means Contractor must coordinate benefits and ensure that the individual's eligibility for other private or public programs is determined. Contractor must vigorously pursue enrollment into health care coverage for which their clients may be eligible (e.g., Medicaid, CHIP, Medicare, state-funded HIV/AIDS programs, employer sponsored health insurance coverage, and/or other private health insurance), and document all efforts

3.19.1 Contractor must verify the availability of client health insurance coverage, (e.g., Medi-Cal, private coverage, Medicare, etc.), on a yearly basis.

3.19.2 Additional eligibility documentation must include, but not be limited to:

- a) HIV Status: A documented diagnosis of HIV is required only once at entry into care. (Note: People who do not have an HIV diagnosis are eligible to receive certain services as outlined in HRSA HIV AIDS Bureau (HAB) Policy Clarification Notice (PCN) 16- 02 Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of HRSA Funds, and as otherwise stipulated by HRSA HAB. This includes people with preliminary positive point-of-care testing, clinical suspicion of acute HIV, self-reported history of HIV without documentation, or any other circumstance in which HIV diagnostic confirmatory testing is still pending or needed.) For more information see: <https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/service-category-pcn-16-02-final.pdf>
- b) Proof of LAC residency (annually);
- c) Verification of client's income (annually);
- d) A HIPAA-compliant Release of Information (ROI) form, if the client chooses to sign one. Clients may refuse to sign an ROI, and refusal may not affect eligibility for or receipt of services. If executed, the ROI must be kept in the client's file and updated at least annually; and
- e) A signed and dated Limits of Confidentiality in compliance with State and federal Law (annually).

3.20 Partner Services Referrals

Contractor must inform clients about the availability of DHSP Partner Services (PS) and provide linked referral information for clients who access DHSP PS through RCS.

3.21 Culturally Appropriate and Linguistically Competent Services

3.21.1 Contractor will provide services with non-judgmental, culturally affirming attitudes that convey a culturally and linguistically competent approach that is appropriate to the client.

4.0 WORK REQUIREMENTS

Contractor will provide RCS to eligible RWP clients in accordance with procedures formulated and adopted by Contractor's staff, in accordance with HRSA HIV/AIDS Bureau (HAB) Policy Notices, RWP Part A regulations, LAC Commission on HIV Standards of Care RCS, and all applicable federal, state, and local laws and regulations, and the terms of the Contract.

RCS under the Contract will be provided under one or more of the following service categories:

- A. **Category 1: Residential Care Facilities for the Chronically III (RCFCI)** for all LAC SPAs.
- B. **Category 2: Transitional Residential Care Facilities (TRCF)** for all LAC SPAs.
- C. **Category 3: Substance Use Disorder Transitional Housing (SUDTH)** for all LAC SPAs.
- D. **Category 4: Emergency Rental Assistance (ERA)** for all LAC SPAs.

4.1 Category-specific Work Requirements

In addition to the requirements set forth in this SOW, Contractor must provide the services and activities as detailed in the following, as applicable:

- 4.1.1 Category 1: RCFI (Attachment A-1)
Specific Work Requirements for RCFCI Services for Eligible Ryan White Program Clients in Los Angeles County
- 4.1.2 Category 2: TRCF (Attachment A-2)

Specific Work Requirements for TRCF for Eligible Ryan White Program Clients in Los Angeles County

4.1.3 Category 3: SUDTH (Attachment A-3)
Specific Work Requirements for SUDTH for Eligible Ryan White Program Clients in Los Angeles County

4.1.4 Category 4: ERA (Attachment A-4)
Specific Work Requirements for ERA for Eligible Ryan White Program Clients in Los Angeles County

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

5.1 Contractors must obtain permission from the Director of DHSP or designee at least 60 Days prior to the addition/deletion of service facilities, specific tasks and/or work hour.

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

6.0 CLINICAL QUALITY MANAGEMENT PROGRAM

Contractor must implement a Clinical Quality Management (CQM) program, as defined in Paragraph 7.5 of the Contract, Clinical Quality Management, as well as Paragraph 7.6 of the Contract, Participation in DHSP CQM Program, that assesses the extent to which the HIV-related care and services provided are consistent with federal, State, and local standards of HIV care and services. Contractors may be asked to participate in County-wide quality initiatives to improve services delivery, quality of care, and care coordination.

7.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Paragraph 6.31 of the Contract, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

7.1 Meetings

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

7.2 County Observations

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

8.0 HOURS/DAYS OF WORK

The Contractor must provide RCS services 24 hours per day, seven days per week, 365 days per year.

9.0 WORK SCHEDULES

- 9.1 Contractor must maintain a work schedule for each location/facility and submit to the County Program Manager upon request. Said work schedules must be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules must list the time frames of the tasks to be performed by day of the week and morning, afternoon, and/or evening hours.
- 9.2 Contractor must notify County Program Manager when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Program Manager within 30 working days prior to scheduled time for work.

SERVICE DELIVERY SITE & CONTRACT GOALS/OBJECTIVES WORKSHEET

ATTACHMENT 1

(Rev 10/2015)

Agency: _____

Service Category: _____

Contract Number: _____

Term: _____

The following information will be used to negotiate your contract goals, objectives and budgets for the upcoming contract term.

Goals and Objectives	Service Delivery Site Address	(enter goal)		(enter goal)		(enter goal)		(enter goal)		Allocation % Designation	SPA	Supervisor's District
Service Unit		No. of Clients	No. of Hours	No. of Clients	No. of Hours	No. of Clients	No. of Hours	No. of Clients	No. of Hours			
Site # 1												
Site # 2												
Site # 3												
Site # 4												
Site # 5												
TOTAL												

I acknowledge that the Service Delivery Site and Goals and Objectives Worksheet has been accurately completed to the best of my knowledge and may be used to prepare the contract for the above noted contract term.

Agency Head Name _____

Agency Head or Designee Signature _____

Date _____

FOR DHSP USE ONLY: Approved _____ Not approved _____		
_____ Program Manager Name	_____ Program Manager Signature	_____ Date
_____ Supervisor Name	_____ Supervisor Signature	_____ Date

RESIDENTIAL CARE SERVICES
Ryan White Program Eligibility Documentation and Verification

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

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

**CATEGORY 1: RESIDENTIAL CARE FACILITY FOR THE
CHRONICALLY ILL**

**SPECIFIC WORK REQUIREMENTS
FOR**

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

1.0 DESCRIPTION

Contractor must provide Residential Care Facility for the Chronically Ill (RCFCI) services to be delivered in a licensed, non-institutional, home-like environment to Ryan White Program (RWP) people living with HIV (PLWH), who require assistance with activities of daily living. The length of stay for this service is 24 months or less with a primary purpose of transitioning clients to a more stable housing option where they can obtain greater independence toward self-care.

RCFCI consists of licensed, group home facilities with a maximum of 50 beds in any one facility. RCFCI is a non-institutional, homelike environment in any building or housing arrangement which is maintained and operated to provide 24-hour care.

Prospective clients must (this applies to a minimum of one individual within a family unit, as applicable):

1. Be an adult aged 18 and older; or
2. Be an emancipated minor;
3. Reside within a family unit comprised of adults and/or children;
4. Meet RWP eligibility requirements (see: Subsection 3.19 of Statement of Work);
5. Be certified by a qualified health care professional to require regular or ongoing assistance with Activities of Daily Living;
6. Have a Karnofsky Performance Status scale of 70 or less, (as obtained through proper evaluation by a licensed physician, registered nurse, or clinical social worker); and
7. Be homeless or unstably housed.

An RCFCI facility may accept or retain the following clients whose condition has been diagnosed as chronic and life threatening and who require different levels of care, such as:

1. Clients whose illness is intensifying and causing deterioration in their condition, provided they do not require inpatient care in an Acute Care Hospital or a Skilled Nursing Facility, as determined by the client's physician; or

2. Clients who have, in addition to the above, other medical conditions or needs that require the use of medical equipment, if the facility is able to meet statutory regulation requirements, (see: California Code of Regulations, Community Care Licensing Division, Title 22, Article 8, Medical and Health Related Care, Section 87890, Allowable Conditions), when providing these services to clients.

For more information, please refer to California Code of Regulations Community Care Licensing Division, Title 22, Article 8. Medical and Health Related Care, Section 87890 Allowable Conditions, located at:

<https://www.cdss.ca.gov/ord/entres/getinfo/pdf/rcfci3.pdf>

1.1 DHSP Program Goal and Objectives

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

Table 1

PRIMARY GOAL:	Improve individual-level health outcomes and well-being of persons living with HIV by removing housing-related barriers through the provision of residential care services
PROGRAM GOALS:	1. Provide safe, clean, and supportive residential care for persons living with HIV who require assistance with activities of daily living, including appropriate nutrition and physical and psychological support. 2. Support engagement in HIV medical care and essential supportive services by facilitating appointment attendance, care coordination, and treatment adherence to improve health outcomes. 3. Promote clients' social, emotional, and psychological well-being through supportive services that enhance stability and quality of life. 4. Facilitate timely transitions to lower-acuity or permanent housing options as clients' health status and level of independence improve.
PROGRAM OBJECTIVES:	1. Provide safe and clean living quarters for PLWH who require help with the activities of daily living; 2. Ensure clients receive proper nutrition; 3. Provide for and maintain clients' physical and psychological comfort; 4. Ensure clients attend medical and wrap-around service appointments; 5. Provide for social and emotional support services; and 6. Move clients to a lower-acuity facility, transitional residential care facility, or other more permanent housing if/when they become qualified.

2.0 DEFINITIONS

- 2.1 **Activities of Daily Living:** Tasks that must be completed by or for a person on a daily basis to meet their personal needs. Such tasks must include, but not be limited to housework, meal preparation, laundry of clothes/linens and other washable items, taking medication, money management, transportation for personal or medical appointments, communication with others via telephone or writing, dressing, eating, toileting, bathing, grooming, and ambulation.
- 2.2 **Care and Supervision:** Providing for or overseeing any one or more of the following activities by a person or facility to meet the needs of the RCFCI clients: assistance in dressing, grooming, bathing, and other personal hygiene; assistance with taking medication; central storing and/or distribution of medications; arrangement of and assistance with medical and dental care; maintenance of house rules for protection of the clients; arrangement and managing of client schedules and activities; maintenance and/or management of client cash resources or property; monitoring food intake or special diets; and providing basic services as specified in Title 22 CCR Section 87860 Basic Services To Be Provided By The Facility.
- 2.3 **Nutritionist:** Professional with a master's degree in food and nutrition, dietetics, or public health nutrition.
- 2.4 **Registered Nurse:** A professional caregiver trained to care for the chronically ill who is licensed in the State of California by the Board of Registered Nursing.

3.0 RESPONSIBILITIES

The Contractor's responsibilities are as follows:

3.1 Staffing

- 3.1.1 The RCFCI's facility must have the staff qualified to manage the facility; supervise operations on a 24-hour basis; and maintain records as required by DHSP. Contractor must ensure that all direct services to clients are provided by staff trained in the provision of facility services and that all services requiring specialized skills are performed by personnel who are licensed or certified to perform the service.
 - 3.1.1.1 **Program Director** - Contractor will provide an administrator with the primary responsibility for the oversight of the RCFCI's facilities. This person can

provide oversight for multiple facilities, as applicable and may also serve as the Program Manager (see Subsection 3.3.1 of Statement of Work).

3.1.1.2 **Direct Care Staff** – Individuals who are employed by the facility and provide direct personal care to clients, including, but not limited to assistance with Activities of Daily Living. Contractor will provide an adequate number of Direct Care Staff to ensure proper care of clients 24-hours per day.

- a. *Daytime hours* - a minimum staffing ratio of one direct care staff person up, awake, and on duty for every ten clients on the premises. Standard daytime hours are between 8:00 a.m. to 5:00 p.m.
- b. *Evening/night hours* - the minimum staffing required is one direct care staff person up, awake, and on duty for every 15 clients on the premises. Standard evening/night hours are between 5:00 p.m. - 8:00 a.m.
- c. For clients who are unable to assist in the performance of activities of daily living and for clients whose death is imminent, the direct care staffing ratio should be one direct care staff person to every three clients.
- d. In addition to the onsite direct care staff, an additional one direct care staff must be on-call and available no more than 30 minutes away from the facility in case of emergency.

3.1.1.3 **Registered Nurse Case Manager** – Contractor must have a minimum of one Registered Nurse Case Manager responsible for the provision and/or coordination of the services provided at the facility.

OPTIONAL STAFF:

3.1.1.4 **Support Staff** – Contractor may choose to provide the following:

- a. Mental Health Specialist to provided mental heath support on an as needed basis
- b. A housekeeper for deeper cleaning of the facility no more than twice a month;
- c. A gardener no more than once a week; and

- d. Staff to provide general maintenance and upkeep of the facility on an as-needed basis.

3.2 Approval of Contractor's Staff and Subcontractors

- 3.2.1 Contractor must obtain and maintain written agreements or contracts with agencies or individuals to provide the following type of services:

- 3.2.1.1 Bio-hazardous waste disposal agency – Contractor must employ a waste disposal company registered by the California Department of Toxic Substance Control and the California Department of Public Health if Contractor will be generating bio-hazardous waste.

- 3.2.1.2 Pharmacy – Contractor must have an agreement with a pharmacy to arrange for prepackaged medications.

- 3.2.1.3 Licensed home health care agency/individuals – Contractor must have agreements with agencies or individuals to provide the following (if these services aren't provided directly by the Contractor's staff):

- a. Case management services;
 - b. Counseling regarding HIV and AIDS, including current treatment of the illness and its possible effects on the clients' physical and mental health;
 - c. Counseling on death, dying, and the grieving process;
 - d. Psychosocial support services
 - e. Substance use counseling;
 - f. Nutrition support services; and
 - g. Consultation on social services and benefits including, but not limited to housing, health benefits, financial planning, and availability of other community-based and public resources.

3.3 Approval of Contractor's Volunteers

- 3.3.1 Volunteers – Contractor may utilize volunteers to provide companionship, transportation, respite care, errands, and emotional and spiritual support.

Volunteers may not be used as substitutes for required personnel. Any volunteers providing client care services must have clearly defined roles and responsibilities, which must be submitted to DHSP in writing.

3.4 Contractor's Facility

Contractor must maintain each facility in good repair and sufficient to facilitate high-quality, appropriate services. County personnel will conduct site visits prior to contract execution on all existing and/or new service delivery sites to verify that Contractor's facility and location satisfies each of the following requirements:

- a. Meets Americans with Disabilities Act requirements for accessibility;
- b. Is within three blocks of public transportation;
- c. Is open during client-friendly hours (e.g., evenings, weekends);
- d. Free parking is available;
- e. All required equipment is in working order;
- f. Provides privacy at the front (sign-in area) or reception desk;
- g. Is free of graffiti and trash on grounds and in facility;
- h. Security provided outside and inside the facility;
- i. Has confidential exam, treatment and interview rooms present and available for use;
- j. Has clear, distinct outside signage;
- k. Facilities are clean, well-lit, and clearly marked indicating location of services;
- l. Is located within Los Angeles County;
- m. Availability of water (hot/cold);
- n. Has working electricity;
- o. Has operational smoke and carbon monoxide detectors as required by building codes; and
- p. Has, at least, one operational fire extinguisher.

3.5 Contractor's Service Delivery Site(s):

- 3.5.1 Length of Stay: The length of stay must not exceed 24 months beginning with the first day of enrollment. DHSP approval will be required for extensions based on the clients health status. Any extension requests require prior approval from DHSP's Director or designee. Requests must be submitted on the one page DHSP Client Treatment Extension Request form with required supportive documentation and must be submitted a minimum of five working days prior to reaching the maximum stay limitation. DHSP Client Treatment Extension Request Form will be provided by DHSP at contract execution.

Clients receiving DHSP-funded RCFCI services must be reassessed on a quarterly basis to monitor and document changes in health status, progress toward treatment goals, and progress towards self-sufficiency with assisted daily living. Upon

reaching and sustaining a Karnofsky Performance Status scale above 70, RCFCI clients will be expected to transition towards independent living or another type of residential service more suitable to their needs.

4.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by the Contractor must include, but not be limited to, the following:

4.1 Provide Lodging services to qualified PLWH

4.1.1 Contractor must manage a licensed, residential care facility for the chronically ill that provides a non-institutional, homelike environment in any building or housing arrangement which is maintained and operated to provide 24-hour Care and Supervision to qualified individuals living with HIV. Within the residential care facility, contractor must:

- a. Maintain current licensing for the facility that complies with all State regulations applicable to RCFCIs;
- b. Operate a facility that includes *no more than 50 beds*;
- c. Provide for monthly utilities including, but not limited to water, gas, trash, phone, and internet service;
- d. Provide a working telephone on site;
- e. Provide for securable storage space for clients' personal items;
- f. Make kitchen space available with adequate refrigerator space in the lodging facility for clients who desire and can prepare their own meals;
- g. Provide for proper living environment with adequate heating/cooling, lighting, and running water (hot/cold);
- h. Provide housekeeping services at regular intervals, no less than three times weekly and more frequently, as needed;
- i. Provide free laundry facilities on site; or free laundry services;
- j. Provide a bedroom with individual beds for no more than two clients per bedroom;
 - Provide fresh bed linens (sheets/blankets) a minimum of once per week (and more often as needed);
- k. Provide equipment and supplies necessary for clients' personal care and proper hygiene maintenance to include, but not be limited to:
 - i. Dental care (toothbrush, toothpaste, and floss)
 - ii. Skin care (soap, lotion)
 - iii. Hair care (shampoo and conditioner)

- iv. Shaving care (razor and shaving cream)
 - v. Nail care (nail clippers, nail file)
 - vi. Daily access to clean towels;
- l. Make available access to adequate common and recreation areas for all clients; and
 - m. Provide space and privacy for clients to receive guests.

4.2 Provide supportive services to clients

- 4.2.1 Contractor must provide supportive services while clients are housed in its facility to include, but not limited to:
- a. Personal care services to maintain both physical and psychological comfort including any Activities of Daily Living and specific services needed by the client;
 - b. Three meals per day and additional nourishments of the quality and quantity to meet each clients' basic nutritional needs, including special dietary considerations, in accordance with any physician's orders;
 - c. Make consultations with a Nutritionist available to all clients to ensure proper nutrition, to answer nutrition questions clients may have, and to assist with any cultural dietary needs;
 - d. Regular recorded observations and assessments by facility staff of the clients' physical and mental condition;
 - e. Transportation to medical, dental, therapeutic, mental health, substance use, and any other appointments related to physical health, mental health, or other related supportive/social services*;
 - f. Provide for social and emotional support services of the clients' own choice; and
 - g. Discharge assistance, including, but not limited to referring and linking clients to another available placement, as needed.

4.3 Provide Social/Recreational Activities

- 4.3.1 Contractor must ensure that written and planned recreational activities are provided for the clients. Each resident who is capable will be given an opportunity to participate in the planning, preparation, implementation, clean-up, and feedback of the scheduled events. Clients will be encouraged to participate in activities designed to meet their individual needs.

Activities will be designed to make life more meaningful, to stimulate and support physical and mental capabilities, and to enable the client to maintain the highest attainable social, physical,

and emotional functioning. The activity programs will consist of scheduled and planned individual, small and large group activities and events which are designed to meet the needs and interests of each client to include, but not be limited to:

- a. Worship services;
- b. Community service activities;
- c. Community events (e.g., concerts, tours, dances, plays, holiday celebrations, libraries);
- d. Self-help organizations;
- e. Senior citizen groups;
- f. Sports leagues;
- g. Service clubs; and
- h. On-site celebrations and activities (e.g., holidays, birthdays, game nights, movie nights, etc.).

4.4 Conduct Client Intake and Assessments

4.4.1 Client intake is required during the first contact for all potential clients who request and/or who are referred to RCFCI services. Intake determines eligibility for services and includes assessments to identify needed support systems for clients which consists of the following:

- a. *Interviewing* prospective client and their authorized representative;
- b. *Ensuring eligibility* by verifying the prospective client meets one of the following qualifications:
 - i. An adult 18 years of age or older; or
 - ii. An emancipated minor; or
 - iii. Is within a family unit with adults and/or children.

Additionally, prospective clients must qualify under ALL the following (this applies to a minimum of one individual within a family unit, as applicable):

- 1. Is certified by a qualified health care professional as needing ongoing assistance with Activities of Daily Living;
- 2. Have a Karnofsky Performance Status scale of 70 or less (as obtained through proper evaluation by a licensed physician, registered nurse, or clinical social worker);
- 3. Meets RWP eligibility requirements; and
- 4. Is homeless or unstably housed.

- c. *Gather* demographic data, emergency contact, admissions agreements, and eligibility documentation for file;
- d. *Provide prospective client with information* about the facility and its services that includes policies and procedures, confidentiality, safety information, house rules and activities, clients' rights and responsibilities, and grievance procedures; and
- e. *Assess* each client to identify need for palliative care.
 - i. Assessments will include consideration of the following: age, health status, mental health status, family involvement, family composition, special housing needs, level of independence, ambulatory status, level of resources available to solve problems, and factors of co-morbidity.
 - ii. Prior to or within 30 Days of acceptance of the client, Contractor will obtain a written medical assessment by a physician with knowledge of the patient to determine if the facility can provide the necessary ongoing care required by the client's medical condition and status. Such assessment may not be more than three months old when obtained by the Contractor.
 - iii. When a medical assessment cannot be obtained prior to admission of the client, a Registered Nurse must provide a health assessment within 24 hours of admission to determine if any immediate health needs are present which may preclude placement at the RCFCI. A medical assessment must provide the following:
 - a. A record of any infectious or contagious disease which would preclude care of the patient;
 - b. A chest x-ray (obtained within three months of placement); or
 - c. A Mantoux tuberculin skin test recorded in a millimeter, which was performed not more than three months of placement. A patient who has had a previous positive reaction should not be required to obtain a Mantoux tuberculin skin test, but must be required to obtain a chest x-ray and a physician's statement that the patient is negative for communicable tuberculosis;
 - d. A record of all prescriptions and over-the-counter medications being taken by the client;
 - e. Identification of all the clients special medical problems; and
 - f. Ambulatory status of the client.

- iv. If accepting a client with mental health issues or the mental health of a potential client is of concern, a mental health assessment must be completed by a licensed mental health professional prior to acceptance of the client (the assessment may be completed by a student intern if they are supervised by a mental health licensed professional).
- v. If it is determined that a potential client requires immediate health or mental health care, and the needs cannot be met at the RCFCI, Contractor must ensure the patient is referred to an appropriate health care facility.
- vi. Clients receiving DHSP-funded RCFCI services must be reassessed on a quarterly basis to monitor and document all changes in health status, progress toward treatment goals and progress toward independent life skills. Clients are expected to transition to independent living or another type of residential service suitable to their needs by the 24-months.

4.5 Develop Individual Service Plan

4.5.1 Utilizing information from the initial interview and assessment, Contractor must develop an individual service plan (ISP) to serve as a framework for the type and duration of services provided during the clients stay. ISP must be developed prior to or within one week of admission to the facility. Facility staff must regularly observe each client for changes in physical, mental, emotional, and social health and function and update the plan accordingly. The individual service plan must include the following for all clients:

- a. Client's background.
- b. Current health and mental health status.
- c. Functional limitations.
- d. Medications.
- e. Medical treatment/therapy.
- f. Specific service needs.
- g. Intermittent home health care requirements.
- h. Agencies or persons assigned to carry out any services.
- i. "Do Not Resuscitate" order, if applicable.
- j. Plan review and re-evaluation schedule.
- k. Documentation within the individual service plan file must include goals, steps to achieve goals, expected timeframe to complete goals, and the disposition of each goal.

The plan must be updated at a minimum every three months, or more often if the client's condition warrants more frequent updates. Services identified in the plan should be provided directly or the facility should directly link the client with outside resources and ensure their needs are met.

4.5.1.1 *Individual Service Plan Team:* All health services components of the plan must be developed and monitored in coordination with the provider of service and must reflect the elements of the client's treatment plan developed by the individual service plan team (ISPT). The ISPT must constitute the following individuals who will be involved in the development and updating of the plan:

- a. The client (or authorized representative).
- b. Client's physician.
- c. Facility's Registered Nurse Case Manager.
- d. Direct Care Staff.
- e. Program Director (or designee).
- f. Social worker/placement worker.
- g. Pharmacist (as needed).

4.5.1.2 *Monthly Case Conferences:* A monthly case conference must include review of the ISP, including client's health and housing status, the need for and use of medical and other support services, and progress towards discharge, as appropriate. Attendees at the monthly case conference will include, but not be limited to:

- a. The client (or authorized representative).
- b. Facility's Registered Nurse Case Manager.
- c. Direct Care Staff.
- d. Mental health specialist.

Participants can include housing coordination staff and/or representatives from other community organizations, subject to the client's approval. The client may also invite the participation of an advocate, family member or other representative. The in-person or virtual case conference must be documented and include areas of discussion, outcomes, participants, and any specific steps necessary to obtain services and support for the client.

4.6 Determine Level of Care for qualified Clients

4.6.1 Contractor may accept or retain the following clients whose condition has been diagnosed as chronic and life threatening and who require different levels of care, such as:

4.6.1.1 Clients whose illness is intensifying and causing deterioration in their condition, provided they do not require inpatient care in an acute care hospital or a skilled nursing facility, as determined by the clients physician;

4.6.1.2 Clients whose condition has deteriorated, and death is imminent; or

4.6.1.3 Clients who have, in addition to the above, other medical conditions or needs that require the use of medical equipment, if the facility is able to maintain statutory regulation requirements when providing these services.

4.6.1.4 Contractor must not accept or retain* clients who:

- a. Require in-patient care in an acute hospital;
- b. Requires treatment and/or observation by the appropriately skilled professional for more than eight hours per day in the facility;
- c. Has communicable active tuberculosis or other airborne communicable disease requiring isolation and negative airflow precautions;
- d. Requires 24-hour intravenous therapy;
- e. Has a psychiatric condition(s) and is exhibiting behaviors which could present a danger to self or others;
- f. Has a Stage II or greater decubitus ulcer;
- g. Requires renal dialysis treatment in the facility;
- h. Requires life support systems including, but not limited to, ventilators and respirators;
- i. Has a diagnosis that does not include a chronic life-threatening illness;
- j. Has a primary diagnosis of Alzheimer's; and/or
- k. Has a primary diagnosis of Parkinson's Disease.

*Contractor will arrange for client to be moved to the proper care facility.

4.7 Manage Medications

- 4.7.1 Contractor must ensure compliance with all provisions governing medications as specified in Title 22, Division 6, Chapter 8.5, Sections 89714 – 87922.
- 4.7.2 Administration of medication will only be performed by an appropriate skilled professional.
 - 4.7.2.1 Direct staff will be allowed to assist the client with self-administration of medications if the following conditions are met:
 - a. Direct staff who provide assistance must have knowledge of medications and possible side effects; and
 - b. On-the-job training in the facility's medication practices as specified within Title 22, Division 6, Section 87865(g)(4).
- 4.7.3 Medication will be stored in a locked place that is not accessible to persons other than employees who are responsible for the supervision of locally stored medications. Keys used for medication storage must not be accessible to clients. Medications that require refrigeration must be kept in a locked container. No persons other than the dispensing pharmacist must alter prescription labels and each medication must be stored in its originally received container. All medications must be clearly labeled and maintained in compliance with label instructions and State and federal mandates.
- 4.7.4 Self-administered medications are permitted for clients who are physically and mentally capable to be responsible to properly take it as directed and will only be permitted to do so under the following circumstances:
 - a. All members of the ISPT are in agreement;
 - b. The ISP includes statement that client is capable of medication administration;
 - c. Contractor provides client with a locked container to keep medication;
 - d. Direct Care Staff have copy of key to access medication;
 - e. Consideration of the safety of all clients has been considered in making the decision regarding self-administered medication;
 - f. A written agreement is signed between the Facility representative and the client that they will self-administer the medication. The agreement must state who is responsible

for reordering medication and a copy should be kept in client's file; and

- g. Direct Care Staff must immediately notify the client's physician and the Registered Nurse Case Manager of any change in the client's capacity to self-administer medications.

4.7.5 Medication procedures outline how medication is to be managed and include the following:

- a. Medication must not be pre-poured pursuant to Section 87914 (f) more than 12 hours prior to being taken by the client;
- b. Pre-poured medications must be stored in a locked area with the name of the client clearly printed on the medication cup/utensil;
- c. Direct Care Staff must observe the taking of medications;
- d. Clients will not be forced to take medications;
- e. Medications will not be disguised in food or liquid without the client's knowledge and permission;
- f. Direct Care Staff must not give more medication than is prescribed or make any decisions to withhold medications without physician consultation;
- g. Document any refusal to take medications in clients file and alert prescribing physician and Registered Nurse Case Manager;
- h. Any medication side effects observed by the facility personnel or reported to personnel by clients, their authorized representative, significant other, relative, or friend must be noted in the clients file and reported to the physician immediately. Note in the file date and time report is made to physician, nature of side effect, and document the continued monitoring of the client's condition until stabilized.

4.8 Conduct Resident Discharge Planning

4.8.1 Contractor must complete a discharge summary for each client exiting the facility to include but not be limited to:

- a. Documented linkage to primary medical care, emergency assistance; supportive services; and early intervention services as appropriate;
- b. Linkage to supportive services that enhance access to care (case management, nutritional support, and transportation); and

- c. Linkage and placement in transitional or permanent housing.

4.9 Maintain RCFCI Files and Policies and Procedures

- 4.9.1 Each facility must maintain client files for no less than seven years and a current written, definitive plan of operation outlining the following:
 - a. Admission/discharge policies and procedures (including admissions requirements);
 - b. Admissions agreements (release of information updated annually, consent to receive services, confidentiality or notice of (Health Insurance Portability and Accountability) Act HIPAA, limits of confidentiality);
 - c. Eligibility documentation;
 - d. Client's case management agency;
 - e. Documentation of provision of drug/alcohol abuse counseling or referrals;
 - f. Documentation of occupancy overnight;
 - g. Grievance procedures;
 - h. Client's rights and responsibilities, including code of conduct;
 - i. Safety rules and procedures;
 - j. Individual Service Plan and documented delivery;
 - k. Case conferences documents;
 - l. Staffing plan including qualifications and duties of staff; and
 - m. In-service education of staff.

CATEGORY 2: TRANSITIONAL RESIDENTIAL CARE FACILITIES SERVICES

SPECIFIC WORK REQUIREMENTS FOR RESIDENTIAL CARE SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY

1.0 DESCRIPTION

Contractor will provide Transitional Residential Care Facility (TRCF) services that deliver interim housing for up to 24 months with ongoing supervision for homeless or unstably housed Ryan White Program (RWP) people living with HIV/AIDS (PLWH) in a non-institutional and homelike environment. Services must facilitate movement to a more traditional and permanent living situation through the assessment of the client's needs, counseling, case management, and other supportive services.

Prospective clients must:

1. Be an adult aged 18 and older;
2. Meet the RWP eligibility requirements (see: Subsection 3.19 of Statement of Work);
3. Have a Karnofsky Performance Status scale of 70 or less (as obtained through evaluation by a licensed physician, registered nurse, or clinical social worker);
4. Actively be receiving medical care;
5. Be certified by their medical care provider to take prescription medications independently; and
6. Be homeless or unstably housed.

1.1 DHSP Program Goal and Objectives

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

Table 1

PRIMARY GOAL:	Improve individual-level health outcomes and well-being of persons living with HIV by removing housing-related barriers through the provision of residential care services.
PROGRAM GOALS:	1. Stabilize housing for RWP-eligible persons living with HIV who are homeless or unstably housed through the provision of safe and supportive transitional residential services. 2. Improve clients' health outcomes and overall well-being by supporting consistent engagement in HIV medical care and supportive services. 3. Increase clients' capacity for independent living through structured support, life skills development, and individualized care planning. 4. Promote long-term housing stability by assisting clients in transitioning to permanent or traditional housing.
PROGRAM OBJECTIVES:	1. Provide safe, clean, and homelike transitional housing with ongoing supervision for RWP-eligible PLWH experiencing homelessness or housing instability. 2. Ensure clients attend HIV medical care and wrap-around service appointments through care coordination, reminders, and case management support. 3. Deliver individualized assessments, counseling, and case management services to address clients' medical, psychosocial, and independent living needs. 4. Facilitate successful transitions to permanent or long-term housing through housing navigation, referrals, and coordinated discharge planning.

2.0 DEFINITIONS

All definitions applicable to this service category are provided in **Exhibit A, Statement of Work for Residential Care Services**.

3.0 RESPONSIBILITIES

The Contractor's responsibilities are as follows:

3.1 Staffing

- 3.1.1 The TRCF facility must have the staff qualified to manage the facility and maintain records as required by DHSP. Contractor must ensure that all direct services to clients are provided by staff appropriately trained in the provision of facility services. Additionally, any services requiring specialized skills must be performed by personnel who hold the necessary license or certifications to perform the service. Required staff and optional staff are as follows:

REQUIRED STAFF:

- 3.1.1.1 **Program Director** - Contractor must provide an administrator with the primary responsibility for the oversight of the TRCF's facilities. This person can provide oversight for multiple facilities, as applicable and may also serve as the Program Manager (see: subsection 3.3.1, of the Statement of Work).
- 3.1.1.2 **House Manager** - A minimum of one staff person must be available to ensure a clean, safe, comfortable, and alcohol/drug free environment. The House Manager is responsible for performing admission, intake, and assessment functions, as well as ongoing evaluation of clients' supervision and care needs and ensuring needs are met. The House Manager must ensure clients are meeting goals for care and treatment. They must be responsible for the oversight and provision of planned activities; ensuring chores/housekeeping by clients are completed; assisting in providing clients with supplies such as laundry soap, personal supplies, cleaning supplies, etc., as needed; oversight of visitor scheduling; and other tasks as required. They are also responsible for oversight of volunteers. The House Manager (or designee) must be located at the facility for eight hours during the day and available by phone during evening/night hours.

a. Minimum Qualifications

- Bachelor's degree in social work, human services, public health, or a related field OR a minimum of three years of experience in residential services, case management, or supportive housing serving individuals with chronic medical conditions, including HIV.

- Experience working with individuals living with HIV and knowledge of HIV-related health, psychosocial, and supportive service needs.
- Demonstrated experience in residential facility operations or transitional care settings.
- Knowledge of harm reduction principles, trauma-informed care, and cultural humility.
- Strong organizational, documentation, and communication skills.
- Ability to supervise staff and volunteers.
- Current CPR/First Aid certification (or ability to obtain upon hire).

3.1.1.3 **Direct Care Staff** – Contractor must provide an adequate number of Direct Care Staff to ensure proper care of clients. Must be responsible for the oversight and provision of planned activities. They are responsible for assisting with arranging transportation; help schedule appointments; ensuring chores/housekeeping by clients is completed; assisting in providing clients supplies such as laundry soap, personal supplies, cleaning supplies, etc. as needed; oversight of visitor scheduling; and other tasks as required. A minimum of one staff person must be available to ensure a clean, safe, comfortable, and alcohol and drug free environment.

OPTIONAL STAFF:

3.1.1.4 **Support Staff** – Contractor may choose to provide the following:

- a. A housekeeper for deeper cleaning of the facility no less than twice a month;
- b. A gardener at minimum once per week; and
- c. Staff to provide general maintenance and upkeep of the facility on an as-needed basis.

3.1.1.5 **Mental Health Specialist** – Contractor may choose to enter into a contractual relationship with a Mental Health Specialist to provide consultative mental health support services to TRCF staff. All services must be provided by California licensed mental health professionals and must conform to the standards and guidelines of the American Psychological Association and the National Association of Social Workers. For

Contractors utilizing a Mental Health Specialist, a separate cost reimbursement budget must be submitted annually.

Licensed Mental Health Professionals are defined as follows:

Licensed Clinical Social Worker: Possesses a master's degree in social work and is licensed to provide psychotherapy services in California.

Licensed Marriage and Family Therapists: Possesses a master's degree in counseling, clinical psychology, and/or psychotherapy and is licensed to provide psychotherapy services in California.

Licensed Psychologists: Possesses a Doctoral degree in psychology or education (Ph.D., Psy.D., and Ed.D.) and is licensed by the Board of Behavioral Sciences (BBS) to provide psychotherapy services.

3.2 Approval of Contractor's Volunteers

3.2.1 Volunteers – Contractor may utilize volunteers to provide companionship, transportation, respite care, errands, and emotional and spiritual support.

Volunteers may not be used as substitutes for required personnel. Any volunteers providing residential care services must have clearly defined roles and responsibilities, which must be submitted to DHSP in writing.

3.3 Contractor's Facility

Contractor must maintain each facility in sufficient, good repair to facilitate high-quality, appropriate services. County personnel will conduct site visits prior to contract execution on all existing and/or new service delivery sites to verify that the Contractor's facility and location satisfies each of the following requirements:

- a. Meets Americans with Disabilities Act requirements for accessibility;
- b. Is within three blocks of public transportation;
- c. Is open during client-friendly hours (e.g., evenings, weekends);
- d. Free parking is available;
- e. All required equipment is in working order;
- f. Provides privacy at the front (sign-in area) or reception desk;

- g. Is free of graffiti and trash on grounds and in facility;
- h. Has a designated room for sleeping and toileting;
- i. Security provided outside and inside the facility;
- j. Has clear, distinct outside signage;
- k. Facilities are clean, well-lit, and clearly marked indicating location of services;
- l. Is located within Los Angeles County;
- m. Availability of running water (hot/cold);
- n. Has working electricity;
- o. Has operational smoke and carbon monoxide detectors as required by building codes; and
- p. Has, at least, one operational fire extinguisher.

3.3.1 **Contractor's Service Delivery Site(s):**

3.3.1.1 Length of Stay: The length of stay must not exceed 24 months beginning with the first day of enrollment. DHSP approval will be required for extensions based on the client's overall level of functioning. Any extension requests require prior approval from DHSP's Director or designee. Requests must be submitted on the one page DHSP Client Treatment Extension Request form with required supportive documentation and must be submitted a minimum of five working days prior to reaching the maximum stay limitation. DHSP Client Treatment Extension Request Form will be provided by DHSP at contract execution.

4.0 **SPECIFIC WORK REQUIREMENTS**

Primary responsibilities and/or services to be provided by the Contractor must include, but not be limited to, the following:

4.1 **Provide Lodging Services to Qualified PLWH**

4.1.1 Contractor must manage a licensed, residential care facility for the chronically ill that provides a non-institutional, homelike environment in any building or housing arrangement which is maintained and operated to provide 24-hour care and supervision to qualified individuals living with HIV. Within the transitional residential care facility, contractor must:

1. Maintain current licensing for the facility that complies with all State regulations applicable to TRCFs;
2. Provide onsite supervision from 4:00 pm to 8:00 am the next day;

3. Operate a facility that includes *no more than 50 beds*;
4. Provide for monthly utilities including, but not limited to water, gas, trash, phone, and internet service;
5. Provide a working telephone on site;
6. Provide for securable storage space for clients' personal items;
7. Make kitchen space available with adequate refrigerator space in the lodging facility for clients to prepare their own meal for a minimum of three meals OR provide referrals for three balanced meals per day (referrals to missions or soup kitchens are not acceptable to meet this requirement);
8. Provide for a proper living environment with adequate heating/cooling, lighting, and hot/cold water;
9. Provide a clean, well-maintained living environment ensuring proper housekeeping by clients is completed at regular intervals;
10. Provide free laundry facilities on site or free laundry services; and
11. Provide a bedroom with individual beds for no more than two clients per bedroom.

4.2 Provide Supportive Services to Clients

4.2.1 Contractor must provide supportive services while clients are housed in its facility to include, but not limited to:

1. Activities to develop clients' self-sufficiency/independent life skills including seeking and receiving needed services and managing financial and other personal resources with the goal of moving clients to independent living.
2. Occasional assistance with activities of daily living, not to extend for a period of more than three months, for clients who experience a temporary setback in their health status as reflected by a drop in their Karnofsky Performance Status scale of less than 70.
3. Referral and linkage to services such as case management, medical care, oral health care, benefits assistance, transportation, housing, vocational development/employment placement, substance use treatment, mental health services, peer support, legal/financial assistance, and other supportive and/or social services. Contractor must demonstrate active collaboration with other agencies to provide services and must maintain a comprehensive list of target providers and must refer and link clients to services on an ongoing basis consistent aligning with their changing needs.
4. Ongoing education regarding HIV prevention, biomedical prevention for sexual partners, risk reduction practices, harm

reduction, licit and illicit drug interaction, medical complications of substance use, hepatitis, tuberculosis, important health and self-care practices, and information about referral agencies that are supportive of PLWH.

4.3 Conduct Client Intake and Assessments

4.3.1 Client intake is required during the first contact for all potential clients who request and/or who are referred to TRCF services. Intake determines eligibility for services and includes assessments to identify needed support systems for clients which consists of the following:

1. *Interviewing* prospective client and their authorized representative;
2. *Ensuring eligibility* by verifying the prospective client qualifies under ALL of the following provisions:
 - i. An adult 18 years of age or older
 - ii. Meets RWP eligibility requirements;
 - iii. Has a Karnofsky Performance Status scale of 70 or less (as obtained through evaluation by a licensed physician, registered nurse, or clinical social worker);
 - iv. Is actively receiving medical care;
 - v. Is certified by their medical care provider to take prescription medications independently; and
 - vi. Is homeless or unstably housed.
3. *Gather* demographic data, emergency contact, admissions agreements, and eligibility documentation for file;
4. *Provide prospective client with information* about the facility and its services; that includes, but is not limited to, policies and procedures, confidentiality, safety information, house rules and activities, clients' rights and responsibilities, as well as grievance procedures; and
5. *Assess each client* to identify strengths and gaps in their support system with the goal of placement in permanent housing.
 - i. Assessments must include consideration of the following: age, health status, family involvement, family composition, special housing needs, level of independence, income, public entitlements, substance use and mental health status and history, credit history, history of evictions, level of resources available to solve problems, and factors of co-morbidity.
 - ii. Clients receiving DHSP-funded TRCF services must be reassessed on a quarterly basis to monitor and document any and all changes in health status, progress toward treatment

goals and progress toward independent life skills. Clients are expected to transition to independent living or another type of residential service suitable to their needs.

- iii. If the eligibility and assessment process determine that the program cannot meet the needs of the client, a referral to an alternate provider must be made.

4.4 Develop Individual Service Plan

- 4.4.1 Utilizing information from the initial interview and assessment, Contractor must develop an individual service plan (ISP) to address the short-term and long-term housing needs of the client and identify resources for housing and referrals to appropriate medical and social services. ISP must also include specialized services needed to maintain the client in housing and medical care, keep the client adherent to medication, and assist them in utilizing any other services they may need. Documentation within the ISP file must include: goals, steps to achieve goals, expected timeframe to complete goals, and the disposition of each goal.

4.5 Conduct Client Discharge Planning

- 4.5.1 Contractor must complete a discharge summary for each client exiting the facility to include but not be limited to:
 1. Documented linkage to primary medical care, emergency assistance; supportive services; and early intervention services as appropriate;
 2. Linkage to supportive services that enhance access to care (case management, nutritional support, and transportation); and
 3. Linkage and placement in permanent housing.

4.6 Maintain TRCF Files and Policies and Procedures

- 4.6.1 Each facility must maintain client files for no less than seven years and a current, written, definitive plan of operation outlining the following:
 1. Admission/discharge policies and procedures (including admissions requirements);
 2. Admissions agreements (release of information updated annually, consent to receive services, confidentiality or notice of Health Insurance Portability and Accountability Act, limits of confidentiality);
 3. Eligibility documentation;
 4. Client's case management agency;

5. Documentation of provision of drug/alcohol abuse counseling or referrals;
6. Documentation of occupancy overnight;
7. Grievance procedures;
8. Client's rights and responsibilities, including code of conduct;
9. Safety rules and procedures;
10. Individual Service Plan and documented delivery;
11. Staffing plan including qualifications and duties of staff; and
12. In-service education of staff.

CATEGORY 3: SUBSTANCE USE DISORDER TRANSITIONAL HOUSING

SPECIFIC WORK REQUIREMENTS FOR RESIDENTIAL CARE SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY

1.0 DESCRIPTION

Contractor will provide Substance Use Disorder Transitional Housing (SUDTH) services that deliver interim housing with supportive services for up to 12 months exclusively designated and targeted for homeless or unstably housed Ryan White Program (RWP) eligible persons living with HIV/AIDS (PLWH) in various stages of recovery from substance use disorder. SUDTH services will facilitate continued recovery from substance abuse and movement to a more traditional and permanent living situation through the assessment of the client's needs, counseling, case management, and other supportive services.

Prospective clients must:

1. Be an adult aged 18 and older;
2. Meet the RWP eligibility requirements (see Subsection 3.19 of Statement of Work);
3. Have completed a substance use disorder (SUD) treatment program that is certified by the California Department of Health Care Services within the last six weeks; and
4. Be homeless or unstably housed.

1.1 DHSP Program Goal and Objectives

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

Table 1

PRIMARY GOAL:	Improve individual-level health outcomes and well-being of persons living with HIV by removing housing-related barriers through the provision of residential care services.
PROGRAM GOALS:	1. Support Sustained Recovery: Promote continued recovery from substance use disorder by providing a stable, substance-free living environment with supportive services. 2. Improve Health and Stability: Enhance physical, behavioral, and emotional well-being for PLWH through coordinated care and access to essential services. 3. Reduce Housing Instability: Address homelessness and housing instability by offering time-limited transitional housing that supports recovery and self-sufficiency. 4. Facilitate Successful Transition to Permanent Housing: Prepare clients to transition to safe, stable, and permanent housing through individualized planning and skill-building.
PROGRAM OBJECTIVES:	1. Provide a Safe and Substance-Free Environment: Provide safe, clean, and substance-free transitional housing for PLWH in recovery from substance use disorder. 2. Support Ongoing Recovery and Wellness: Facilitate access to counseling, recovery support, and behavioral health services to promote continued sobriety and emotional stability. 3. Ensure Engagement in Medical and Supportive Services: Support and monitor client participation in HIV medical care and wrap-around services, including case management and benefits assistance. 4. Transition Clients to Stable Housing: Assist clients in securing and transitioning to permanent or longer-term housing upon successful completion of the transitional housing program.

2.0 DEFINITIONS

All definitions applicable to this service category are provided in Exhibit A, Statement of Work for Residential Care Services.

3.0 RESPONSIBILITIES

The Contractor's responsibilities are as follows:

3.1 Staffing

- 3.1.1 The SUDTH facility must have the staff qualified to manage the facility and maintain records as required by DHSP. Contractor must ensure that all direct services to clients are provided by staff appropriately trained in the provision of facility services. Additionally, any services requiring specialized skills must be performed by personnel who hold the necessary licenses or certifications to perform the service. Required staff and optional staff are as follows:

REQUIRED STAFF:

- 3.1.1.1 **Program Director** - Contractor must provide an administrator with the primary responsibility for the oversight of the SUDTH's facilities. This person can provide oversight for multiple facilities, as applicable and may also serve as the Program Manager (see 3.3.1).
- 3.1.1.2 **House Manager** - A minimum of one staff person must be available to ensure a clean, safe, comfortable, and alcohol/drug free environment. The House Manager is responsible for performing admission(s), intake, and assessment functions, as well as ongoing evaluation of clients' supervision and care needs and ensuring needs are met. The House Manager must ensure clients are meeting goals for care and treatment. They must be responsible for the oversight and provision of planned activities; ensuring chores/housekeeping by clients are completed; oversight of visitor scheduling; and other tasks as required. The House Manager (or designee) must be located at the facility for eight hours during the day and available by phone during evening/night hours.

Minimum qualifications: At minimum a high school diploma or equivalent and at least one year of experience in a residential or behavioral health setting. Desirable qualities include strong communication skills, reliability, and the ability to manage multiple responsibilities effectively, experience working with PLWH, experience supporting individuals in recovery from substance use disorder and experience working with individuals from diverse cultural and socioeconomic backgrounds.

OPTIONAL STAFF:

- 3.1.1.3 **Support Staff** – Contractor may choose to provide the following:

- a. A housekeeper for deeper cleaning of the facility at a minimum of twice a month;
- b. A gardener no less than once a week; and
- c. Staff to provide general maintenance and upkeep of the facility at a minimum of once per week.

3.1.1.4 **Mental Health Specialist** – Contractor may choose to enter into a contractual relationship with a Mental Health Specialist to provide consultative mental health support services to SUDTH staff. All services must be provided by California licensed mental health professionals and must conform to the standards and guidelines of the American Psychological Association and the National Association of Social Workers. For Contractors utilizing a Mental Health Specialist, a separate cost reimbursement budget must be submitted annually.

Licensed Mental Health Professionals are defined as follows:

Licensed Clinical Social Worker: Possesses a master's degree in social work and is licensed to provide psychotherapy services in California.

Licensed Marriage and Family Therapists: Possesses a master's degree in counseling, clinical psychology, and/or psychotherapy and is licensed to provide psychotherapy services in California.

Licensed Psychologists: Possesses a Doctoral degree in psychology or education (Ph.D., Psy.D., and Ed.D.) and is licensed by the Board of Behavioral Sciences (BBS) to provide psychotherapy services.

3.2 Contractor's Facility

Contractor must maintain each facility in sufficient, good repair and to facilitate high-quality, appropriate services. County personnel will conduct site visits prior to Contract execution on all existing and/or new service delivery sites to verify that the Contractor's facility and location satisfies each of the following requirements:

- a. Meets Americans with Disabilities Act requirements for accessibility;
- b. Is within three blocks of public transportation;
- c. Is open during client-friendly hours (e.g., evenings, weekends);
- d. Free parking is available;
- e. All required equipment is in working order;
- f. Provides privacy at the front (sign-in area) or reception desk;

- g. Is free of graffiti and trash on grounds and inside the facility;
- h. Has a designated room for sleeping and toileting;
- i. Security provided outside and inside the facility;
- j. Has clear, distinct outside signage;
- k. Facilities are clean, well-lit, and clearly marked indicating location of services;
- l. Is located within Los Angeles County;
- m. Has availability of running water (hot/cold);
- n. Has working electricity;
- o. Has operational smoke and carbon monoxide detectors as required by building codes; and
- p. Has, at least, one operational fire extinguisher.

3.3 Contractor's Service Delivery Site(s):

- 3.3.1 Length of Stay: The length of stay must not exceed 12 months beginning with the first day of enrollment. Two six month extensions are allowed with DHSP approval. Any extension requests require prior approval from DHSP's Director or designee. Requests must be submitted on the one-page DHSP Client Treatment Extension Request form with required supporting documentation and must be submitted a minimum of five working days prior to reaching the maximum stay limitation. DHSP Client Treatment Extension Request Form will be provided by DHSP at contract execution.

4.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by the Contractor must include, but not be limited to, the following:

4.1 Provide Lodging Services to Qualified PLWH

- 4.1.1 Contractor must manage a transitional housing facility that provides 24-hour access to lodging in a non-institutional, homelike environment in any building or housing arrangement that is clean, safe comfortable, and alcohol and drug free to *qualified* individuals living with HIV. Within the SUDTH facility, contractor must:
- a. Maintain current facility that complies with all State regulations applicable to transitional housing facilities;
 - b. Provide for monthly utilities including, but not limited to water, gas, trash, phone, and TV (cable/satellite/streaming);
 - c. Provide a working telephone on site;
 - d. Provide for securable storage space for clients personal items;
 - e. Make kitchen space available with adequate refrigerator space in the lodging facility for clients to prepare their own meal for a minimum of two meals OR provide referrals for two balanced

meals per day (referrals to missions or soup kitchens are not acceptable to meet this requirement);

- f. Provide for proper living environment with adequate heating/cooling, lighting, hot and cold water;
- g. Provide a clean, well-maintained living environment ensuring proper housekeeping by clients is completed at regular intervals;
- h. Assist in providing clients with supplies such as laundry soap, personal supplies, and cleaning supplies as needed;
- i. Provide free laundry facilities on site or free laundry services; and
- j. Provide a bedroom with individual beds for no more than two clients per bedroom.

4.2 Provide Supportive Services to Clients

4.2.1 Services must emphasize the intersection between HIV and substance use disorder, with special focus given to the psychosocial aspects of people living with HIV and HIV prevention. Clients must be provided with gender and/or sexual identity-specific services or must be referred to providers who provide such services. Contractor must provide supportive services while clients are housed in its facility to include, but not limited to:

- a. Activities to develop clients' self-sufficiency/independent life skills including seeking and receiving needed services and managing financial and other personal resources with the goal of moving clients to independent living.
- b. Referral and linkage to services such as case management, medical care, oral health care, benefits assistance, transportation, housing, vocational development/employment placement, substance use treatment, mental health services, peer support, legal/financial assistance, and other supportive and/or social services. Contractor must demonstrate active collaboration with other agencies to provide services and must maintain a comprehensive list of target providers and must refer and link clients to services on an ongoing basis consistent with their changing needs.
- c. Ongoing education related to HIV and substance abuse to include HIV prevention and biomedical prevention for sexual partners; risk reduction practices, harm reduction, licit and illicit drug interaction, IV drug use dangers and medical complications of substance use; hepatitis, sexually transmitted diseases, and tuberculosis; important health and self-care practices, developing a healthy sexual life covering topics such as stigma, safer sex, disclosure and issues of domestic violence and sexual abuse; and referral agencies that are supportive of people living with HIV (especially HIV support groups, Twelve (12)-step meetings and Twelve (12)-step alternatives).

4.3 Conduct Client Intake and Assessments

4.3.1 Client intake is required during the first contact for all potential clients who request and/or who are referred to SUDTH services. Contractor must ensure throughout service delivery that client confidentiality is maintained and enforced according to Health Insurance Portability and Accountability Act (HIPAA) guidelines and regulations. Intake determines eligibility for services and includes assessments to identify needed support systems for clients which consists of the following:

- a. *Interview* prospective clients and their authorized representative;
- b. *Collect Release of information* (updated annually). A form is needed for each individual or agency that information is required from and must be specific in the type of information that can be released.
- c. *Ensure eligibility* by verifying the prospective client qualifies under ALL of the following provisions:
 - i. An adult 18 years of age or older;
 - ii. Meets RWP eligibility requirements;
 - iii. Has completed within the last six weeks a substance abuse program; and
 - iv. Is homeless or unstably housed.
- d. *Gather* demographic data, emergency contact, admissions agreements, and eligibility documentation for file;
- e. *Collect medical history* complete with CD4 count and viral load measurements.
- f. *Provide prospective client with information* about the facility and its services that includes policies and procedures, confidentiality, limits of confidentiality, safety information, house rules and activities, clients' rights and responsibilities, and grievance procedures; and
- g. *Assess each client* to identify strengths and gaps in their support system with the goal of maintaining sobriety and eventual placement in permanent housing.
 - i. The assessment process must include a broad variety of components that will yield a comprehensive and holistic evaluation of the client. The assessment must provide necessary information to recommend the most appropriate course of treatment. Areas that should be investigated in the assessment include:
 - 1. Archival data on the client, including but not limited to prior contacts and arrests with the criminal justice system, as well as previous assessments and treatment records;
 - 2. Patterns of alcohol and other drug (AOD) use;
 - 3. Impact of AOD abuse on major life areas such as marriage, family, employment record, and self-concept;

4. Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;
 5. Client HIV risk behaviors and factors;
 6. Available health and medical findings, including emergency medical needs;
 7. Obtain from primary physician client's medical history, results of examinations, results of labs, and other follow-up required;
 8. Psychological test findings;
 9. Educational and vocational background;
 10. Suicide, health, or other crisis risk appraisal;
 11. Client motivation and readiness for treatment; and
 12. Client attitudes and behavior during assessment.
- ii. Clients receiving DHSP-funded SUDTH services must be reassessed as needed or at a minimum, every six months to monitor and document any and all changes in health status, progress toward treatment goals and progress toward independent life skills. Clients are expected to transition to independent living or another type of residential service suitable to their needs.
 - iii. If the eligibility and assessment process determine that the program cannot meet the needs of the client, a referral to an alternate provider must be made.

4.4 Develop an Individual Service Plan

- 4.4.1 Utilizing information from the initial interview and subsequent assessment(s), Contractor must develop an individual service plan (ISP) to serve as the framework for the type and duration of services provided during the client's stay in the program. ISP must be developed in collaboration with the client and encompass the following:
 - a. An admissions agreement signed by client authorizing treatment within three days of admission;
 - b. An interim service plan that identifies the client's immediate treatment needs must be developed within three days from the date of admission;
 - c. A comprehensive service plan must be developed by a counselor within 14 days of admission that includes short- and long-term goals for the continuing treatment needs of the client;
 - d. Log of regular observation by staff of each client for changes in physical, mental, emotional, and social functioning;
 - e. A plan review and re-evaluation schedule starting 90 days from initial development and at a minimum every 90 days thereafter, or as needed; and

- f. Signature and date from counselor and client each and every time plan is developed, reviewed, or reevaluated.

4.4.2 The Individual Service Plan document must include:

- a. A minimum of one education or transition group per week;
- b. A minimum of one 50-minute individual session per week;
- c. A minimum of one HIV education group per month;
- d. Goals and objectives that reflect problem areas identified during the assessment with documented responses to the problem areas with manageable, measurable units with completion dates;
- e. Action oriented activities and/or tasks/steps client must complete to attain the stated recovery goal;
- f. Plan must document mechanisms offering or referring clients to primary medical services and case management services;
- g. Seeking and complying with medical care will be a treatment plan priority for those clients without a medical provider; and
- h. Progress notes (at a minimum of once a week in conjunction with or in addition to documentation of weekly group attendance).

4.5 Conduct Clients Discharge Planning

4.5.1 Contractor must complete a discharge summary, (written aftercare plan), for each client exiting the facility. Clients must be invited to participate in their aftercare planning and receive a copy of the plan, including any active referrals for service. Clients should leave knowing they are welcome to contact the program any time and program should work to maintain contact with the client post-discharge. Aftercare plan must include but not be limited to:

- a. Written specific substance use disorder treatment recommendations utilizing different modalities and approaches;
- b. Documented linkage to primary medical care, emergency assistance; supportive services; and early intervention services as appropriate;
- c. Linkage to supportive services that enhance access to care (case management, nutritional support, medication management services, and transportation); and
- d. Linkage and placement in permanent housing.

4.6 Maintain SUDTH Files and Policies and Procedures

4.6.1 Each facility must maintain client files for no less than seven years and a current written, definitive plan of operation outlining the following:

- a. Admission/discharge policies and procedures (including admissions requirements);

- b. Admissions agreements (release of information updated annually, consent to receive services, confidentiality or notice of HIPAA, limits of confidentiality);
- c. Eligibility documentation;
- d. Client's case management agency;
- e. Documentation of provision of drug/alcohol abuse counseling or referrals;
- f. Documentation of occupancy overnight;
- g. Grievance procedures;
- h. Clients' rights and responsibilities, including code of conduct;
- i. Safety rules and procedures;
- j. Individual Service Plan and documented delivery;
- k. Staffing plan including qualifications and duties of staff; and
- l. In-service education of staff.

**CATEGORY 4: EMERGENCY RENTAL ASSISTANCE
SPECIFIC WORK REQUIREMENTS
FOR
RESIDENTIAL CARE SERVICES FOR ELIGIBLE RYAN WHITE
PROGRAM CLIENTS IN LOS ANGELES COUNTY**

1.0 DESCRIPTION

Contractor must provide Emergency Residential Assistance (ERA) services to be delivered as one-time or short-term financial assistance to eligible Ryan White Program (RWP) clients who are living with HIV (PLWH), that are experiencing an urgent financial hardship that threatens their ability to maintain stable housing. The primary purpose of this service is to prevent homelessness and support improved health outcomes by addressing immediate housing-related financial crises.

ERA consists of short-term rental assistance, including but not limited to assistance with late rental payments, provided on behalf of eligible clients. All ERA payments must be made directly to an agency (e.g., organization, landlord, or vendor). Direct cash payments to clients are not permitted.

ERA services are intended to address urgent or emergency housing needs and should not be utilized for ongoing or non-emergency financial support. Contractors are responsible for referring clients to appropriate RWP service categories for continued assistance beyond the scope of ERA.

An emergency for the purposes of ERA is defined as an unexpected event that hinders a client's ability to maintain housing, including but not limited to:

1. Unexpected loss of income;
2. Experiencing a crisis that impacts the ability to maintain housing; or
3. Public health crises (e.g., COVID-19 pandemic) that severely disrupt systems of care, employment, or safety nets. Contractors must follow DHSP and Health Resources and Services Administration (HRSA) guidelines regarding the use of ERA during such events.

ERA is subject to the following limitations:

1. Clients may receive a maximum of \$5,000 in ERA assistance within a 12-month period;
2. Clients may access ERA funds in one or multiple disbursements, not to exceed the \$5,000 limit within the 12-month period (e.g., a client receiving \$3,000 may request up to an additional \$2,000 within the same 12 months, if eligible); and
3. Eligibility for ERA funding resets 12 months from the date of the initial disbursement (e.g., a client receiving \$5,000 in April of 2026 would be

eligible to reapply for up to \$5,000 in April of 2027, if needed and otherwise eligible).

Prospective clients must (this applies to a minimum of one individual within a family unit, as applicable):

1. Be an adult aged 18 and older;
2. Have a confirmed HIV or AIDS diagnosis;
3. Reside within Los Angeles County;
4. Meet RWP eligibility requirements (see Subsection 3.19 of Statement of Work); and
5. Have an income at or below 500% of the Federal Poverty Level.

1.1 DHSP Program Goal and Objectives

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

Table 1

PRIMARY GOAL:	Improve individual-level health outcomes and well-being of persons living with HIV by removing housing-related barriers through the provision of residential care services
PROGRAM GOALS:	1. Prevent Housing Instability and Homelessness by providing timely financial assistance that enables PLWH to maintain stable housing during periods of acute financial hardship. 2. Support improved health outcomes by addressing urgent housing-related needs that may otherwise negatively impact access to care, treatment adherence, and overall well-being. 3. Ensure rapid response to emergency situations by delivering immediate, short-term assistance to PLWH experiencing unexpected crises that threaten their ability to maintain housing. 4. Promote linkage to ongoing support services by connecting clients to appropriate RWP and community-based services for long-term stability beyond the scope of emergency services.
PROGRAM OBJECTIVES:	1. Provide as needed ERA services to 100% of eligible clients to prevent loss of housing; 2. Ensure that 100% of ERA funds are utilized for verified emergency housing needs, with payments made directly to landlords, vendors, or agencies in compliance with program requirements; 3. Maintain complete and accurate eligibility documentation for 100% of clients receiving ERA services, including proof of HIV status, income eligibility, and documentation of the emergency need; 4. Ensure residents attend medical and wrap-around service appointments; and 5. Refer at least 90% of ERA clients to appropriate Ryan White or community-based services (e.g., Housing, Case Management, or Benefits Counseling) to address ongoing or non-emergency needs.

2.0 DEFINITIONS

2.1 Emergency: An unexpected event that hinders a client's ability to maintain housing, including but not limited to:

1. Unexpected loss of income;
2. Experiencing a crisis that impacts the ability to maintain housing; or
3. Public health crises (e.g., COVID-19 pandemic) that severely disrupt systems of care, employment, or safety nets. Contractors must follow Department of Health Services Program (DHSP) and Health Resources and Services Administration (HRSA) guidelines regarding the use of ERA during such events.

3.0 RESPONSIBILITIES

The Contractor's responsibilities are as follows:

3.1 Staffing

The ERA program must have staff qualified to manage program operations; oversee the provision of emergency financial assistance; and maintain records as required by DHSP. Contractor must ensure that all services are administered in accordance with established policies and procedures, and that eligibility determinations, documentation, and disbursement of funds comply with all applicable RWP and DHSP requirements.

3.2 Contractor's Facility

Contractor must maintain each facility in sufficient, good repair to facilitate high-quality, appropriate services. County personnel will conduct site visits prior to contract execution on all existing and/or new service delivery sites to verify that the Contractor's facility and location satisfies each of the following requirements:

- a. Meets Americans with Disabilities Act requirements for accessibility;
- b. Is within three blocks of public transportation;
- c. Is open during client-friendly hours (e.g., evenings, weekends);
- d. Free parking is available;
- e. All required equipment is in working order;
- f. Provides privacy at the front (sign-in area) or reception desk;
- g. Is free of graffiti and trash on grounds and inside the facility;
- h. Has clear, distinct outside signage;
- i. Facilities are clean, well-lit, and clearly marked indicating location of services;
- j. Is located within Los Angeles County;
- k. Has availability of running water (hot/cold);
- l. Has working electricity;
- m. Has operational smoke and carbon monoxide detectors as required by building codes; and
- n. Has, at least, one operational fire extinguisher.

4.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by the Contractor must include, but not be limited to, the following:

4.1 Provide Emergency Rental Assistance to Eligible RWP Clients

Contractor must provide ERA services to eligible RWP clients in accordance with established program requirements to address urgent housing-related financial needs. Services must include eligibility screening, verification of emergency need, coordination of short-term financial assistance, and referral to appropriate supportive services to promote ongoing housing stability and improved health outcomes. ERA services must be delivered in a timely, consistent, and compliant manner to ensure that assistance is provided to clients experiencing an immediate risk of housing instability.

Contractor must ensure that all ERA services are supported by appropriate administrative and programmatic infrastructure, including clearly defined processes for client intake, eligibility determination, service delivery, and coordination of care. All activities must be conducted in compliance with RWP, DHSP, and applicable State and local requirements to ensure accountability, consistency, and quality of services.

Contractor must have written policies, procedures, protocols, and a current plan of operations for screening clients for eligibility for ERA services and for developing an individualized plan identifying resources to address additional client needs. Contractor must submit copies of its written policies, procedures, protocols, and current plan of operations to DHSP for approval. Any changes in the plan of operations that affect ERA services provided must be reported to DHSP and are subject to DHSP approval.

4.2 ERA Client Verification and Service Documentation

Contractor must maintain an ERA service log or comparable tracking system to document all assistance provided. All records must be maintained in accordance with DHSP, HRSA, and applicable State and local requirements and will be available for review upon request.

Contractor must maintain documentation sufficient to verify client eligibility, track services provided and ensure compliance with ERA program requirements. Contractor will document that each client was referred by an appropriate RWP provider who has verified eligibility.

At a minimum, Contractor must maintain the following documentation for each client receiving ERA services:

1. Client name;

2. Date of referral and name of referring RWP provider (e.g., Benefits Specialty Services Program, Case Manager, or other RWP provider);
3. Documentation of referral from an eligible RWP provider;
4. Description of the emergency housing-related need;
5. Date(s) of ERA assistance provided;
6. Amount of assistance provided per transaction and cumulative total;
7. Payee information (e.g., landlord, vendor, or agency) and verification that payment was made directly to the payee; and
8. Documentation of the cumulative amount of ERA assistance provided to ensure compliance with the \$5,000 limit within a 12-month period.

4.3 Maintain ERA Files and Policies and Procedures

- 4.3.1 Contractor must maintain the following documentation in accordance with State and local guidelines. Completed forms are required for each client and must be maintained in each client record:
 - a. ERA policies and procedures (including ERA eligibility requirements);
 - b. Admissions agreements (release of information updated annually, consent to receive services, confidentiality or notice of Health Insurance Portability and Accountability Act, limits of confidentiality);
 - c. Eligibility documentation;
 - d. Client's case management agency;
 - e. Grievance procedures;
 - f. Client's rights and responsibilities, including code of conduct; and
 - g. Safety rules and procedures.

BUDGET
SCHEDULE _
AGENCY NAME
RESIDENTIAL CARE SERVICES FOR
ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY

	Budget Period Month x, xxxx through Month x, xxxx
Salaries	\$
Employee Benefits	\$
Travel	\$
Equipment	\$
Supplies	\$
Other	\$
Consultants/Subcontracts	\$
Indirect Cost*	\$
TOTAL PROGRAM BUDGET	\$ <u> </u>

During the term of the Contract, any variation to the above budget must be executed through a written Change Notice or amendment, executed by the Division of HIV and STD Programs' Director and Contractor. Invoices and cost reports must be submitted, and will be reimbursed, in accordance with approved line-item detailed budgets.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

COUNTY'S PROJECT MANAGER:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

COUNTY'S PROJECT MONITOR:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

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

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

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

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

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

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

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

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

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

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its

reporting and/or notification obligation(s) for the time period specified by the official.

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
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- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the
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receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

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

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

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

9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business

Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

- 10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

14. INDEMNIFICATION

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

15. OBLIGATIONS OF COVERED ENTITY

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

16. TERM

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

17. TERMINATION FOR CAUSE

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

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.
- 18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business
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Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

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

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement,
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with or without payment, that gives rise to Contractor's status as a Business Associate.

20. **MISCELLANEOUS PROVISIONS**

- 20.1 **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 **HIPAA Requirements.** The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 **No Third Party Beneficiaries.** Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 **Construction.** In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 **Regulatory References.** A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 **Interpretation.** Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 **Amendment.** The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.
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INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
 - b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
 - c. **County Information:** all Data and Information belonging to the County.
 - d. **Data:** a subset of Information comprised of qualitative or quantitative values.
 - e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
 - f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
 - g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
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- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program must:

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

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

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

The Contractor's Privacy Program must include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
 - Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
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- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

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

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

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

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

James Thurmond
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5660

Chief Privacy Officer:

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

Departmental Privacy Officer:

Eleanor Lehnkering
Public Health Privacy Officer

5555 Ferguson Drive
Commerce, CA 90022
(323) 659-6417
elehnkering@ph.lacounty.gov

Departmental Information Security Officer:

Sasha Schleumer
Departmental Information Security Officer
5555 Ferguson Dr.
Commerce, CA 90022
(213) 251-6703
SSchleumer@ph.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

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

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

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the

County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

17. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

In accordance with Section 2605(e) of the Public Health Service Act Contractor must impose a charge for billable services provided to RWHAP-eligible clients with individual annual gross incomes above 100 percent of the federal poverty level.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

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

A. Respectful Treatment

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

B. Competent, High-Quality Care

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

C. Make Treatment Decisions

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

D. Confidentiality and Privacy

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

E. Billing Information and Assistance

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

F. Patient/Client Responsibilities

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

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

For More Help or Information

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

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

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

INTRODUCTION

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

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

POLICY

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

IMPLEMENTATION GUIDELINES

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