



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSALS (RFP) FOR DATA TO CARE SERVICES IN LOS ANGELES COUNTY

RFP NO. 2023-004

**Prepared By
County of Los Angeles
Department of Public Health**

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APPENDICES

- A Sample Contract:** Identifies the terms and conditions in the contract.
- B Budget Instructions:** Instructions for preparing the Budget Worksheet and Budget Justification documents that must be completed and included in the proposal.
- B-1 Budget Worksheet:** The approved Line-item Budget Worksheet template proposer must use and submit in the proposal.
- B-2 Budget Justification:** The approved Budget Justification Summary template proposer must use and submit in the proposal.
- C Required Forms:** Forms that must be completed and included in the proposal.
- D Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to the Department of Public Health requesting a Solicitation Requirements Review.
- E Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
- F Services Provided:** Form that must be completed and included in the proposal.

0 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS

Quick Reference*	
❖ Purpose (<i>provides a quick overview of objective of RFP</i>)	Section 1.1
❖ Applicant’s Minimum Mandatory Qualifications (<i>identifies the minimum qualifications proposer <u>must</u> meet by the day the proposals are due</i>)	Section 3
❖ Contact with County Personnel (<i>identifies the contact information for all matters relating to this RFP</i>)	Section 5.2
❖ Anticipated Contract Term (<i>describes the anticipated start date and end date of any resulting contract(s)</i>)	Section 2.2.1
❖ Funding (<i>describes anticipated number of contracts to be awarded and funding amounts</i>)	Section 1.4
❖ RFP Timetable (<i>identifies key dates including due date for submission of proposal</i>)	Section 7.2
❖ Preparation and Submission of the Proposal (<i>describes the content and sequence of the proposal</i>)	Section 7.6
❖ Proposal Review/Selection Process (<i>provides an overview of the review and selection process</i>)	Section 8
❖ Sample Contract (<i>identifies County terms and conditions to be included in any resulting contract</i>)	Appendix A

*** Please note that the table above is provided to assist proposers in navigating the RFP. Proposers are strongly encouraged to review the entire RFP and not only the sections listed in the table above.**

1 INTRODUCTION

1.1 Purpose and Background

1.1.1 Purpose of the Solicitation

The County of Los Angeles (County) Department of Public Health (Public Health), Division of HIV and STD Programs (DHSP) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide Data to Care (D2C) services in Los Angeles County (LAC).

DHSP is seeking qualified contractors to implement local programs and strategies of the Ending the HIV Epidemic Plan in LAC and reach the goals of the national initiative, *Ending the HIV Epidemic (EHE): A Plan for America*, including reducing HIV by 75% by 2025, and by 90% by 2030, compared to 2020 baseline levels. The selected contractor(s) are responsible for implementing D2C activities and programs where internal and external databases are used to identify persons living with HIV (PLWH) who are not in care (either fallen out of care, at risk of falling out of care, or never received care), to build the contractor's capacity to locate, link, engage, and retain PLWH into medical care and supportive services so they can achieve viral suppression and reduce transmission of HIV in LAC.

1.1.2 Division of HIV and STD Programs

DHSP works closely and collaboratively with community-based organizations, County partners, health care delivery systems, consumers of services, community planners, and State and federal funders, among others, as it seeks to support a network of services to control the spread of HIV and STDs, monitor HIV and STD morbidity and mortality, increase access to care for those in need, and eliminate health disparities and inequities related to HIV and STDs.

DHSP's Mission

To prevent and control the spread of HIV and STDs through epidemiological surveillance; implementation of evidence-based programs; coordination of prevention, care, and treatment services; and creation of policies that promote health.

DHSP's Vision

New HIV and STD infections have been eliminated and persons with STD and HIV infections have improved health outcomes through access to high quality prevention, care, and treatment services.

1.1.3 Background

LAC has been battling the HIV/AIDS epidemic for over four decades. Despite advances in HIV medicine and a growing awareness that PLWH

who maintain an undetectable HIV viral load will not sexually transmit HIV to others, not all are benefiting from these advances or knowledge. Significant HIV-related health disparities persist among a number of populations, including men who have sex with men, Black, Latinx, and American Indian/Alaskan Native communities. Additionally, young people are less likely to be engaged in care and young men aged 20-29 years had the highest HIV diagnosis rates in 2019 (64 per 100,000). In addition, HIV-related stigma, racism, and a myriad of social determinants of health influence individual HIV prevention and treatment access patterns.

With renewed energy from existing federal, State, and local partners, readiness of new partners, and an ongoing appetite for innovation, DHSP is committed to finding and partnering with stakeholders that can reinvigorate efforts to address a range of challenges and obstacles that prevent an end to the HIV epidemic. DHSP plans to implement innovative and novel programs through the selected contractor(s) to expand HIV care to communities hardly reached in the HIV movement.

Nationally, EHE seeks to reduce the number of new HIV infections in the United States by 75% by 2025, and 90% by 2030, compared to 2020 baseline levels. The EHE Initiative focuses on four key pillars to end the epidemic: 1) Diagnose people as early as possible; 2) Treat people rapidly and effectively; 3) Prevent new HIV transmissions; and 4) Respond quickly to HIV outbreaks.

This solicitation requires the implementation of D2C services centered on two of the four EHE pillars: 1) Treat people rapidly and effectively, and 2) Respond quickly to HIV outbreaks.

Mapping the LAC Epidemic

LAC spans over 4,000 square miles and includes 88 cities, 26 local health districts, and a mix of urban, suburban, and rural areas. Below are the key epidemiological data points¹.

- In 2019, 1,505 persons aged ≥ 13 years were *newly diagnosed* with HIV, and approximately one-third were identified in the early stage of disease progression based on their CD4 counts within one month of HIV diagnosis. In addition, 10% of persons newly diagnosed in 2019 were classified as having acute HIV infection (i.e., infected within 60 days prior to HIV diagnosis).

¹ Division of HIV and STD Programs, Department of Public Health, County of Los Angeles. HIV Surveillance Annual Report, 2020. Published July 30, 2021. <http://publichealth.lacounty.gov/dhsp/Reports.htm>. Accessed April 08, 2022.

- Approximately 1,200 persons aged ≥ 13 years newly acquired HIV in 2019. These estimated new HIV infections that were acquired in 2019 may or may not have been diagnosed that year.
- An estimated 57,005 persons aged ≥ 13 years were living with HIV at year-end 2019, and approximately 5,100 (9%) were unaware of their infection.
- There are continued disparities in HIV diagnosis by population and location. Rates of new HIV diagnoses are higher among men than women. Across age groups, young men aged 20-29 years and women aged 30-39 years had the highest rates of new HIV diagnosis. Black men and women had higher rates of HIV diagnosis compared with other race/ethnicity groups. Among men, the highest rates of diagnoses were seen in the Central, Hollywood-Wilshire, and Southeast Health Districts. The highest rates for women were seen in the Central, South, Long Beach, Southwest, and Inglewood Health Districts.
- Between 2018 and 2020, molecular HIV surveillance identified high priority clusters where recent and rapid HIV transmission could be occurring. High priority clusters were identified in West Hollywood, Downtown, and South Los Angeles zip codes. Among persons in high priority clusters, 20% had a history of methamphetamine use, 10% were unhoused, 70% reported anonymous sex, and 50% were coinfecting with syphilis.
- HIV biobehavioral surveys in LAC confirm that survey participants who were transgender (TG) women had the highest HIV positivity rate (33% were HIV positive) compared to other risk populations. Black TG women had the highest HIV positivity rate (52%) compared with Latinx (30%) and White (9%) TG women. Men who have sex with men (MSM) also had high positivity levels (~20%) while persons who inject drugs (PWID) (2%) and heterosexual (HET) (<1%) had much lower positivity levels.
- Among participants in an HIV biobehavioral survey, high-risk injection practices were observed among younger PWID participants aged 18-29 years compared with older PWID participants. However, HIV positivity levels remained low among PWID, with no infections detected among young PWID participants. Among heterosexual survey participants, Latinx participants were more commonly engaged in high-risk sexual behavior and had lower testing behavior compared with Black participants.
- Among MSM survey participants, Pre-exposure prophylaxis (PrEP) knowledge was high across all groups. White MSM

participants were more likely to have used PrEP consistently for two or more months in the past year than Black or Latinx MSM participants.

- A total of 4,429 persons living with diagnosed HIV (PLWDH) were coinfecting with COVID-19 between January 2020 and March 2021. COVID-19 patients with HIV coinfection were more likely to be hospitalized, hospitalized in the intensive care unit, require intubation while hospitalized, and die from COVID-19 compared with COVID-19 patients who were not coinfecting with HIV.
- Overall death rates for PLWDH have declined over time, with rates of death due to HIV falling below rates of death due to non-HIV-related causes. In 2019, approximately 66% of deaths among PLWDH were due to non-HIV causes, with 20% of deaths due to diseases of the heart.

Ending the HIV Epidemic in LAC

Ending the HIV Epidemic in LAC focuses on four key pillars of diagnosing, preventing, treating, and responding to HIV. Within these pillars, Public Health is committed to a local response that is high quality and rapidly deployed, prioritizing the highest impact interventions to optimize performance along the steps of the HIV care continuum, and using local evidence at the most granular level possible to identify where and among whom HIV is transmitted to target interventions where they are needed most. Table 1 below lists the key metrics that are tracked to measure progress towards local targets in the HIV response, national targets in the EHE initiative, and progress to date in LAC¹.

Table 1: Tracking achievements in local targets for the HIV response and national targets for the EHE initiative, 2020-2021¹

	EHE 2025 targets	EHE 2030 targets	LAC results
Estimated number of new infections ^[1]	380	150	1,400 [900-1,990] (2020)
Number of new HIV diagnoses ^[2]	450	180	1,401 (2020)

¹ Division of HIV and STD Programs, Department of Public Health, County of Los Angeles. HIV Surveillance Annual Report, 2020. Published July 30, 2021. <http://publichealth.lacounty.gov/dhsp/Reports.htm>. Accessed April 08, 2022

Estimated percentage of PLWH with knowledge of HIV-positive status ^[1]	95%	95%	89% [86%-91%] (2020)
Percentage of PLWDH linked to HIV care within 1 month of diagnosis ^[2]	95%	95%	76% (2020)
Percentage of PLWDH with viral suppression ^[2]	95%	95%	61% (2021)
Percentage of HIV-negative persons with indications for PrEP having been prescribed PrEP ^[3]	50%	50%	39% (2020)

[1] Using the CD4-based model developed by the Centers for Disease Control and Prevention (CDC), modified for use by Los Angeles County.

[2] Using Los Angeles County HIV surveillance data in the CDC Enhanced HIV/AIDS Reporting system (eHARS). Retention in care and viral suppression are 2021 data among persons with HIV diagnoses through 2020 and living in LAC at year-end 2021.

[3] Using Los Angeles County data from the National HIV Behavioral Surveillance system, STD clinic data, online Apps survey, COE program data, and AHEAD dashboard.

1.2 Data to Care (D2C) Services

The Centers for Disease Control and Prevention defines Data to Care (D2C) as “a public health strategy that uses HIV surveillance data, pharmacy fill data, clinic appointment data, and other treatment and care data sources to identify persons with HIV who are not in care, link those not in care to appropriate medical and social services, and ultimately support the HIV Care Continuum”.

DHSP seeks contractors to implement D2C activities and programs where internal and external databases (e.g., Enhanced HIV/AIDS Reporting System [eHARS], HIV Casewatch, etc.) are used to identify PLWH who are not in care (either fallen out of care, at risk of falling out of care, or never received care) to build the contractor's capacity to locate, link, engage, and retain PLWH into medical care and supportive services so they can achieve viral suppression and reduce transmission of HIV. These D2C programs and services are intended as pilot interventions to inform future HIV planning and care and will focus on Priority Populations (identified in Paragraph 1.3, Priority Populations, below) that are most disproportionately impacted by HIV.

The objectives of D2C services are to:

1. Improve the linkage, engagement, re-engagement, and durable retention in HIV care, and sustained viral loads among PLWH who were:
 - a. Diagnosed with HIV and received HIV care at the contractor’s clinic but have fallen out of care (OOC) or are at risk of falling out of care (RFC);
 - b. Diagnosed with HIV and reside in the nearby zip codes of the contractor’s clinic who were new referrals to care (NRC), but never received care or are OOC from a clinic other than the contractor’s clinic.
2. Increase the capacity of clinics providing HIV primary care to triangulate data from internal and external databases to identify, outreach, and re-engage PLWH who are OOC, RFC, or NRC.

3. Increase the capacity of clinics to provide intensive case management to PLWH who return to care or are RFC.

Proposers must demonstrate an ability to provide services in the health districts with high HIV/STD morbidity to ensure that EHE D2C services are available and accessible to individuals at highest risk for acquiring and/or transmitting HIV. A summary of disease burden by health district can be found at <http://publichealth.lacounty.gov/dhsp/Mapping.htm>.

1.3 Priority Populations

The Priority Populations in LAC for EHE D2C services (hereafter “Priority Populations”) are as follows:

1. Black and Latinx MSM living with HIV;
2. Persons under age 30 living with HIV;
3. Transgender persons living with HIV;
4. Persons living with HIV who inject drugs and/or use methamphetamine, and
5. Cisgender Black and Latinx women living with HIV.

The selected contractor(s) will focus on implementing D2C programs and services for Priority Population individuals as listed above who have either:

1. Previously received HIV care at the contracted clinic but have fallen **OOC** (at a minimum, no reported HIV viral load or CD4 cell count within nine months from date of inquiry for PLWH clients virally suppressed, or six months from date of inquiry for PLWH not virally suppressed); or
2. Received HIV care at the contracted clinic but are **RFC** (e.g., missed appointments, not answering phone to confirm appointment, not picking up medication from pharmacy, etc.); or
3. Been a **NRC** at the contracted clinic (e.g., were referred for care or had an HIV positive test result but never established care).

1.4 Availability of Funding

The total estimated funding for D2C services under this RFP is \$2.5 million per year. The County anticipates funding up to five contracts in an amount not to exceed \$500,000 annually per contract. Funding will come from Health Resources and Services Administration (HRSA) Ending the HIV Epidemic funds.

The County reserves the right to adjust the number of awards and the funding allocations based on geographical areas of need and/or needs of Priority Populations. The amount of funding available to support these services is also subject to the availability of funds from local, State, federal, and/or other resources, as applicable.

2 CONTRACT FOR DATA TO CARE SERVICES IN LOS ANGELES COUNTY

2.1 Statement of Work and Scope of Work

The selected contractor(s) must implement the requirements outlined in Exhibit A (Statement of Work) and Exhibit B (Scope of Work) of Appendix A (Sample Contract) of this RFP.

2.2 Sample Contract: County Terms and Conditions

The selected contractor(s) must implement the requirements outlined in Appendix A (Sample Contract) of this RFP.

2.2.1 Anticipated Contract Term

The contract term will be effective upon execution and will continue for a period of three years, unless sooner terminated or extended, in whole or in part, as specified in Appendix A (Sample Contract).

The County will have the sole option to extend the contract term for up to two additional one-year periods, for a maximum contract term of five years. Each such option will be exercised at the sole discretion of the Director of Public Health (Director), or designee, as authorized by the Board of Supervisors, subject to contractor performance and availability of funds.

2.2.2 Contract Rates (Intentionally Omitted)

2.2.3 Days of Operation

Contractor is required to provide services during the days and hours described in Exhibit A (Statement of Work), Paragraph 8.0 (Hours/Days of Work). The County's contact will provide a list of County holidays to the selected contractor(s) at the time the contract is approved, and annually at the beginning of each calendar year.

2.2.4 Indemnification and Insurance

The selected contractor(s) are required to comply with the provisions contained in Paragraph 11 (Indemnification) of Appendix A (Sample Contract). The selected contractor(s) must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 12 (General Provisions for all Insurance Coverage) and Paragraph 13 (Insurance Coverage Requirements) of Appendix A (Sample Contract).

2.2.5 Health Insurance Portability and Accountability Act of 1996

The selected contractor(s) are required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit H (Business Associate Agreement

under the Health Insurance Portability and Accountability Act of 1996 [“HIPAA”]) of Appendix A (Sample Contract).

2.2.6 Terms and Definitions

Throughout this RFP, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Exhibit A (Statement of Work), Paragraph 2.0 (Definitions), of Appendix A (Sample Contract).

3 PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS

3.1 Interested and qualified proposers must meet each of the Minimum Mandatory Qualifications (MMQ) by the day the proposals are due. **Subcontractor(s) and/or consultant(s) may not be used to meet any of the MMQs.**

- 1) **Experience**: Proposers must have a minimum of three years of experience, within the last five years, implementing programs focused on HIV treatment and/or clinical experience for one or more of the following Priority Populations:
 - a. Black and Latinx MSM living with HIV;
 - b. Persons under age 30 living with HIV;
 - c. Transgender persons living with HIV;
 - d. Persons living with HIV who inject drugs and/or use methamphetamine;
 - e. Cisgender Black and Latinx women living with HIV.
- 2) **Current Ambulatory Outpatient Medical (AOM) Services Provider**: Proposers must have a current contract with DHSP to provide AOM services.
- 3) **Service Delivery Site**: Proposers must currently at least one brick-and-mortar operational site located in Los Angeles County where services will be delivered. Proposers' service delivery site(s) must be accessible Monday through Friday from 8:00 a.m. to 5:00 p.m. to DHSP for contract monitoring and auditing purposes.
- 4) **Unresolved Disallowed Costs**: If a Proposer’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. County will verify that Proposer does not have unresolved disallowed costs.

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

The County is not responsible for representations made by any of its officers or employees prior to the execution of a contract unless such understanding or representation is included in the contract.

4.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.3 County's Option to Reject Proposals

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County will not be liable for any costs incurred by Proposers in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.4 County's Right to Amend Request for Proposals

The County has the right to amend this RFP by written addendum. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum will be made available to proposers on the following websites:

County of Los Angeles Department of Public Health
Contracts and Grants Division

<http://publichealth.lacounty.gov/cg/index.htm>

Los Angeles County Solicitations
<https://camisvr.co.la.ca.us/lacobids/>

It is each Proposer's responsibility to check the above-referenced websites regularly. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.5 Background and Security Investigations

Background and security investigations of selected contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the selected contractor(s).

5 NOTIFICATION TO PROPOSERS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) Public Health receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) Public Health releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when Public Health's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret", "Confidential", or "Proprietary".

5.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential will not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.

5.1.3 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 "Confidential", "Trade Secrets", or "Proprietary", proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing, and emailed to:

Mandy Leung, Contract Analyst
County of Los Angeles Department of Public Health
Contracts and Grants Division
Email: mleung@ph.lacounty.gov

If it is discovered that a proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential contractors must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 (Grounds for Review), below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of Public Health to demonstrate that Public Health committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

5.4.3 Grounds for Review

Unless State or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) are limited to the following:

5.4.3.1 Solicitation Requirements Review (referenced in Paragraph 9.1)

5.4.3.2 Disqualification Review (referenced in Paragraph 9.2)

5.4.3.3 Department's Proposed Contractor Selection Review (referenced in Paragraph 9.3)

5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employee, will be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposers must certify that they are aware of and have read [Section 2.180.010 of the County Code](#) as stated in Exhibit 7 (Certification of Compliance) of Appendix C (Required Forms).

5.6 Determination of Contractor Responsibility

5.6.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

5.6.2 Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge must not be the basis of a determination that the proposer is not responsible.

5.6.3 The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer 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 proposer'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 omission 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.

5.6.4 If there is evidence that the apparent highest ranked proposer may not be responsible, Public Health will notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. Public Health will provide the proposer and/or the proposer's representative with an opportunity to present evidence as to

why the proposer should be found to be responsible and to rebut evidence which is the basis for Public Health's recommendation.

5.6.5 If the proposer presents evidence in rebuttal to Public Health, Public Health will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer will reside with the Board of Supervisors.

5.6.6 These terms will also apply to proposed subcontractors of proposers on County contracts.

5.7 Contractor Debarment

5.7.1 Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar a proposer from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer 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 proposer'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. These terms will also apply to proposed subcontractors of proposers on County contracts.

5.7.2 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

5.8 Improper Consideration

5.8.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of the contract or that the proposer's failure to provide such consideration may negatively affect the County's consideration of the proposer's submission. Proposers must not offer or give either directly or through an intermediary, consideration, in any form, to a County

officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

5.8.2 Proposer Notification to County

Proposers must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

5.8.3 Form of Improper Consideration

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

5.9 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [County Code Section 2.160.010](#), retained by the proposer is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

5.10 Consideration of GAIN-GROW Participants for Employment

5.10.1 As a threshold requirement for consideration for contract award, proposers must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or General Relief Opportunity for Work \(GROW\) Programs](#) or must attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/GROW participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

- 5.10.2** Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 7 (Certification of Compliance) of Appendix C (Required Forms), along with their proposal.

5.11 Jury Service Program

- 5.11.1** The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective contractors should carefully review Paragraph 30 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 5.11.2** Proposers must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 7 (Certification of Compliance). If a Proposer does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Proposer must so indicate in Exhibit 7 (Certification of Compliance) of Appendix C (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether it falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.12 Notification to County of Pending Acquisitions/Mergers by Proposing Company

Proposers must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If a proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers 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 acquisitions/mergers. This information must be provided by proposers in Exhibit 2, (Proposer's Organization Questionnaire/Affidavit) of Appendix C (Required Forms). Failure of a proposer to provide this information may eliminate its proposal from any further consideration. Proposers will have a continuing obligation to notify the County and update any changes to its response in Exhibit 2 (Proposer's Organization Questionnaire/Affidavit) during the solicitation.

5.13 Proposer's Charitable Contributions Compliance

5.13.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix E (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices, and documentation. Charities with over \$2,000,000 of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

5.13.2 Proposers must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 7 (Certification of Compliance) in Appendix C (Required Forms) certifying: 1) they do not currently receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act), but will comply if they become subject to coverage of those laws during the term of a County agreement; or 2) they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts. A completed Exhibit 7 (Certification of Compliance) is a required part of any agreement with the County.

5.13.3 Proposers that do not complete Exhibit 7 (Certification of Compliance) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([Los Angeles County Code, Chapter 2.202](#)).

5.14 Defaulted Property Tax Reduction Program

5.14.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), ([Los Angeles County Code, Chapter 2.206](#)). Proposers should reference the pertinent provisions in Paragraph 81 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Paragraph 82 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract). The Defaulted Tax Program applies to both contractors and their subcontractors.

- 5.14.2** Proposers are required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 7 (Certification of Compliance) in Appendix C (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against a non-compliant contractor ([Los Angeles County Code, Chapter 2.202](#)).
- 5.14.3** Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.
- 5.15 Proposer’s Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking**

 - 5.15.1** On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.
 - 5.15.2** Proposers are required to complete Exhibit 7 (Certification of Compliance) in Appendix C (Required Forms), certifying that they are in full compliance with the County’s Zero Tolerance Policy on Human Trafficking as defined in Paragraph 31 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, the selected contractor(s) are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.
- 5.16 Integrated Pest Management (IPM) Program Compliance (Intentionally Omitted)**
- 5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

 - 5.17.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County is Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
 - 5.17.2** Upon contract award or at the request of the A-C and/or Public Health, the selected contractor(s) must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the

payment and comply with all accounting, record keeping, and tax reporting requirements.

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

5.17.4 Upon contract award or at any time during the duration of the agreement/contract, the selected contractor(s) may submit a written request for an exemption to this requirement. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

5.18 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

5.18.1 On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code [Section 12952](#).

5.18.2 Proposers are required to complete Exhibit 7 (Certification of Compliance) in Appendix C (Required Forms), certifying that they, and their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Sample Contract. Further, the selected contractor(s) are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

5.19 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A 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. ([Los Angeles County Code, Chapter 2.202](#)).

5.20 Community Business Enterprise Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises, disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. Proposers' CBE

participation must be reflected in Exhibit 8 (Community Business Enterprise [CBE] Information) of Appendix C (Required Forms).

All proposers must document efforts taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under any contract awarded under this RFP. Proposers must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final contract selection will be made without regard to race, color, creed, or gender and will be based on the proposer's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, email the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

5.21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

5.21.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. Each Proposer must submit a certification, as set forth in Exhibit 9 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix C (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a proposal response to this RFP identify prospective subcontractors, or should proposer intend to use subcontractors in the provision of services under any subsequent contract, proposer must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

5.21.2 Failure to provide the required certification may eliminate a proposer's response to RFP from consideration.

5.21.3 In the event that proposer and/or its subcontractor(s) is or are unable to provide the required certification, proposer instead will provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Proposer's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the proposer and/or subcontractor who is currently suspended, debarred,

ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFP.

- 5.21.4** The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the proposal response to this RFP is appropriate under the federal law.

5.22 Contractor Alert Reporting Database

The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining contractor responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the Los Angeles County Code Chapter 2.202, and the County's [Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment](#).

In the event that the County determines that a contractor is non-responsible, said contractor will be prohibited from being awarded and/or performing work on that contract. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County.

6 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1** The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. Additional information on the County's preference programs

is also available on the Department of Consumer and Business Affairs' (DCBA) website at: <http://dcba.lacounty.gov>.

6.1.3 In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed 15% in response to any County solicitation.

6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

Note: Cost is not a determining factor in this solicitation process; as such, no preferences will be applied. However, LSBE proposers are encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program, as further described in Paragraph 6.3 below.

6.2 Local Small Business Enterprise (LSBE) Preference Program (Intentionally Omitted)

6.3 Social Enterprise (SE) Preference Program (Intentionally Omitted)

6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program (Intentionally Omitted)

6.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

It is the intent of the County that certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as 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](#)).

7 PROPOSAL REQUIREMENTS AND EVALUATION

Section 7 (Proposal Requirements and Evaluation) contains key project dates and activities, provides proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Director's sole judgment which will be final. All proposals must be firm and final offers and may not be withdrawn for a period of 180 days following the final proposal submission date.

7.2 RFP Timetable

EVENT	DATE/TIME
Release of RFP	July 25, 2023
Deadline to submit request for Solicitation Requirements Review (Refer to Paragraph 9.1)	August 1, 2023, by 3:00 p.m.*
Written Questions Due	August 8, 2023, by 3:00 p.m.
Questions and Answers Released via Addendum	August 22, 2023
Proposals Due	September 6, 2023 by 3:00 p.m.

*All times as listed above and throughout this RFP are Pacific Time (PT).

7.3 Proposers' Questions

7.3.1 Proposers may submit written questions regarding this RFP by email to the person and email address identified in Paragraph 5.2 (Contact with County Personnel). All questions must be received by the date and time specified in Paragraph 7.2 (RFP Timetable). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

7.3.2 When submitting questions, please specify the RFP paragraph number, page number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

7.4 Proposers' Conference (Intentionally Omitted)

7.5 Preparation of the Proposal

Proposals must be submitted electronically in the prescribed format outlined below. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

Proposals must be organized and assembled into one volume in the format and order described below:

1. Proposal must be typewritten in English, with no less than 11-point font on 8½" by 11" paper, with the 8½" ends of the paper as the top and bottom of the page, and 1" margins. Tables and figures may have no less than 9-point font. Header and footer margins must be no less than 0.3". The footer on each page must include Proposer's name.

2. Proposal pages must be numbered sequentially including attachments, from beginning to end, and provide a complete Table of Contents for the proposal and its attachments, to ensure there are no duplicate or missing pages.
3. Proposal must be organized by applicable parts and/or sections, with proper titles, and in the correct order as described herein. The narrative of the proposal, where indicated, must not exceed the page limits identified in Paragraph 7.6 (Proposal Format) below. Any pages beyond the allotted page limits will not be read or scored.
4. Proposal must be clearly labeled with RFP title: "COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH REQUEST FOR PROPOSALS FOR DATA TO CARE SERVICES IN LOS ANGELES COUNTY, RFP #2023-004", with the name of the proposer's organization on the front cover.
5. Other than the attachments specified in this RFP, no other exhibits or attachments should be submitted with the proposal.

7.6 Proposal Format

Proposers are required to respond to all sections of this RFP, including each subsection, if applicable. The sequence of the proposal must be as follows and include content as described in further detail below:

1. Proposer's Title Page
2. Cover Letter
3. Table of Contents
4. Proposer's Submission Checklist

PART 1: ADMINISTRATIVE SECTION

5. Proposer's Qualifications (Section A)
 - a. Proposer's Organization Questionnaire/Affidavit and Required Supporting Documents (Section A.1)
 - b. Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications (Section A.2)
 - c. Proposer's List of References (**Intentionally Omitted**)
 - d. Proposer's Debarment History and List of Terminated Contracts (Section A.3)
 - e. Proposer's Pending Litigation and Judgments (Section A.4)
 - f. Proposer's Financial Capability (**Intentionally Omitted**)

6. Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work and Scope of Work: Acceptance of/or Exceptions to (Section B)

7. Proposal Required Forms (Section C)

PART 2: PROPOSER'S PROGRAM INFORMATION AND BUDGET

8. Proposer's Background and Experience and Appendix F (Services Provided) (Section D)

9. Proposer's Approach to Provide Required Services (Section E)

10. Proposer's Staffing Plan (Section F)

11. Proposer's Data Reporting Plan (Section G)

12. Proposer's Evaluation and Quality Management Plan (Section H)

13. Proposed Budget and Budget Justification (Section I)

7.6.1 Proposer's Title Page

Proposer must create a title page to preface the submitted proposal. Title Page must include the title of the RFP ("COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH REQUEST FOR PROPOSALS FOR DATA TO CARE SERVICES IN LOS ANGELES COUNTY"), the RFP number (RFP #2023-004), and the proposer's legal name.

7.6.2 Cover Letter

The Cover Letter must include the following:

1. A statement that the proposal submitted is in response to the Data to Care Services in Los Angeles County RFP #2023-004;
2. The proposal's annual budget amount requested;
3. A statement indicating whether the proposer intends to utilize subcontractor(s)/consultant(s). If proposer will utilize subcontractor(s)/consultant(s) to perform any of the services, proposer must identify each proposed subcontractor(s)/consultant(s) by name;
4. The name, telephone number, and email address of the proposer's representative/contact person for the proposal submission; and
5. The signature of the organization's Executive Director, Chief Executive Officer, or other authorized designee.

Do not include any additional information in the Cover Letter. The County may reject any proposal submitted without a Cover Letter or with a Cover Letter that fails to adhere to the requirements specified above.

7.6.3 Table of Contents

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and section reference numbers.

7.6.4 Proposer's Submission Checklist

Proposer must complete **Exhibit 1** (Proposer's Submission Checklist) of Appendix C (Required Forms).

PART 1: ADMINISTRATIVE SECTION

Proposer must submit the information and supporting documentation outlined below in response to Part 1: Administrative Section, of its proposal. The content and sequence of Part 1 are as follows:

7.6.5 Proposer's Qualifications (Section A)

7.6.5.1 Proposer's Organization Questionnaire/Affidavit and Required Supporting Documents (Section A.1)

Proposer must submit a completed **Exhibit 2** (Proposer's Organization Questionnaire/Affidavit) of Appendix C (Required Forms).

Considering the structure of the proposer's organization, proposer will determine which of the below referenced supporting documents the County requires. If the proposer's organization does not fit into one of these categories, upon receipt of the proposal or at some later time, the County may, in its discretion, request additional documentation regarding the proposer's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of proposal submission, proposer must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required supporting documents:

1. Corporation or Limited Liability Company (LLC):

The proposer must submit the following documentation with the proposal:

- a. a copy of a "Certificate of Good Standing" with the state of incorporation/organization;

- b. a conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers; and
- c. if applicable, proposer must provide a copy of its “IRS 501(c)(3) Determination Letter” which must state that proposer’s organization qualifies for tax-exempt status under Section 501(c)(3) status of the Internal Revenue Code.

2. Limited Partnership:

The proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

7.6.5.2 Proposer’s Affidavit of Adherence to Minimum Mandatory Qualifications (Section A.2)

Proposer must submit a completed **Exhibit 3** (Proposer’s Affidavit of Adherence to Minimum Mandatory Qualifications Form), of Appendix C (Required Forms). The form must clearly demonstrate that the proposer meets the minimum mandatory qualifications, pursuant to Paragraph 3 (Proposer’s Minimum Mandatory Qualifications).

7.6.5.3 Proposer’s List of References (Intentionally Omitted)

7.6.5.4 Proposer’s Debarment History and List of Terminated Contracts (Section A.3)

Proposer must submit a completed **Exhibit 4** (Proposer’s Debarment History and List of Terminated Contracts) of Appendix C (Required Forms). Proposer must include contracts terminated (e.g., due to lack of funding, performance, expiration of term, etc.) within the last five years and must include a reason for termination. Use additional sheets if necessary.

7.6.5.5 Proposer’s Pending Litigation and Judgments (Section A.4)

Proposer must submit a completed **Exhibit 5** (Proposer’s Pending Litigation and Judgments) of Appendix C (Required Forms). Proposer must identify by name, case, and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five years. Additionally, proposer must provide a statement describing

the size and scope of any pending or threatening litigation against the proposer or principals of the proposer. If proposer has no pending litigation and/or judgments, provide a statement indicating so.

7.6.5.6 Proposer’s Financial Capability (Intentionally Omitted)

7.6.6 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work and Scope of Work: Acceptance of/ or Exceptions to (Section B)

7.6.6.1 It is the duty of every proposer to thoroughly review the Sample Contract (Appendix A) and its appendices and exhibits to ensure compliance with all terms, conditions, and requirements. It is the County’s expectation that in submitting a proposal, the proposers will accept, as stated, the County’s terms and conditions in the Sample Contract and its appendices and exhibits. However, proposers are provided the opportunity to take exceptions to the County’s terms, conditions, and requirements. The County may disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any proposer with whom the County cannot satisfactorily negotiate a contract.

7.6.6.2 Section B of proposer’s response must include:

1. A completed **Exhibit 6** (Acceptance of Terms and Conditions Affirmation) of Appendix C (Required Forms), acknowledging the proposer’s acceptance of all terms and conditions listed in Appendix A (Sample Contract) and its appendices and exhibits;

-OR-

2. A statement offering the proposer’s exceptions to terms, conditions, and requirements listed in Appendix A (Sample Contract) and/or its appendices or exhibits. For each exception, the proposer must provide: (1) an explanation of the reason(s) for the exception; (2) the proposed alternative language; and (3) a description of the impact, if any, to the proposer’s price.

7.6.6.3 Indicate all exceptions to the Sample Contract and/or its appendices and exhibits by providing a ‘red-lined’ Word version of the language in question. The County relies on this procedure and any proposer who fails to make timely

exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine whether proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.6.7 Proposal Required Forms (Section C)

7.6.7.1 Proposal must include all completed, signed, and dated forms identified in Appendix C (Required Forms) in Section C, unless otherwise instructed.

Exhibit 7 Certification of Compliance

Exhibit 8 Community Business Enterprise (CBE) Information

Exhibit 9 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R Part 76)

Exhibit 10 Declaration

PART 2: PROPOSER'S PROGRAM INFORMATION AND BUDGET

Proposer will be evaluated on its ability to demonstrate that it has the experience and capacity to perform the required services based on information provided in this section. Proposer's responses must conform to the page limit specifications as indicated. In addition, proposer must copy each of the RFP questions listed in the section below and provide a response. The following sections must be included:

7.6.8 Proposer's Background and Experience (Section D) - 150 possible points

Page Limit: Three Pages (not including the required Appendix F, Services Provided)

Proposer must provide a narrative describing relevant background and experience implementing programs focused on HIV treatment and/or clinical experience for the Priority Populations (identified in Paragraph 1.3 above, Priority Populations). Proposer must also provide numerical data by completing the tables/Excel spreadsheets in Appendix F (Services Provided) (Appendix F does not count towards the page limit). Proposer's response must include the following:

1. Description of proposer's experience serving an HIV caseload that is comprised of a high proportion of PLWH from the Priority

Populations, as identified in Paragraph 1.3 above, Priority Populations. Description must include:

- a. Detailed narrative describing proposer's experience providing HIV treatment and care for the Priority Populations.
 - b. Experience serving the Priority Populations who face barriers to engaging and/or remaining in care, and/or achieving viral suppression, with a specific focus on PLWH with co-occurring disorders such as substance use disorder and mental health issues. Include a detailed overview of policies and processes the proposer has in place to assist patients in adhering to their medical appointments and stay engaged in care.
 - c. Proposer must provide data on the number of clients served in 2021 and 2022, including the percentage of clients from each Priority Population that were provided linkage services, retention, re-engagement in care, and viral suppression by completing the tables/Excel spreadsheets provided in Appendix F (Services Provided).
2. Description of proposer's current policies or processes of:
- a. Using Electronic Medical Records (EMR) or other clinical data systems to identify patients who have missed appointments or have not been seen by a medical provider in more than six months;
 - b. Conducting field outreach to clients or home visits;
 - c. Engaging clients in expedited medical care; and
 - d. Conducting Medical Care Coordination (MCC) screening for all HIV-positive patients.

7.6.9 Proposer's Approach to Provide Required Services (Section E) – 400 possible points

Page Limit: Five Pages

Proposer must provide a narrative describing its approach to implementing D2C programs and required services as described in Exhibit A (Statement of Work) and Exhibit B (Scope of Work) of Appendix A (Sample Contract). Proposer's response must include the following:

1. Enhanced approach the proposer will implement for D2C activities to identify and engage PLWH who are OOC, RFC, or NRC. Description must include, but is not limited to, details regarding:

- a. Approach to building the capacity of clinic/agency staff to implement D2C processes. Include:
 - i. How staff will use existing data systems to identify clients who are OOC, RFC, or NRC;
 - ii. How staff will conduct field or home visits to engage or re-engage clients, especially those with co-occurring disorders, such as substance use disorder and mental health issues; and
 - iii. How the clinical supervisor will provide oversight over client case management.
 - b. Approach to ensuring clients located via D2C activities are successfully contacted (e.g., via phone, field, or home visits), engaged, and ultimately linked to care to achieve viral suppression.
2. Approach to modifying clinic flow and/or processes to readily facilitate linking patients to timely medical care and supportive services. Proposer's answer must list clinics/sites where proposer expects to implement the D2C program. Indicate in which health district and service planning area (SPA) within the County the proposer's services will be provided. Visit <http://publichealth.lacounty.gov/dhsp/HealthDistricts.htm> to determine proposer's health district. To determine which SPA an agency is located in, visit <http://gis.lacounty.gov/districtlocator/>.

7.6.10 Proposer's Staffing Plan (Section F) – 200 possible points

The proposed program is required to have a sufficient number of staff to effectively provide the required services. Proposer's response must include the following as part of the Staffing Plan:

1. Staff Retention Plan

Page Limit: Three Pages

Proposer must provide a narrative describing its plan on how staff for this project will be retained in the long-term including, but not limited to: 1) competitive salary; 2) relevant and ongoing training for new staff to ensure capacity and knowledge are appropriate for their role and responsibilities; and 3) support from supervisors including standing meetings, check-ins, etc. Plan must also include details specifically on recruitment and retention of staff, including Contractor's Project Manager, Clinical Supervisor, Clinic Embedded HIV Engagement Specialists, and Data Analyst.

2. Organizational Chart

Page Limit: No Limit

Proposer must provide an organizational chart, per service delivery site, detailing the positions to be funded. Proposer must clearly identify all required staff and define staff and staff roles and number of full-time equivalent (FTE) staff dedicated to each role, particularly if staff are serving in multiple capacities and/or in multiple service delivery sites (e.g., serving in multiple offices). See listing of required positions outlined in Exhibit A (Statement of Work) and Exhibit B (Scope of Work) of Appendix A (Sample Contract) of this RFP.

3. Resumés

Page Limit: No Limit

Resumés must be provided, at a minimum, for each staff person at the time of proposal submission. If any of the additional staff, beyond the respective Project Manager, have not yet been hired, then a list of staff and duties submitted in this section will be sufficient with resumés required by the date of contract execution. Resumés must include names, titles, experience, education, roles and responsibilities, and other evidence demonstrating experience, certification, licensure, and ability to successfully perform the required services.

7.6.11 Proposer’s Data Reporting Plan (Section G) – 200 possible points

Page Limit: Three pages

Proposer must provide a narrative describing its plan for collecting, analyzing, and providing data on an ongoing basis to DHSP. Proposer’s Data Reporting Plan must include the following:

1. Description of the client-level tracking systems currently in place or proposed, that will be used to track a client (e.g., Electronic Health Records).
2. Description of how proposer tracks HIV cases, including diagnosis, treatment, linkage to medical treatment services for HIV-positive testers, and related follow-up.

7.6.12 Proposer’s Evaluation and Clinical Quality Management Plan (Section H) – 150 possible points

Page Limit: Three pages

Proposer must provide a narrative describing how the proposer will ensure the required services are provided as specified in Exhibit A (Statement of Work) and Exhibit B (Scope of Work) of Appendix A (Sample Contract). Proposer’s response must:

1. Describe the evaluation and quality management activities proposed for this program. The proposer’s description should

include program indicators, health outcomes, and the process to collect data.

2. Describe how this program will incorporate staff, client, and public feedback to improve services.
3. Describe the training and ongoing technical assistance staff will receive to ensure that evaluation and quality management activities and protocols are being properly implemented, including:
 - a. Procedures and/or tracking system to ensure staff certifications and trainings are current;
 - b. Process for conducting client satisfaction surveys; and
 - c. How client referrals are tracked.

7.6.13 Proposed Budget and Budget Justification (Section I) – 100 possible points

Page Limit: Not Applicable

Proposer must follow the instructions provided in Appendix B (Budget Instructions) when preparing the applicable budget forms. Proposer must submit the following budget forms in Section I of their proposal:

1. Appendix B-1 (Budget Worksheet)

Proposer's Budget Worksheet must only reflect costs associated with its proposed program and must:

- a. Be feasible and cost effective for the proposed quantity and quality of activities pursuant to the Sample Contract and its appendices and exhibits;
- b. Include staffing patterns that are appropriate for the proposed program services;
- c. Provide operation costs that are consistent with the quantity and type of services proposed;
- d. Include justification that is detailed and has adequate rationale for each line item and expenditure; and
- e. Be submitted utilizing the budget format provided and with the correct calculations.

2. Appendix B-2 (Budget Justification)

Proposer's Budget Justification must be detailed, specific, and explain how **each** of the costs fiscally supports the activities of the proposed program, staffing requirements, necessary supplies, and any one-time costs.

The budget forms referenced above are the only budget formats acceptable. Any other formats submitted will not be accepted and will result in the proposer receiving zero/no points for this section of the evaluation.

Proposers recommended for funding may be required to modify proposed budget, budget justification, and/or scope of work upon contract execution.

7.7 Cost Proposal Requirements and Evaluation (Intentionally Omitted)

7.8 Firm Offer-Withdrawal of Proposal

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

7.9 Proposal Submission

7.9.1 Proposer must submit one electronic copy of the entire proposal in searchable Adobe PDF format, with no security provisions, via email to the person and email address identified in Paragraph 5.2 (Contact with County Personnel). In the subject line of the email, indicate: "Proposal Submission for Data to Care Services in Los Angeles County, RFP #2023-004".

7.9.2 It is the sole responsibility of the proposer to ensure that its proposal is received by the submission deadline as specified in Paragraph 7.2 (RFP Timetable). Proposers will bear all risks associated with delays in delivery by any person or entity.

7.9.3 At the Director's sole discretion, late proposals received after the due date may be considered, in the order received, if a determination is made that there is a specific unmet need.

8 SELECTION PROCESS OVERVIEW

8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal(s). The selection process will begin with receipt of the proposal on the date and time outlined in Paragraph 7.2 (RFP Timetable).

Evaluation of the proposals will be made by an Evaluation Committee consisting of subject matter experts selected by the Department of Public Health. The Committee will evaluate the proposals and will use the evaluation approach described in this RFP to select prospective contractors. All proposals will be evaluated based on the criteria listed below. Proposals will be scored and ranked

in numerical sequence from high to low. The evaluation process will be conducted in three stages:

- Stage 1: Adherence to Minimum Mandatory Qualifications (Pass/Fail)
- Stage 2: Proposal Evaluation
- Stage 3: Final Review and Selection

After prospective contractors have been selected, the County and the prospective contractors will negotiate a contract for submission to the Board of Supervisors for its consideration and approval. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified proposer, as determined by the County.

The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the prospective contractor.

The County retains the right to select a proposal other than the proposal(s) receiving the highest number of points if County determines, in its sole discretion, that another proposal is the most overall qualified, cost-effective, responsive, responsible, and/or is in the best interests of the County.

The County also reserves the right to waive any informality, minor irregularities, or immaterial defects in proposals as determined by the County, if the sum and substance of the proposal is present. Where the County waives informality, minor irregularities, or immaterial defects, such waiver will in no way modify the RFP specifications, and other requirements, if proposer is awarded a contract.

8.2 Stage 1: Adherence to Minimum Mandatory Qualifications (Pass/Fail)

County will review Exhibit 3 (Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form) of Appendix C (Required Forms) (Section A.2) to determine if the proposer meets all of the Minimum Mandatory Qualifications as outlined in Paragraph 3 (Proposer's Minimum Mandatory Qualifications) of this RFP.

This stage of the evaluation is scored on a "Pass" or "Fail" basis. Proposer must "Pass" each of the Minimum Mandatory Qualifications outlined in Paragraph 3 (Proposer's Minimum Mandatory Qualifications) of this RFP. Proposals that are assigned a score of "Fail" in Stage 1: Adherence to Minimum Mandatory Qualifications may be eliminated from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present. Proposals that pass Stage 1 of the evaluation will proceed to Stage 2, as outlined in Paragraph 8.3 below.

8.3 Stage 2: Proposal Evaluation and Criteria

This stage of the evaluation is scored using points. The maximum total number of points that a proposal can score is 1,200 points. Proposals that pass Stage 1 will be evaluated as follows:

8.3.1 Proposal Part 1: Administrative Section

1. Contractor Alert Reporting Database

Pursuant to the RFP, Section 5.22, Contractor Alert Reporting Database, a review of proposer's past performance history on County contracts, if applicable, will be conducted by checking CARD. In the event a proposer has unresolved issue(s) in CARD, County may determine that the proposer is non-responsible and may be prohibited from being awarded a contract. The decision by the County to find a proposer non-responsible for a particular contract is within the discretion of the County.

2. Proposer's Organization Questionnaire/Affidavit and Required Supporting Documents (Section A.1)

A review of proposer's organization and required supporting documents will be conducted based on the information provided in Exhibit 2 (Proposer's Organization Questionnaire/Affidavit) of Appendix C (Required Forms). This review may result in a disqualification and/or deduction of points.

3. Proposer's Debarment History and List of Terminated Contracts (Section A.3)

A review of proposer's debarment history and terminated contracts will be conducted based on the information provided in Exhibit 4 (Proposer's Debarment History and List of Terminated Contracts) of Appendix C (Required Forms). This review may result in a disqualification and/or deduction of points.

4. Proposer's Pending Litigation and Judgments (Section A.4)

A review will be conducted to determine the significance of any litigation or judgments pending against the proposer as provided in Exhibit 5 (Proposer's Pending Litigation and Judgments) of Appendix C (Required Forms). This review may result in a disqualification and/or deduction of points.

5. Proposer's Financial Capability (Intentionally Omitted)

6. Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work and Scope of Work: Acceptance of/or Exceptions to (Section B)

A review of the proposer's willingness to accept the terms and conditions outlined in Appendix A (Sample Contract) will be conducted based on information provided in Section B of the proposal. This review may result in a deduction of points, or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any proposer with whom the County cannot satisfactorily negotiate a contract.

7. Proposal Required Forms (Section C)

The required forms submitted in Section C of the proposal will be reviewed for accuracy and completeness.

8.3.2 Proposal Part 2: Proposer’s Program Information and Budget (Total Possible Points = 1,200 Points)

1. Proposer’s Background and Experience (Section D) (150 Points)

Proposer’s background and experience implementing programs focused on HIV treatment and/or clinical experience for the Priority Populations (defined in Paragraph 1.3 of this RFP) will be evaluated based on the information provided in Section D (Proposer’s Background and Experience) and Appendix F (Services Provided) of the proposal.

2. Proposer’s Approach to Provide Required Services (Section E) (400 Points)

Proposer’s approach to implementing the D2C program and required services will be evaluated based on the information provided in Section E (Proposer’s Approach to Provide Required Services) of the proposal.

3. Proposer’s Staffing Plan (Section F) (200 Points)

Proposer’s Staffing Plan will be evaluated based on information provided in Section F (Proposer’s Staffing Plan) of the proposal.

4. Proposer’s Data Reporting Plan (Section G) (200 Points)

Proposer’s plan for collecting, analyzing, and providing data on an ongoing basis to DHSP will be evaluated based on information provided in Section G (Proposer’s Data Reporting Plan) of the proposal.

5. Proposer’s Evaluation and Quality Management Plan (Section H) (150 Points)

Proposer’s plan on how it will ensure the required services are provided as specified in Exhibit A (Statement of Work) and Exhibit B (Scope of Work) of Appendix A (Sample Contract) will be evaluated based on information provided in Section H (Proposer’s Evaluation and Quality Management Plan) of the proposal.

6. Proposed Budget and Budget Justification (Section I) (100 Points)

Proposer's budget documents will be evaluated based on information provided in Section I (Proposed Budget and Budget Justification) of the proposal. Proposer's budget and budget justification will be evaluated based on the following criteria:

- a. Budget is feasible and cost effective for the proposed quantity and quality of activities pursuant to the Sample Contract and its appendices and exhibits;
- b. Includes staffing patterns that are appropriate for the proposed program services;
- c. Provides operation costs that are consistent with the quantity and type of services proposed;
- d. Includes justification that is detailed and has adequate rationale for each line item and expenditure;
- e. Is submitted utilizing the budget format provided and with the correct calculations; and
- f. Is detailed, specific, and explains how **each** of the costs fiscally supports the activities of the proposed program, staffing requirements, necessary supplies, and any one-time costs.

8.4 Stage 3: Final Review and Selection

8.4.1 Each proposal's final score will be calculated based on the composite score from Stage 2.

8.4.2 Proposals will be ranked from highest to lowest score. The funding allocations will be based on Priority Populations, geographic area needs, and the availability of funding. At the County's sole discretion, any proposal other than the highest-ranking proposals may be considered for selection, if it is determined that the proposal is qualified, cost-effective, responsive, responsible, and/or meets a need based on Priority Populations, and/or geographical area needs, and/or is in the best interests of the County.

8.4.3 Recommended Funding Allocations Review

A Recommended Funding Allocations Review may be conducted in which the selected proposals are reviewed for recommended funding allocations. The Recommended Funding Allocations Review will be conducted by an Internal Funding Review Committee comprised of selected personnel from DHSP's Executive Management team.

It is possible there will be more funding requested than the amount of funding available. The County's goal is to make funding recommendations that will provide services in the most efficient and

successful manner, based on the RFP requirements, including targeting specific population(s) and/or area(s) to serve those most at risk.

Once a funding recommendation has been determined, the County will notify the proposer's Executive Director, Chief Executive Officer (CEO), or designated Board Member of its funding recommendation and any other pertinent information. Proposers that did not receive a funding recommendation will also receive notification which will be addressed to the proposer's Executive Director, CEO, or designated Board Member.

Proposers recommended for funding will advance to negotiate a contract for approval by the Board of Supervisors. The final award of funding, pursuant to this RFP, will be made by and at the sole discretion of the County's Board of Supervisors.

9 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D (Transmittal Form to Request a Solicitation Requirements Review) to Public Health. A request for a Solicitation Requirements Review may be denied, in Public Health's sole discretion, if the request does not satisfy all the following criteria:

- 9.1.1** The request is made by the deadline indicated in Paragraph 7.2 (RFP Timetable), to the person and email address identified in Paragraph 5.2 (Contact with County Personnel);
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
- 9.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts either that:
 - 9.1.4.1** application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or
 - 9.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

The Solicitation Requirements Review will be completed, and Public Health's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

Upon response, the County's decision to the Solicitation Requirements Review will be final. All requests for a Solicitation Requirements Review must be submitted by

email to the person identified in Paragraph 5.2 (Contact with County Personnel) by the deadline indicated in Paragraph 7.2 (RFP Timetable).

9.2 Disqualification Review

A proposal may be disqualified from consideration if Public Health determines it was non-responsive at any time during the review/evaluation process. If Public Health determines that a proposal is disqualified due to non-responsiveness, Public Health will notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in Public Health's sole discretion, be denied if the request does not satisfy all of the following criteria:

9.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

9.2.2 The request for a Disqualification Review asserts that Public Health's determination of disqualification due to non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed, and the determination will be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Proposers can also be disqualified pursuant to Paragraph 5.6 (Determination of Proposer Responsibility).

9.3 Department's Proposed Contractor Selection Review

9.3.1 Departmental Debriefing Process

Upon completion of the evaluation, Public Health will notify the remaining proposers in writing that Public Health is entering negotiations with another proposer. Upon receipt of the letter, any non-selected proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in Public Health's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting proposer's response to the solicitation document with the evaluation document. The requesting proposer will be debriefed only on its response. Because contract negotiations are not yet complete, responses from other proposers will not be discussed, although Public Health may inform the requesting proposer of its relative ranking.

During or following the Debriefing, Public Health will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify Public Health of its intent to request a Proposed Contractor Selection Review (see Paragraph 9.3.2, Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

9.3.2 Proposed Contractor Selection Review

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe that will be specified by Public Health.

A request for a Proposed Contractor Selection Review may, in Public Health's sole discretion, be denied if the request does not satisfy all of the following criteria:

9.3.2.1 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Health).

9.3.2.2 The person or entity requesting a Proposed Contractor Selection Review asserts, in appropriate detail, with factual reasons, one or more of the following grounds for review:

- 1) Public Health materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- 2) Public Health made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.
- 3) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- 4) Another basis for review as provided by state or federal law; and

9.3.2.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Health's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid, or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Health will issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review (see Paragraph 9.4, County Independent Review, below).

9.4 County Independent Review

Any proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by Public Health in its written decision regarding the Proposed Contractor Selection Review.

A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 9.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by Public Health); and
- 9.4.2** The person or entity requesting a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review, as listed in Paragraph 9.3.2 (Proposed Contractor Selection Review).

Upon completion of the County Independent Review, the County Internal Services Department will forward the report to Public Health, which will provide a copy to the proposer.

APPENDIX A

Contract No. PH-00XXXX



**CONTRACT
BY AND BETWEEN**

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH**

AND

CONTRACTOR

FOR

DATA TO CARE SERVICES IN LOS ANGELES COUNTY

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STANDARD EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Scope(s) of Work
Exhibit C	Budget(s) (Not attached with Sample Contract)
Exhibit D	Contractor's EEO Certification
Exhibit E	County's Administration
Exhibit F	Contractor's Administration
Exhibit G	Contractor Acknowledgement and Confidentiality Agreement
Exhibit H	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
Exhibit I	Safely Surrendered Baby Law

UNIQUE EXHIBITS

Exhibit J	Charitable Contributions Certification
Exhibit K	Requirements Regarding Imposition of Charges for Services
Exhibit L	People with HIV/AIDS Bill of Rights and Responsibilities
Exhibit M	Guidelines for Staff Tuberculosis Screening
Exhibit N	Information Security and Privacy Requirements
Exhibit O	Notice of Federal Subaward Information

**DEPARTMENT OF PUBLIC HEALTH
DATA TO CARE SERVICES IN LOS ANGELES COUNTY
CONTRACT**

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

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

CONTRACTOR'S NAME
(hereafter "Contractor")

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

WHEREAS, on **date of Board Letter**, the Board authorized the County's Director of the Department of Public Health, or duly authorized designee, (hereafter jointly referred to as "Director") to execute contracts for Data to Care Services in Los Angeles County to preserve and protect the public's health; and

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

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

WHEREAS, County's DHSP is responsible for the Ryan White Program's services and programming; and

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

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services, Health Resources and Services Administration, Assistance Living Number 93.686, which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and subsequent reauthorizations of the Act, Ending the HIV Epidemic: A Plan for America (hereafter “Ending the HIV Epidemic”) – Ryan White HIV/AIDS Program Parts A and B funds, of which a portion has been designated to this Contract; and

WHEREAS, it is established by virtue of County’s receipt of grant funds from federal and State agencies that County is one of the local areas most impacted by the AIDS epidemic; and

WHEREAS, funds received under the Ryan White Program must be used for programs and services to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) Continuum of Care; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor must actively collaborate with and recruit referrals from service organizations and agencies

beyond DHSP's programs and services delivery system, including, but not limited to, substance abuse, mental health, primary health care, and social services organizations; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor's referrals to and from organizations must be noted and tracked in DHSP's service utilization data system, and followed up on in cases where the client does not attend appointments, in accordance with Contractor's referral guidelines; and

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

WHEREAS, Contractor is familiar with the Ryan White Program and services, as referenced at www.ryanwhite.hrsa.gov, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency, and organization of care, treatment, and supportive services for HIV-infected individuals and families; 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; and

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

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

1. APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit B	Scope(s) of Work
Exhibit C	Budget(s)
Exhibit D	Contractor's EEO Certification
Exhibit E	County's Administration
Exhibit F	Contractor's Administration
Exhibit G	Contractor Acknowledgement and Confidentiality Agreement
Exhibit H	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
Exhibit I	Safely Surrendered Baby Law

Unique Exhibits:

Exhibit J	Charitable Contributions Certification
Exhibit K	Requirements Regarding Imposition of Charges for Services
Exhibit L	People with HIV/AIDS Bill of Rights and Responsibilities
Exhibit M	Guidelines for Staff Tuberculosis Screening
Exhibit N	Information Security and Privacy Requirements
Exhibit O	Notice of Federal Subaward Information

2. DEFINITIONS

A. Contract: This agreement executed between County and Contractor. It sets 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), and Scope of Work (Exhibit B).

B. Contractor: The sole proprietor, partnership, corporation, or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES

A. Contractor must provide services in the manner described in the Statement of Work (Exhibit A), and Scope of Work (Exhibit B).

B. Contractor acknowledges that the quality of services provided under this Contract will be at least equivalent to that which Contractor provides to all other clients it serves.

C. 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 the Contractor, and the Contractor will have no claim whatsoever against the County.

D. Federal award information for this Contract is detailed in Exhibit O, Notice of Federal Subaward Information.

4. TERM OF CONTRACT

The term of this Contract is from date of execution for a period of three years and two months, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify DHSP 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 DHSP at the address herein provided under the NOTICES Paragraph.

5. MAXIMUM OBLIGATION OF COUNTY

A. For the period of Contract execution through **December 31, 2023**, the maximum obligation of County for all services provided hereunder will not exceed **spell out amount** dollars (**\$XXX,XXX**), as set forth in Exhibit **C-1**, attached hereto and incorporated herein by reference.

B. For the period of **January 1, 2024** through **December 31, 2024**, the maximum obligation of County for all services provided hereunder will not exceed **spell out amount** dollars (**\$XXX,XXX**), as set forth in Exhibit **C-2**, attached hereto and incorporated herein by reference.

C. For the period of **January 1, 2025** through **December 31, 2025**, the maximum obligation of County for all services provided hereunder will not exceed **spell out amount** dollars (**\$XXX,XXX**), as set forth in Exhibit **C-3**, attached hereto and incorporated herein by reference.

D. For the period of **January 1, 2026** through **December 31, 2026**, the maximum obligation of County for all services provided hereunder will not exceed **spell out amount** dollars (**\$XXX,XXX**), as set forth in Exhibit **C-4**, attached hereto and incorporated herein by reference.

E. 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 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, must not occur except with the County's express prior written approval.

F. Contractor must maintain a system of record keeping that will allow it to determine when it has incurred seventy-five percent (75%) of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to DHSP at the address herein provided under the NOTICES Paragraph.

G. No Payment for Services Provided Following Expiration/ Termination of Contract: Contractor will have no claim against 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 County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract does not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT

A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in the Statement of Work

(Exhibit A), and/or Scope of Work (Exhibit B), and in accordance with the Budget (Exhibits C-1 and C-2).

B. Contractor must invoice the County monthly in arrears. All invoices must include a financial invoice and all required reports and/or data. All invoices 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 payments made to Contractor.

C. Invoices must be submitted electronically to the County within 30 calendar days after the close of each calendar month. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice and will make payment in accordance to the Budget(s).

D. Invoices must be submitted electronically to: DHSP Financial Services Division at DHSP-Finance@ph.lacounty.gov.

E. For each term, or portion thereof that this Contract is in effect, Contractor must provide an annual cost report within 30 calendar days following the close of the Contract 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 will be for that Contract period which ends on the termination date.

The report must be submitted within 30 calendar 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 County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

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

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

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibits attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor

to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibits, if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or

any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County, is in material breach of this Contract or has failed to fulfill its obligations under this Contract, until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breach(es) and/or failure(s) to Contractor.

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.

H. Local Small Business Enterprises – Prompt Payment Program: Certified Local Small Business Enterprises (LSBE) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each period's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term; 2) allow for the rollover of unspent Contract funds, as

allowed by the funding grant(s); 3) make modifications to each budget, as reflected in Exhibit C, and make corresponding service adjustments, as necessary; and/or 4) revise the Statement of Work (Exhibit A), and/or Scope of Work (Exhibit B), to make necessary substantive revisions. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount will require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract will be effectuated by a written amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, will be effectuated by a Change Notice that will be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor will review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time(s) during each County fiscal year as determined by Director. At least 15 calendar days prior to each such review, Contractor must provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS

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

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the 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 County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law, or regulation. To implement such changes, an amendment to the Contract will be prepared by the Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds and/or an increase or decrease in funding up to ten percent (10%) above or below each period's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an amendment will be prepared by the Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and will be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, Budgets, and make corresponding adjustments to the Statement of Work and/or Scope of Work tasks and/or activities, and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice will be signed by the Director and Contractor, as authorized by the

County's Board of Supervisors. The executed Change Notice will be incorporated into and become part of this Contract.

9. CONFIDENTIALITY

A. 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.

B. Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting, or professional fees arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County, in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without

limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST

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

Or

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 shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off, or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a

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

11. INDEMNIFICATION

Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnites") 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 Indemnites.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES

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

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming the County and its Agents have been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates must be provided to County not less than 10 calendar 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 the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its 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 the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Section
5555 Ferguson Drive, 3rd Floor, Suite 3031
Commerce, California 90022
Attention: Manager, Contract Monitoring Section

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

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy, with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of the 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 providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

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

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

F. 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.

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

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Contract, and such failure to comply results in any costs to County, Contractor must pay full compensation for all costs incurred by County.

I. Subcontractor Insurance Coverage Requirements: Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIR): Contractor's policies will 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 as respects 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.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will

maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

L. 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.

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

N. Alternative Risk Financing Programs: The County reserves the right to review, and then 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.

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

13. INSURANCE COVERAGE REQUIREMENTS

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

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

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

C. 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.

D. Sexual Misconduct Liability: 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.

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

F. Technology Errors & Omissions Insurance: Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software

or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output, and any other services provided by the vendor with limits of not less than \$3 Million.

G. Cyber Liability Insurance: Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2 Million per occurrence and in the aggregate during the term of the 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; and data/information loss and business interruption; any other liability or risk that arises out of the 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 the 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.

14. OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, will be the sole property of the County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of this Contract, Contractor will assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven years thereafter, Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which

Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names, and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor must affix the following notice to all items developed under this Contract: "© Copyright 2023 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it will not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

15. PUBLICITY

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, will have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with 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).

16. RECORD RETENTION AND AUDITS

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

B. Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles, written guidelines, standards, and procedures which may

from time to time be promulgated by Director, and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at: [AC Contract Accounting and Administration Handbook - June 2021 \(lacounty.gov\)](#).

Federally funded Contractors 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 must include, but may not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which must include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall 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 service claimed under this Contract. Such records must

be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period 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 calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request will include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. 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 must be notified thereof by Contractor in writing and arrangements must be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. 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 County's Auditor-Controller (Auditor-Controller's Audit Branch) within 30 calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Contract is in effect. The audit must be in compliance with Title 2 of the Code of Federal Regulations (CFR) section 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is/are delivered to County.

The independent auditor's work papers must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by

County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code (“U.S.C.”) Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Contract, Contractor must maintain and make available, upon written request, to the Secretary of 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.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with County’s representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and must allow photocopies to be made of these documents utilizing Contractor’s photocopier, for which County will reimburse Contractor its customary charge for

record copying services, if requested. Director will provide Contractor with at least 10 working days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

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

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are

lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this Paragraph an “unsubstantiated unit of service” shall mean 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” shall mean 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, the Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within 30 calendar days of termination of this Contract, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event will County be required to pay Contractor for units of services 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 are less than fee-for-service rate(s) set out in the budget(s), the Contractor will only be reimbursed for its actual allowable and documented costs.

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

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING

A. 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 the 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.

B. 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 (Title 31, U.S.C., Section 1352)

and any implementing regulations, and must ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A
FEDERALLY FUNDED PROGRAM

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

the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS (45 C.F.R. PART 76)

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

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

18D. WHISTLEBLOWER PROTECTIONS

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

B. 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.

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

18E. LIQUIDATED DAMAGES

A. If, in the judgment of the Director, or designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at his/her option, 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, or designee, in a written notice describing the reasons for said action.

B. If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or designee, deems are correctable by Contractor over a certain time span, the Director, or designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame,

the Director, or designee, 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 the Contractor's failure to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances, a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that Contractor shall be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or (c) upon giving five days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.

I. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the Contractor's failure to complete or comply with the provisions of this Contract. This sub-paragraph 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 in sub-paragraph B above, and may not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

18F. REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

Contractor must comply with provisions of Section 2605 (e) of Title 26 (CARE Act) to Exhibit K, Requirements Regarding Imposition of Charges for Services. Director will notify Contractor of any revision of these Guidelines, which will become part of this Contract.

18G. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

Contractor must adhere to all provisions of Exhibit L, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights). Director will notify Contractor of any revision to the Bill of Rights, which will become part of this Contract.

Contractor must post this Bill of Rights document and/or Contractor-specific higher standard at all care services provider sites, and disseminate it to all patients. A Contractor-specific higher standard must include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor must notify of and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to modify its Bill of Rights document, Contractor must demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the DHSP Bill of Rights document.

18H. GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

Contractor must adhere to Exhibit M, Guidelines for Staff Tuberculosis Screening. Director will notify Contractor of any revision of these Guidelines, which will become part of this Contract.

Annual tuberculin screening must be done for each employee, volunteer, subcontractor, and consultant providing services hereunder on or before the 12-month

period ends from the last screening date. Such tuberculosis screening must consist of tuberculin skin test (Mantoux test screening test, Tuberculin Sensitivity Test, Pirquet test, or PPD test for Purified Protein Derivative) or blood test (Quaniferon, IGRA, or T-spot), and if positive, a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray must be provided prior to resuming job duties.

18I. CLINICAL QUALITY MANAGEMENT

Contractor must implement a Clinical Quality Management (CQM) program, (pursuant to Title XXVI of the Public Health Service Act Ryan White HIV/AIDS Program (RWHAP) Parts A – D and the Health Resources and Services Administration (HRSA) RWHAP expectations for clinical quality management programs) that assesses the extent to which the care and services provided are consistent with federal (e.g., U.S. Department of Health and Human Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The CQM program must at a minimum:

- A. Establish and maintain a CQM program infrastructure including the leadership and accountability of the medical director or executive director of the program;
- B. Collect, analyze, and report performance measurement data to guide implementation of quality improvement activities and assess outcomes;
- C. Track client perceptions of their health and the effectiveness of the services received through patient satisfaction surveys;
- D. Involve clients and their input in the CQM program activities to ensure that their needs are being addressed;

E. Serve as a continuous quality improvement process with direct reporting of data and quality improvement activities to senior leadership and DHSP no less than on an annual basis;

F. Perform an evaluation of the effectiveness of the CQM program on an annual basis; and

G. Aim to improve patient care, health outcomes, and/or patient satisfaction.

18J. CLINICAL QUALITY MANAGEMENT PLAN

Contractor must implement its CQM program based on a written CQM plan. Contractor must develop one agency wide CQM plan that encompasses, at a minimum, all HIV/AIDS care services. Contractor must submit its written CQM plan to DHSP within 60 days of executing this Contract. The CQM plan must be reviewed and updated as needed by the agency's CQM committee, signed by the medical director or executive director, and submitted to DHSP. The CQM plan and its implementation may be reviewed by DHSP staff during its onsite program review. The written CQM plan must, at a minimum, include the following components:

A. Objectives: CQM plan should delineate specific program goals and objectives that reflect the program's mission, vision, and values.

B. CQM Committee: The plan must describe the purpose of the CQM committee, its composition, meeting frequency (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established Quality Improvement (QI) advisory committee need not create a separate CQM committee, provided that the existing advisory

committee's composition and activities conform to CQM program objectives and committee requirements.

C. Selection of a QI Approach: The CQM plan must describe an elected QI approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of CQM Program:

(1) Selection of Performance Measures – Contractor must describe how performance measures are selected. Contractor must collect and analyze data for at least one or more performance measure per HRSA RWHAP expectations for clinical quality management programs. Contractor is encouraged to select performance measures from HRSA's HIV/AIDS Bureau of Performance Measure Portfolio (<https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>). Contractor may request technical assistance from DHSP CQM Program staff regarding the selection, development, and implementation of performance measures.

(2) Data Collection Methodology – Contractor must describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.

(3) Data Analysis – Contractor must describe its process for review and analysis of performance measure results monitoring at the CQM committee level. This description must include how and when these

findings are communicated with all program staff involved and with senior leadership.

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

E. Participation in Los Angeles Regional Quality Group: Contractor must identify a representative to participate in at least two quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the Center for Quality Improvement and Innovation (CQI) and HIVQUAL and provides opportunities for sharing information, best practices, and networking with local area HIV/AIDS providers.

F. 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.

G. 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 mechanism. Feedback should include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback must be discussed with the agency's CQM committee at least annually for continuous program improvement.

H. Client Grievance Process: Contractor must establish policies and procedures for addressing and resolving client grievances at the level closest to the source within the 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.

I. 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 DHSP Executive Office, upon the occurrence, during the operation of the 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 the following:

(a) Any unusual incident and/or sentinel event which threaten the physical or emotional health or safety of any person to include, 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 a child, adult, and the 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.

18K. PARTICIPATION IN DHSP CQM PROGRAM

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

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

18L. DHSP CUSTOMER SUPPORT PROGRAM

A. The DHSP Customer Support Program was established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns, or contact DHSP directly to obtain assistance in resolving their complaints and concerns.

Clients may contact DHSP's Customer Support Program as follows:

- (1) Customer Support Line (telephone)
- (2) Email
- (3) Mail

(4) In person

B. The Customer Support Program's telephone line 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. The Customer Support Line can be utilized by calling (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 will be followed up within two business days. The Customer Support Line is not intended to respond to emergency or crisis-related concerns.

C. Compliance Resolution Procedures:

(1) Within 10 days of receipt of the complaint, DHSP will send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP will also send correspondence to Contractor advising that a complaint was received and request Contractor to investigate and provide specific information to DHSP.

(2) Contractor will have 30 days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor must work with the DHSP Customer Support staff to address quality of care issues and questions identified as needed to resolve the reported concerns. If verified, DHSP Customer Support staff will

coordinate with Contractor to implement a plan of corrective actions (POCA) to prevent future incidents of similar nature.

(3) CUSTOMER SUPPORT PROGRAM POSTERS: Customer Support Program posters which contain information about how clients may file a complaint or concern with DHSP will be provided to Contractor. Contractor must ensure that the posters are visible to clients and are located in areas of the facility used by patients. Contractor must ensure that staff, as well as clients/patients know the purpose of the DHSP's Customer Support Program.

(4) Contractor must develop, implement, and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Customer Support Program.

18M. CHILD/ELDER ABUSE/FRAUD REPORT

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

B. 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.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. must comply with the reporting requirements described in WIC Section 15600 et seq., 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 these Code sections. Contractor's mandated reporting staff working on this Contract must make the report on such abuse, and must submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports must be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one business day from the date Contractor became aware of the suspected instance of elder abuse.

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

19. CONFLICT OF TERMS

To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents

incorporated herein by reference, the language found within this Contract will govern and prevail.

20. CONTRACTOR'S OFFICES

Contractor's office is located at **Contractor's Address**. Contractor's business telephone number is **(XXX) XXX-XXXX**, facsimile (FAX) number is **(XXX) XXX-XXXX**, and electronic mail (e-mail) address is **Contractor's email**. Additional information is set forth in Exhibit F (Contractor's Administration) of this Contract. Contractor must notify County in writing of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least 10 calendar days prior to the effective date(s) thereof.

21. NOTICES

Notices hereunder must be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Additional information is set forth in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration) of this Contract. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least 10 working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of HIV and STD Programs
600 S. Commonwealth Ave., 10th Floor
Los Angeles, California 90005

Attention: DHSP Director

- (2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Dr., Suite 210
Commerce, California 90022

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

- (1) Contractor Name
Contractor Address Line 1
Contractor Address Line 2
City, State Zip Code

Attention: Contractor Representative Name, Title

22. ADMINISTRATION OF CONTRACT

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") will have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, financial, and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

C. 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 the badges.

D. Background and Security Investigations: Each of Contractor's staff and any subcontractor(s) performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, 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. If this subsequent information constitutes a job nexus, the Contractor must immediately remove staff from performing services under this Contract and replace such staff within 15 days of removal, or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide

to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

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

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

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

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

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

24. 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.

25. BUDGET REDUCTIONS

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

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

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

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

27. COMPLAINTS

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

A. Within 30 business days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy must include, but not be limited to, when and how new clients, as well as current and recurring clients, are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative must receive a copy of the procedure.

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

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

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

G. 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.

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

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

28. COMPLIANCE WITH APPLICABLE LAW

A. 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.

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

29. COMPLIANCE WITH CIVIL RIGHTS LAW

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age,

condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

Additionally, Contractor certifies to the County:

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

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

A. 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.

B. 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 the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "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 the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by 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 must also be subject to the provisions of this sub-

paragraph. The provisions of this sub-paragraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

(3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

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

31. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

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

C. 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.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

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

33. 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.

34. CONFLICT OF INTEREST

A. 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.

B. 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 must include, but is not limited to, identification of all persons implicated and a

complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph will be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

A. 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 (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainingrow@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees, as described in Paragraph 10, must be given first priority.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible contractors.

B. 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 the performance of Contractor 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.

C. Non-Responsible Contractor: The County may debar a contractor if the Board of Supervisors 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.

D. 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.

E. 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 tentative/proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

G. 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.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit I (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractor(s), if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

A. 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.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, maintain

compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

39. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS

Contractor must assure that the location(s) where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's

periodic monitoring visits to Contractor's facilities will include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS

During the time that Contractor's personnel are at County facilities, such persons will be subject to the rules and regulations of such County facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor must immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that: (1) such person has violated said rules or regulations, or (2) such person's actions while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

A. Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or 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.

B. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

43. EMPLOYMENT ELIGIBILITY VERIFICATION

A. 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.

B. 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.

44. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County is Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor

information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. 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.

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

45. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

via communications facilities (e.g., facsimile or email), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

46. 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.

47. FISCAL DISCLOSURE

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

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

48. FORCE MAJEURE

A. 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, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's

subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as “force majeure events”).

B. 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.

C. 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.

49. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

50. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit H.

51. INDEPENDENT CONTRACTOR STATUS

A. 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 as, the employees or agents of the other party for any purpose whatsoever.

B. 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.

C. 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 will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or

connected with any work performed by or on behalf of Contractor pursuant to this Contract.

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

52. 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 request of Public Health at any time during the term of this Contract.

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION

A. 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.

B. Contractor certifies to the County each of the following:

(1) Contractor has a written policy statement prohibiting discrimination in all phases of employment.

(2) That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

(3) That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

(4) Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

D. 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.

E. 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.

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

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

H. 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.

54. NON-EXCLUSIVITY

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

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

56. NOTICE OF DISPUTES

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

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED
BABY LAW

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

59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, 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.

60. 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.

61. PUBLIC RECORDS ACT

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD

RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921.000 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary.” The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. 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.

62. PURCHASES

A. 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.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County will retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies purchased or obtained by Contractor using any Contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County will have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the Contractor's part. Contractor, in conjunction with County, must attach identifying labels on all such property indicating the proprietary interest of County.

C. 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, as allowed by County or grant funds. Annually, Contractor must provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any County funds designated for such purpose.

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

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

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease any real property where

persons are to receive services hereunder, Contractor must prepare and submit to Director within 10 calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, 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, 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 sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing must also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor must also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership include depreciation, interest, and applicable taxes.

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

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

64. REPORTS

Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. However, in no event may County require such reports unless Director has provided Contractor with at least 30 calendar days' prior written notification thereof. Director's notification will provide Contractor with a written explanation of the procedures for reporting the information required.

65. RECYCLED CONTENT BOND PAPER

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

66. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A proposer or a contractor, or its subsidiary or subcontractor (“Proposer/Contractor”), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract.

67. STAFFING AND TRAINING/STAFF DEVELOPMENT

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

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

appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

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

68. SUBCONTRACTING

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract must include:

(1) Identification of the proposed subcontractor (who must be licensed as appropriate for provision of subcontracted services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract must take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director will review Contractor's request to subcontract and determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

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

D. In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to all subcontractors and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent is provisional, and will not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not liable or responsible in any way to Contractor, or any subcontractor, for any

liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. 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. The Contractor must notify its subcontractors of this County right.

G. 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 and all applicable provisions of the federal prime contract.

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

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

I. 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.

J. Contractor will 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 Contractor employees.

K. Contractor will remain 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.

69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 calendar 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 debarment of the Contractor, pursuant to County Code Chapter 2.202.

70. TERMINATION FOR CONVENIENCE

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

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

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

Further, after receipt of a Notice of Termination, Contractor must submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 60 calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination will be final. After such determination is made, County will pay Contractor the amount so determined.

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 the costs and expenses of Contractor under this Contract in respect to the termination 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 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

71. TERMINATION FOR DEFAULT

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

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

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.

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 hereinabove 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, fires, floods, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both 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.

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.

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

72. TERMINATION FOR IMPROPER CONSIDERATION

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 making of any determinations with respect to the 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.

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.

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

73. TERMINATION FOR INSOLVENCY

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

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

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

74. 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 County's Board of Supervisors 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.

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

76. TIME OFF FOR VOTING

Contractor must notify its employees, and must require any subcontractor(s) 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 subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

77. 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.

78. WAIVER

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

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

79. WARRANTY AGAINST CONTINGENT FEES

A. 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.

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

80. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in the Paragraph entitled WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

82. INJURY AND ILLNESS PREVENTION PROGRAM

Contractor will be required to comply with the State of California's Cal OSHA's 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.

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

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#06989:ml

EXHIBIT A

STATEMENT OF WORK

FOR

DATA TO CARE SERVICES IN LOS ANGELES COUNTY

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STATEMENT OF WORK

DATA TO CARE SERVICES IN LOS ANGELES COUNTY

1.0 DESCRIPTION

The County of Los Angeles (County) Department of Public Health (Public Health), Division of HIV and STD Programs (DHSP), works closely and collaboratively with community-based organizations, County partners, health care delivery systems, consumers of services, community planners, and State and federal funders, among others, as it seeks to support a network of services to control the spread of HIV and STDs, monitor HIV and STD morbidity and mortality, increase access to care for those in need, and eliminate health disparities and inequities related to HIV and STDs.

DHSP is committed to implementing local programs and strategies of the Ending the HIV Epidemic Plan in Los Angeles County, and reaching the goals of the national initiative, *Ending the HIV Epidemic (EHE): A Plan for America*, including reducing HIV by 75% by 2025, and 90% by 2030, compared to 2020 baseline levels. The initiative focuses on four key pillars to end the epidemic: 1) Diagnose people as early as possible; 2) Treat people rapidly and effectively; 3) Prevent new HIV transmissions; and 4) Respond quickly to HIV outbreaks. Data to Care (D2C) services will be centered on two of the four EHE pillars: 1) Treat; and 2) Respond.

Data to Care (D2C) Services

The Centers for Disease Control and Prevention defines Data to Care (D2C) as “a public health strategy that uses HIV surveillance data, pharmacy fill data, clinic appointment data, and other treatment and care data sources to identify persons with HIV who are not in care, link those not in care to appropriate medical and social services, and ultimately support the HIV Care Continuum”.

Contractor is responsible for implementing D2C activities and programs where internal and external databases (e.g., Enhanced HIV/AIDS Reporting System [eHARS], HIV Casewatch, etc.) are used to identify persons living with HIV (PLWH) who are not in care (either fallen out of care, at risk of falling out of care, or never received care) to build the capacity of their organizations to locate, link, engage, and retain PLWH into medical care and supportive services so they can achieve viral suppression and reduce transmission of HIV in Los Angeles County (LAC). These D2C programs and services are intended as pilot interventions to inform future HIV planning and care and will focus on Priority Populations (identified in Paragraph 1.1 below) that are most disproportionately impacted by HIV.

1.1 Priority Populations

The Priority Populations in LAC for EHE D2C services (hereafter “Priority Populations”) are as follows:

1. Black and Latinx men who have sex with men living with HIV;
2. Persons under age 30 living with HIV;
3. Transgender persons living with HIV;
4. Persons living with HIV who inject drugs and/or use methamphetamine, and
5. Cisgender Black and Latinx women living with HIV.

Contractor will focus on implementing D2C programs and services to individuals within the Priority Populations listed above who have:

1. Previously received HIV care at the contracted clinic but have fallen **out of care (OOC)** (at a minimum, no reported HIV viral load or CD4 cell count within nine months from date of inquiry for PLWH clients virally suppressed, or six months from date of inquiry for PLWH not virally suppressed); or
2. Received HIV care at the contracted clinic but are **at risk of falling out of care (RFC)** (e.g., missed appointments, not answering phone to confirm appointment, not picking up medication from pharmacy, etc.); or
3. Been a **new referral to care (NRC)** at the contracted clinic (e.g., were referred for care or had an HIV positive test result but never established care).

1.2 DHSP Program Goal and Objectives

Contractor must work to achieve the DHSP Goal and Objectives described in Table 1 below.

TABLE 1: GOAL AND OBJECTIVES	
PRIMARY GOAL:	<i>Decrease HIV infection and transmission by 75% by 2025, and 90% by 2030, compared to 2020 baseline levels, via improvement of health outcomes through comprehensive HIV care and treatment and services.</i>
PROGRAM GOALS:	To build D2C capacity within clinics to link PLWH who are confirmed to be out of care, into care and treatment to achieve viral suppression within three months.
PROGRAM OBJECTIVES:	<ol style="list-style-type: none"> 1. Improve the linkage, engagement, re-engagement, and durable retention in HIV care; and sustained viral loads among PLWH who were: <ol style="list-style-type: none"> a. Diagnosed with HIV and received HIV care at the contracted clinic but have fallen out of care (OOC) or are at risk of falling out of care (RFC); b. Diagnosed with HIV and reside in the nearby zip codes of the contracted clinic who were new referrals to care (NRC), but never received care or are OOC from a clinic other than the collaborating clinic. 2. Increase the capacity of clinics providing HIV primary care to triangulate data from internal and external databases to identify, outreach, and re-engage PLWH who are OOC, RFC, or NRC. 3. Increase the capacity of clinics to provide intensive case management to PLWH who return to care or are RFC.

2.0 DEFINITIONS

- 2.1 **At risk of falling out of care (RFC):** Persons living with HIV who received HIV care at the contracted clinic but are at risk of falling out of care (e.g., missed appointments, not answering phone to confirm appointment, not picking up medication from pharmacy, etc.).
- 2.2 **Cisgender:** A person whose gender identity corresponds with the sex the person had or was identified as having at birth.
- 2.3 **Contractor’s Project Director:** Contractor’s designee serving as the 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.

- 2.4 **Contractor's Project Manager:** Contractor's designee responsible for administering contract operations and acting as liaison with the County after the Contract award.
- 2.5 **County's Project Manager:** The person designated by the County to manage the operations under the Contract. This person will be responsible for managing inspection of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **Ending the HIV Epidemic (EHE):** A federally funded plan for America that aims to end the HIV epidemic in the United States within 10 years.
- 2.8 **Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.9 **Men Who Have Sex with Men (MSM):** The term used to categorize men who have sex with men, regardless of their sexual identity.
- 2.10 **New Referral to Care (NRC):** Persons newly diagnosed with HIV who were referred for care or had an HIV-positive test result but never established care.
- 2.11 **Out of Care (OOC):** Persons living with HIV previously receiving HIV care at the contracted clinic but have fallen out of care (at a minimum, no reported HIV viral load or CD4 cell count within nine months from date of inquiry for PLWH clients virally suppressed, or six months from date of inquiry for PLWH not virally suppressed).
- 2.12 **Transgender Person:** A person who identifies with or expresses a gender identity that differs from the sex they were assigned at birth.

3.0 RESPONSIBILITIES

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

COUNTY

3.1 County Responsibilities

The County will administer the Contract according to Paragraph 22 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 8 of the Contract (Alteration of Terms/Amendments).

CONTRACTOR

3.2 Contractor Requirements

Contractor must:

- 3.2.1 Develop and implement D2C interventions for the Priority Populations identified in Paragraph 1.1 to:
 - a. Improve linkage to HIV medical care;
 - b. Improve engagement and re-engagement in HIV care;
 - c. Improve retention in HIV care;
 - d. Improve viral suppression; and
 - e. Strengthen the capacity of HIV clinics.
- 3.2.2 Have a minimum of three years of experience, within the last five years, implementing programs focused on HIV treatment and/or clinical experience for one or more of the Priority Populations as identified in this Statement of Work, Exhibit A, Paragraph 1.1, Priority Populations.
- 3.2.3 Have a current contract with DHSP to provide Ambulatory Outpatient Medical (AOM) services.

3.3 Personnel

3.3.1 Contractor's Project Manager

- 3.3.1.1 Contractor must provide a full-time Project Manager, and designated alternate, to act as a central point of contact with the County. County must have access to the Contractor's Project Manager during normal working hours as designated below in Paragraph 8.0 (Hours/Days of Work). Contractor must provide a telephone number where the Project Manager may be reached on an eight-hour per day basis during those hours.
- 3.3.1.2 Contractor's Project Manager must have at least three years of experience, within the last five years, providing

HIV treatment and/or clinical experience for the Priority Populations identified in Paragraph 1.1.

3.3.1.3 Contractor's Project Manager must be physically located at Contractor's office location.

3.3.1.4 Contractor's Project Manager must document recruitment efforts and maintain documentation (e.g., job descriptions, job postings, resumes, etc.) of hired staff.

3.3.1.5 Contractor's Project Manager must develop a Staff Retention Plan (referenced in Paragraph 3.7, below) and submit it to DHSP for approval at time of Contract execution.

3.3.1.6 Contractor's Clinical Supervisor may also serve as the Contractor's Project Manager.

3.3.2 Clinical Supervisor

3.3.2.1 Contractor must provide one part-time or full-time Clinical Supervisor who will:

- a. Collaborate with DHSP staff on D2C activities as required by the Contract;
- b. Provide clinical oversight of all Clinic Embedded HIV Engagement Specialist staff (referenced in Paragraph 3.3.3, below) as they develop client engagement and care plans;
- c. Lead routine case conferencing with relevant staff;
- d. Support implementation of D2C programs.

3.3.2.2 Contractor's Clinical Supervisor must have the following minimum credentials:

- 1) Master's degree in Social Work (MSW), Master's degree in Marriage and Family Therapy (MFT), or equivalent field; and 2) At least two years of experience caring for lesbian, gay, bisexual, transgender, queer, intersex, and/or asexual (LGBTQIA+) PLWH.

3.3.3 Clinic Embedded HIV Engagement Specialist

3.3.3.1 Contractor must provide a minimum of two full-time Clinic Embedded HIV Engagement Specialist (CEHES) staff who will:

- a. Develop and implement client identification and engagement strategy;
- b. Conduct outreach, including in-person field and home visits with clients;
- c. Conduct regular communication with clients to establish rapport and support clients;
- d. Coordinate referral and linkage to medical care, Medical Care Coordination and support services.

3.3.3.2 Contractor's CEHES staff must have the following minimum credentials:

- a. Bachelor's degree in Social Work, Psychology, or equivalent social science degree; and at least one year of experience caring for LGBTQIA+ PLWH;
- OR-**
- b. High school diploma, or high school diploma equivalency (e.g., demonstrated experience or certification as a health educator, demonstrated experience providing HIV health education, and/or relevant lived experience); and at least three years of experience caring for LGBTQIA+ PLWH.

3.3.4 Data Analyst

3.3.4.1 Contractor must provide a minimum of one 0.5 FTE part-time Data Analyst who will:

- a. Establish and maintain clinic data systems and workflows to identify PLWH who are OOC, RFC, or NRC;
- b. Train appropriate staff to support implementation of data systems and determine clinic processes to identify the Priority Populations (defined in Paragraph 1.1);
- c. Conduct electronic medical record reviews at least once per month to identify a list of PLWH clients who are OOC **and** provide this information to DHSP in the form of a real time report at least once per quarter;
- d. Participate in bi-weekly case conferencing with DHSP's Data to Care team to triangulate data from internal and external databases (e.g., Enhanced HIV/AIDS Reporting System [eHARS], HIV

Casewatch, etc.) and finalize a list of PLWH thought to be OOC, RFC, or NRC for outreach.

3.3.4.2 Contractor's Data Analyst must have the following minimum credentials:

- a. Bachelor's degree in Social Work, Psychology, Public Health, Computer Science, Data Science, or equivalent social science or data analytics degree; and at least two years of experience establishing and maintaining data systems and workflows for social service programs of no less than 500 unduplicated clients.

3.4 Staffing

- 3.4.1 Contractor must assign a sufficient number of employees to perform the required work. At least one employee on site must be authorized to act for Contractor in assuring compliance with contractual obligations at all times.
- 3.4.2 All staff, including subcontracted staff, must be appropriately licensed or certified to provide services in their respective specialty fields, as required by federal, State, and local laws including, but not limited to counselors, physicians, physician's assistants, nurse practitioners, nurses, laboratory technicians, and diagnostic screening staff.
- 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 must perform background checks on its employees and subcontractors as set forth in Paragraph 22D 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 (every 12 months) thereafter, Contractor must obtain and maintain documentation of tuberculosis screening for each employee, volunteer, subcontractor, and consultant providing direct services to

clients, according to Paragraph 18I of the Contract (Guidelines for Staff Tuberculosis Screening), and Exhibit M of the Contract (Guidelines for Staff Tuberculosis Screening).

- 3.4.7 Contractor must provide County with a roster of all administrative and program staff, including titles, degree(s) and contact information within 30 days of the effective date of the Contract.
- 3.4.8 Contractor must ensure annual performance evaluations are conducted on all staff budgeted and performing services under the Contract to ensure program staff are meeting job duties as required.

3.5 Training of Contractor's Staff

- 3.5.1 Contractor must ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the Contract.
- 3.5.2 Contractor's staff must successfully complete DHSP's specialized trainings 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/2023/WebTrainingCalendar_2023_2.23.23.pdf.
- 3.5.3 Contractor's HIV testing and 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 staff providing direct services must attend training on substance abuse knowledge, substance user sensitivity, cultural approaches, and substance use-related issues, as directed by DHSP.
- 3.5.5 Contractor's Project Director and Project Manager must be appropriately trained, knowledgeable, and demonstrate a high level of competency with respect to D2C services, HIV testing and treatment, STD and Hepatitis screening, substance misuse, 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 in accordance with Cal-OSHA standards.

- 3.5.7 Contractor must document training activities in a quarterly report to DHSP. Training documentation must include, but is not limited to: date, time, and location of staff training; training topic(s); and the names and titles of attendees.

3.6 Approval of Contractor's Staff and Subcontractors

- 3.6.1 County has the absolute right to approve or disapprove of Contractor's staff performing work hereunder, and any proposed changes in Contractor's staff, including, but not limited to the Contractor's Project Director.
- 3.6.2 Contractor and any 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 any subcontractor(s) must send the County written confirmation of the removal of the personnel in question.
- 3.6.3 County has the absolute right to approve or disapprove of Contractor's subcontractors or consultants performing work hereunder and any proposed changes in subcontractor(s).
- 3.6.4 Contractor must obtain approval by the DHSP Director, or designee, prior to signing any subcontractor or consultant agreement and must give the DHSP Director 15 days prior notice to review the proposed subcontract or consultant agreement.

3.7 Staff Retention Policies and Procedures

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

3.8 Uniforms/Identification Badges

- 3.8.1 Dress code is business professional as defined by Contractor.
- 3.8.2 Contractor must ensure its employees are appropriately identified as set forth in Paragraph 22C of the Contract, Contractor's Staff Identification.

3.9 Materials, Supplies and/or Equipment

- 3.9.1 The purchase of all materials, supplies, and or equipment to provide the needed services is Contractor's responsibility. Contractor must use materials, equipment, and/or supplies that are safe for the environment and safe for use by employees. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance by the DHSP Director, or designee, 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 or equipment purchased without the required prior written approval.
- 3.9.3 Any and all materials and 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 term of the Contract.
- 3.9.4 The County will not provide Contractor with any materials, supplies, and/or equipment.

3.10 Contractor's Office

Contractor must maintain an office in Los Angeles County 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. Contractor must answer calls received by the answering service within 24 hours of receipt of the call.

- 3.10.1 **Contractor's Facility:** Contractor must maintain each facility in good repair to facilitate high-quality, appropriate services. Contractor's facility and location must satisfy each of the following requirements:
 - a. Meets Americans with Disabilities Act requirements for accessibility;
 - b. Is near public transportation;
 - c. Is open during client-friendly hours (e.g., evenings, weekends);
 - d. Free parking is available;
 - e. All equipment needed is in working order;

- f. Privacy at the front (sign-in area) or at the reception desk;
- g. Free of graffiti and trash on grounds and in the facility;
- h. Designated room for all screening services;
- i. Security provided outside and inside the facility;
- j. Confidential screening, treatment and interview rooms present and available for use;
- k. Clear, distinct outside signage; and
- l. Facilities are clean, well-lit, and clearly marked indicating location of services.

3.10.2 **Contractor's Service Delivery Site(s):** Location of Contractor's facilities at which services are to be provided hereunder: to be determined.

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

3.10.3 **Emergency and Disaster Plan:** Contractor must 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 Guidelines on Materials Review

3.11.1 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.

3.11.2 Contractor must comply with federal, State, and local regulations regarding HIV or STD educational materials. Instructions on which educational materials need to be submitted for materials review can be found at:

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

3.12 County's Data Management System

3.12.1 The County's data management systems are 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.

3.12.2 Contractor must utilize County's data management systems to register clients' 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.

3.12.3 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.

3.13 People with HIV/AIDS Bill of Rights and Responsibilities

Contractor must adhere to all provisions of the Contract, including Paragraph 18H (People with HIV/AIDS Bill of Rights and Responsibilities), and Exhibit L (People with HIV/AIDS Bill of Rights and Responsibilities).

3.14 Emergency Medical Treatment

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

3.14.2 Contractor must have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP within 30 days of execution of the Contract.

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

3.16 Client Feedback

All services provided under the Contract are subject to regular client feedback. Contractor must develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services, as referenced in Paragraph 18K of the Contract, Clinical Quality Management Plan.

3.16.1 To obtain input from clients served, Contractor must regularly implement and establish one or more of the following:

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

4.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by Contractor must include, but not be limited to, those activities as listed in Exhibit B of the Contract, Scope of Work.

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

5.1 Contractor must obtain permission from the Director of DHSP, or designee, at least 30 days prior to the addition/deletion of service facilities, specific tasks, and/or work hour adjustments.

5.2 All changes must be made in accordance with Paragraph 8 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 the Contract, Paragraph 18J (Clinical Quality Management), Paragraph 18K (Clinical Quality Management Plan), and Paragraph 18L (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.

7.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 39 of the Contract, County's Quality Assurance Plan. Such evaluation must 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, activities, and review documents relevant to this Contract at any time during normal business hours. However, these observations may not unreasonably interfere with Contractor's performance.

8.0 HOURS/DAYS OF WORK

Contractor must provide D2C services during the hours that are the most effective and convenient for the Priority Populations served. Hours may be Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also include alternate hours such as evenings, late nights, and weekends. Contractor is not required to provide services on the following County recognized holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Juneteenth, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, and/or Christmas Day.

9.0 WORK SCHEDULES

9.1 Contractor must maintain a work schedule for each location/facility and submit it to the County Project Manager upon request. Said work schedules must be set on an annual calendar identifying all the required ongoing 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 the County Project Manager when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager within 30 working days prior to the scheduled time for work.

**DATA TO CARE SERVICES IN LOS ANGELES COUNTY
EXHIBIT B - SCOPE OF WORK**

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Contractor must achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities must be completed according to the stated timelines and must be documented as specified.

Goal: To build Data to Care capacity within clinics to link persons living with HIV (PLWH), who are confirmed to be out of care, into care and treatment to achieve viral suppression within three months.

OBJECTIVES	ACTIVITIES	TIMELINE	EVALUATION METHOD AND DOCUMENTATION
<p>Objective 1.0 Program Staff</p> <p>Recruit and hire qualified staff reflective of the community and experienced with HIV prevention and/or treatment services.</p>	<p>1.1 Maintain and/or recruit and hire one full-time equivalent (FTE) qualified staff member to serve as Project Manager. Document recruitment efforts and maintain documentation (e.g., job description, job postings, resume of hired staff).</p> <p>1.2 Maintain and/or recruit and hire qualified staff members including, but not limited to: one part-time or full-time Clinical Supervisor; two full-time Clinic Embedded HIV Engagement Specialists (CEHES); and one part-time or full-time Data Analyst. Staff will support implementation of Data to Care programs and services. Document recruitment efforts and maintain documentation (e.g., job descriptions, job postings, resumes of hired staff).</p> <p>1.3 Develop Staff Retention Plan and submit to Division of HIV and STD Programs (DHSP) for approval.</p>	<p>Complete no later than three months after date of execution (DOE)</p> <p>Complete no later than three months after DOE</p> <p>Submit to DHSP no later than three months after DOE</p>	<p>1.1 Documents will be kept on file and documented in monthly reports to DHSP.</p> <p>1.2 Documents will be kept on file and documented in monthly reports to DHSP.</p> <p>1.3 DHSP approval letter and plan on file.</p>
<p>Objective 2.0 County Meetings and Trainings</p> <p>Participate in a minimum of two trainings on informational and skills building trainings/ webinars and a minimum of 12 DHSP-led meetings.</p>	<p>2.1 Participate in trainings/webinars as required by DHSP. Training topics include, but are not limited to: Addressing Implicit Bias, HIV 101, STI/STD 101, Motivational Interviewing, PrEP 101, etc. DHSP training calendar can be accessed at http://publichealth.lacounty.gov/dhsp/Trainings/2023/WebTrainingCalendar_2023_2.23.23.pdf</p> <p>2.2 Participate in required meetings/conference calls with DHSP to build capacity of program staff to implement Data to Care activities and to provide updates on planning, implementation, and progress.</p> <p style="margin-left: 20px;">a. Participate in at least monthly DHSP-directed technical assistance and quality improvement activities to enhance capacity of staff.</p> <p style="margin-left: 20px;">b. Participate in outreach capacity building with DHSP staff.</p>	<p>DOE and ongoing</p> <p>DOE and ongoing</p>	<p>2.1 Documents will be kept on file and documented in monthly reports to DHSP.</p> <p>2.2 Documents will be kept on file and documented in monthly reports to DHSP.</p>

**DATA TO CARE SERVICES IN LOS ANGELES COUNTY
EXHIBIT B - SCOPE OF WORK**

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OBJECTIVES	ACTIVITIES	TIMELINE	EVALUATION METHOD AND DOCUMENTATION
	<p>c. Participate in quarterly meetings for all Data to Care contractors implementing Data to Care programs.</p> <p>2.3 Attend trainings and meetings/conference calls. Maintain list of trainings, participants, and certificates of completion.</p>	DOE and ongoing	2.3 Documents will be kept on file and documented in monthly reports to DHSP.
<p>Objective 3.0 Clinic Data Systems Establish clinic data systems and workflows to identify PLWH who are out of care (OOC) (at a minimum, no reported HIV viral load or CD4 cell count within nine months from date of inquiry for PLWH clients virally suppressed, or six months from date of inquiry for PLWH not virally suppressed); at risk of falling out care (RFC) (e.g., missed appointments, not answering phone to confirm appointment, not picking up medication from pharmacy); or were a new referral to care (NRC) (e.g., were referred for care or had an HIV-positive test result but never established care).</p>	<p>3.1 Identify and train appropriate staff to support implementation of data systems and determine clinic processes to identify the following Priority Populations:</p> <ol style="list-style-type: none"> 1. Black and Latinx men who have sex with men living with HIV; 2. Persons under age 30 living with HIV; 3. Transgender persons living with HIV; 4. Persons living with HIV who use methamphetamine and/or inject drugs, and 5. Cisgender Black and Latinx women living with HIV; <p>who have either:</p> <ol style="list-style-type: none"> a. Previously received HIV care at the contracted clinic but have fallen out of care (OOC); b. Received HIV care at the contracted clinic but are at risk of falling out of care (RFC); c. Been a new referral to care (NRC) at the contracted clinic. <p>3.2 Conduct electronic medical record reviews at least once per month to identify a list of PLWH clients who are OOC, RFC, or NRC; and provide this information to DHSP in the form of a real time report at least once per quarter.</p> <p>3.3 Triangulate developed list with databases external to the clinic including, but not limited to HIV Casewatch or people locator databases to identify clients reengaged elsewhere, moved out of Los Angeles County, or deceased.</p>	<p>Complete no later than five months after DOE</p> <p>Beginning no later than five months after DOE and ongoing</p> <p>Beginning no later than five months of DOE and ongoing</p>	<p>3.1 Documents will be kept on file and documented in monthly reports to DHSP.</p> <p>3.2 Documents will be kept on file and documented in monthly reports to DHSP.</p> <p>3.3 Documents will be kept on file and documented in monthly reports to DHSP.</p>

**DATA TO CARE SERVICES IN LOS ANGELES COUNTY
EXHIBIT B - SCOPE OF WORK**

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OBJECTIVES	ACTIVITIES	TIMELINE	EVALUATION METHOD AND DOCUMENTATION
	3.4 Participate in bi-weekly case conferencing with DHSP’s Data to Care team to triangulate data from internal and external databases (e.g., Enhanced HIV/AIDS Reporting System [eHARS], HIV Casewatch, etc.) and finalize a list of PLWH thought to be OOC, RFC, or NRC for outreach.	Beginning no later than five months of DOE and ongoing	3.4 Documents will be kept on file and documented in monthly reports to DHSP.
<p>Objective 4.0</p> <p>Clinic Protocols and Processes for Client Outreach</p> <p>Develop a minimum of one Linkage to Care protocol to successfully link clients to care either at the clinics or linked elsewhere. Clients must be OOC, RFC, or NRC.</p>	<p>4.1 Develop Linkage to Care protocol(s) to contact, locate, link or re-link, and engage PLWH who are OOC, RFC, or NRC to HIV medical care, care navigation and coordination, Hepatitis C Virus (HCV) antibody screening, HCV medical care (if appropriate), and other social support services. Submit protocol(s) to DHSP for approval.</p> <p>Linkage to Care Protocol(s) should include at least a minimum of three of the following components:</p> <ol style="list-style-type: none"> 1. Collaborate with pharmacies to assess gaps in antiretroviral treatment (ART) pickup and identify RFC PLWH clients who may need early intervention. 2. Extend clinic walk-in hours into the afternoon to increase accessibility to medical care, or medical and non-medical case management. 3. Improve direct access to case management using mobile messaging or tele-health. 4. Enhance case management through the provision of expanded care coordination, navigation, and support services which may include: (i) Navigation services that support the client past the first clinical visit; (ii) Including care coordination and navigation teams in case conferencing; (iii) Warm handoffs to care homes or other services to support retention. 5. Implement transitional care coordination protocols that may include: (i) Automated alerts when PLWH clients are seen in the Emergency Department or are admitted for inpatient care; (ii) Collaboration with inpatient medical teams to plan transition to outpatient care; (iii) Day-of-discharge clinic visits. 6. Provide client incentives to support access to services for OOC, RFC, or NRC clients. 	Submit no DHSP later than four months from DOE	4.1 DHSP letter of approval and documents to be kept on file.

**DATA TO CARE SERVICES IN LOS ANGELES COUNTY
EXHIBIT B - SCOPE OF WORK**

Term: Date of Execution through Month XX, 202X

OBJECTIVES	ACTIVITIES	TIMELINE	EVALUATION METHOD AND DOCUMENTATION
<p>Objective 5.0 Link Clients to Care via Protocol Implementation & Assess Client Barriers to Care</p> <p>Link 30-100 unduplicated PLWH clients (based on clinic size and DHSP approval) who are OOC, RFC, or NRC, either at the clinics or linked elsewhere.</p>	<p>5.1 Implement DHSP-approved Linkage to Care protocol(s) from Objective 4.0.</p> <p>5.2 Document and maintain list of clients who are identified for the Data to Care program. Include demographics, number of outreach attempts, whether they are linked to care, have achieved viral suppression, etc.</p> <p>5.3 Ensure comprehensive clinical primary care is provided to client via assessments. Client care and support plans must include the following:</p> <ul style="list-style-type: none"> a. Delivery of culturally and linguistically appropriate services considering low health literacy and ensuring services and materials are available in Spanish (required) and other languages as needed. b. Integrate initiation of immediate ART (i.e., initiation of ART on the same-day or next day). Document number of clients linked to care and ART. c. Use principles of motivational interviewing and trauma-informed care to conduct intake meetings with clients; conduct monthly needs assessments, including mental health, housing, food security, and employment; and make referrals to meet clients' needs. d. Refer clients to supportive services as determined via meetings with clients. Document number of clients referred and/or the number of clients linked. Linkage is defined as a client accessing supportive service within seven days of referral. e. Provide pre-exposure prophylaxis (PrEP) and post-exposure prophylaxis (PEP) education for partners of PLWH clients, in alignment with clinical best practices. f. Provide syphilis and hepatitis C screening and care for PLWH clients, in alignment with clinical best practices. <p>5.4 Assess client barriers to care via client interviews conducted by staff. Include the following activities:</p>	<p>Upon approval of Protocol by DHSP and ongoing</p> <p>Upon approval of Protocol by DHSP and ongoing</p> <p>Within five months of DOE and ongoing</p> <p>Within six months of DOE and ongoing</p>	<p>5.1 Documents will be kept on file and documented in monthly reports to DHSP.</p> <p>5.2 Documents will be kept on file and documented in monthly reports to DHSP.</p> <p>5.3 Documents will be kept on file and documented in monthly reports to DHSP.</p> <p>5.4 Documents will be kept on file and documented in</p>

**DATA TO CARE SERVICES IN LOS ANGELES COUNTY
EXHIBIT B - SCOPE OF WORK**

Term: Date of Execution through Month XX, 202X

OBJECTIVES	ACTIVITIES	TIMELINE	EVALUATION METHOD AND DOCUMENTATION
	<p>a. Develop a script for staff to utilize with clients and submit to DHSP for approval. The script must include, but is not limited to the following topics: 1) reasons for being OOC, RFC, or NRC; 2) barriers to care; 3) social support and referral needs.</p> <p>b. Conduct interviews with at least 75% of unduplicated clients either the first or second appointment they are re-engaged to the clinic to assess reasons for being OOC, RFC, or NRC.</p> <p>5.5 Develop summary of all activities and information collected to be submitted to DHSP as part of Objective 6.0.</p>	<p>Within 11 months of DOE and ongoing</p>	<p>monthly reports to DHSP.</p> <p>5.5 Documents will be kept on file and documented in monthly reports to DHSP.</p>
<p>Objective 6.0 Monitoring and Evaluation Collect, analyze, and report all client-level and program data, ensure quality assurance, interpret reports, and perform program evaluations and continuous quality improvement.</p>	<p>6.1 Comply with all DHSP and Health Resources and Services Administration (HRSA) data reporting requirements, as shown in Exhibit A, Statement of Work, Data Reporting Requirements.</p> <p>6.2 Collect program monitoring data to measure all program indicators and outcomes and submit to DHSP.</p> <p>6.3 Submit data through a web-based data system (i.e., HIV Casewatch) to be reviewed by DHSP and submitted to HRSA each year.</p> <p>6.4 Complete an annual narrative report describing successes and challenges of program implementation including, but not limited to: 1) integration of program services into existing clinic workflows; 2) summary of client interviews and main barriers to accessing care; 3) linkage, retention in care and viral suppression outcomes; and 4) Overview of number of clients linked to care.</p>	<p>DOE and ongoing</p> <p>DOE and ongoing</p> <p>DOE and ongoing</p> <p>Submitted no later than 30 days after end of each contract period.</p>	<p>6.1 Documents to be kept on file.</p> <p>6.2 Documents to be kept on file.</p> <p>6.3 Report data in Casewatch.</p> <p>6.4 Year-end report to be submitted to DHSP.</p>

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

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 CONTRACT 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 shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- OR**
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR 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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, 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 agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**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" shall mean Contractor.

- 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" shall 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.
- 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 shall 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.
- 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall 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 shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall 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 shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

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

5.2.2 Business Associate shall 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 him or herself 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall 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) shall 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 shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, 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 shall provide such Individual(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 shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall 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 shall 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 shall, 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 shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall 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 shall 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 shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall 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 shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall 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 shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall 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 shall 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 shall 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 shall, 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 shall 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 shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself 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, which shall include 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 shall 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 shall 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 shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall 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 shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall 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 shall 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 shall 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 shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work

Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall 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 shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall 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 shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall 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 shall 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 shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall 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 shall 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 shall 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, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall 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 shall control. Otherwise, this Business Associate Agreement shall 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 shall 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.

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

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

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SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

C.A.R.E. Act Title I
Public Law 101-381--August 18, 1990
As amended by the Ryan White Program Act Amendments of 1996
Provision 2605

(a) REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

"(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, cost sharing, copayments, coinsurance, or other charges.

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

PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

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

A. Respectful Treatment

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

B. Competent, High-Quality Care

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

C. Make Treatment Decisions

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

D. Confidentiality and Privacy

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

E. Billing Information and Assistance

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

F. Patient/Client Responsibilities

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

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

For More Help or Information

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

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

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

INTRODUCTION

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

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

POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall 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 shall be allowed to provide HIV/AIDS services.

IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually (12 months) thereafter.
 - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
 - B. For purposes of these guidelines, "volunteer" shall mean 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 shall be provided documentation by its new 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.

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 shall 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 shall 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 shall 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 shall 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 shall:

- 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 shall 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 shall 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 shall 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 shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall 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 shall include:

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

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall 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 shall 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 shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
 - b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
 - c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,
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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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall 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 shall 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 shall 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 shall also apply to all Subcontractors and third parties. The Contractor or third party shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall (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 shall 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 shall 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 shall 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 shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.
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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 shall: (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 shall 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 shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall 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 shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
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- 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 shall 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 shall 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 shall:

- 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 shall 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:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Eleanor Lehnkering
HIPAA Privacy Officer
5555 Ferguson Drive
Los Angeles, CA 90022
(323) 659-6417
elehnkering@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 shall 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 shall 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 shall 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 shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including
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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 shall 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 shall 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 shall 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 shall 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, shall 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 shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall 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 shall 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 shall 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 shall 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. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$2 Million** per occurrence and in the aggregate during the term of the 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; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall 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, shall not be construed as a limitation upon the 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.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

Notwithstanding the preceding sentences, the County shall 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 shall 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 shall 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.



Recipient Information (i)

1. Recipient Name

2. Vendor Customer Code (VCC)

3. Employer Identification Number (EIN)

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

5. Award Project Title

6. Project Director or Principal Investigator
Name:
Title:
Address:

E-mail:

7. Authorized Official
Name:
Title:
Address:

E-mail:

Federal Award Information (www.usaspending.gov)

10. Federal Award Number (1)

11. Federal Award Date (iv)

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

13. Name of Federal Awarding Agency (xi)

14. Federal Award Project Title (x)

15. Assistance Listing Number (xii)

16. Assistance Listing Program Title (xii)

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

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

County Department Information (xi)

8. County Department Contact Information
Name:
Title:
Address:

E-mail:

9. Program Official Contact Information
Name:
Title:
Address:

E-mail:

27. Authorized Treatment of Program Income

28. County Program Officer Signature

Name: _____
Title: _____

Signature/Date _____

29. Remarks

**DATA TO CARE SERVICES IN LOS ANGELES COUNTY
RFP #2023-004
BUDGET INSTRUCTIONS**

OVERVIEW

These Budget Instructions provide proposers direction for completing the following required budget forms:

- Section 1 – Budget Worksheet (Appendix B-1)
- Section 2 – Budget Justification (Appendix B-2)

Each of the proposer's budget forms should only reflect costs associated with its proposed program(s) and must:

- a) Be feasible and cost effective for the proposed quantity and quality of activities pursuant to Exhibit A (Statement of Work) and Exhibit B (Scope of Work) of Appendix A (Sample Contract);
- b) Include staffing patterns that are appropriate for the proposed program services;
- c) Provide operational costs that are consistent with the quantity and type of services proposed;
- d) Include justification that is detailed and has adequate rationale for each line item and expenditure; and
- e) Be submitted utilizing the budget format provided and with the correct calculations.

Proposer is advised that budget forms referenced above are the only budget formats acceptable. Any other formats submitted will not be reviewed and will result in the proposer receiving zero points for this section of the evaluation. Proposer(s) selected for funding will be required to provide a more detailed line-item budget and budget justification using an expanded budget template at the time of contract negotiations.

SECTION 1. BUDGET WORKSHEET (APPENDIX B-1) INSTRUCTIONS

Proposer must submit a budget for a **12-month period** and should reflect all of the significant activities described in the submitted proposal and outlined in Exhibit A (Statement of Work) and Exhibit B (Scope of Work) of Appendix A (Sample Contract). Proposer may use additional sheets as necessary, however the budget must be formatted and provide all the information as required in the template and budget instructions.

Unallowable Costs – All Proposers are advised to review the *United States Public Health Service (US PHS) Grants Policy Statement* and *Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Part 200)*, for a discussion and examples of unallowable costs. Proposed budgets should not include unallowable costs and are only the basis for negotiation. Should a proposer be selected for funding, a final budget will be negotiated within the established federal, State, and local accounting guidelines and principles.

The Division of HIV and STD Programs Financial Services will work with those proposers recommended for a contract to ensure no ineligible items are allocated against the final, approved program budget. The US PHS grants policy statement and Part 200 can be accessed by using the links provided below:

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BUDGET INSTRUCTIONS

- US PHS grants: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
- Part 200: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Administrative Costs – Proposers should not attempt to calculate administrative costs in their requested budget proposal. Proposers recommended for a contract will be given further instructions on administrative cost caps and how to incorporate administrative costs into their budget request prior to contract negotiations. In addition, the sum of all administrative costs in your budget (including subcontractor’s administrative costs), both direct and indirect, may not exceed 10% of the total contract.

A. Full-Time and Part-Time Salaries

Full-Time Salaries: List each employee by position. Staff members and other employees are determined by the fact that agency reports and pays payroll taxes (SUI, FICA, etc.) and pays employees’ income taxes as basic legal requirements. Include the name of the staff person filling each position. Specify "vacant" if staff have not been identified. (Note: The annual salary limit for staff listed on a budget is \$212,200 as of January 2023; this is based on the Executive Level II salary of the Federal Executive Pay Scale). If an employee works 40 hours per week but only 40% of their time is charged to the project and 60% charged to another project within the agency, they should be listed under full-time staff.

- **Full-Time Salaries:** Enter the name and position title for each full-time equivalent that will provide services under the proposed program.
- **Monthly Salary:** Enter the monthly salary based on the full-time equivalent for each position.
- **Number of Months:** Indicate the budgeted number of months for a 12-month period for each position.
- **Percentage (%) of Time:** Enter the total percentage of time that each employee will work for the proposed services. If all of an employee’s time will be spent on the proposed services, enter 100% (100% means 40 hours per week). If less than 40 hours per week will be spent on the proposed services, enter the appropriate percentage of time. If an employee is a part-time staff (working for the agency less than 40 hours a week and only for the proposed services) list them under part-time staff.
- **Total:** The salary amounts being requested will automatically calculate as it applies to the proposed program. (Example: For each full-time position, the monthly salary will be multiplied by the number of months and by the percent of time. This amount will automatically be entered in the Total column.)
- **Sub-total Full-Time Salaries:** The subtotal amounts for Full-Time salaries will automatically calculate in the Total column.

Part-Time Salaries: Part-time staff are individuals who work for the agency on a part-time basis only for the proposed services and are paid on an hourly basis.

- **Part-Time Salaries:** Enter the name and position title for each part-time position that will provide services under the proposed program.

DATA TO CARE SERVICES IN LOS ANGELES COUNTY
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BUDGET INSTRUCTIONS

- Hourly Salary per hour: Enter the hourly rate for each part-time position.
- Percentage (%) of Time: Enter the total percentage of time that each part-time employee will work for the proposed services.
- Number of hours worked annually: Enter the position's annual number of hours for each part-time position.
- Total: The salary amounts being requested will automatically calculate as it applies to the proposed program. (Example: For each part-time position, the hourly rate will be multiplied by the number of hours worked annually and by the percent of time. This amount will automatically be entered in the Total column.)
- Sub-total Part-Time Salaries: The sub-total amounts for Part-Time Salaries will automatically calculate in the Total column.
- Total Salary: The Sub-total Full-Time and Sub-total Part-Time Salaries will automatically calculate in the Total Salary row.

B. Employee Benefits

- Employee Benefits for Full-Time Salaries: Indicate the estimated total employee benefit percentage rate for which the agency is responsible (e.g., FICA, SUI, Worker's Compensation, retirement, etc.). The Subtotal Salaries will automatically be multiplied by the Employee Benefits rate and entered in the Total column.
- Employee Benefits for Part-Time Salaries: Indicate the estimated total employee benefit percentage rate for which the agency is responsible (e.g., FICA, SUI, Worker's Compensation, retirement, etc.). The Subtotal Salaries will be automatically multiplied by the Employee Benefits Rate and entered in the Total column.
- Employee Benefits Totals: The Full-time and Part-time Employee Benefits Rate will automatically calculate and entered in the Amount column.
- Total Salary & Employee Benefits: The Total Salary and Employee Benefits Total will automatically calculate in the Total Salary & Total Employee Benefits row.

C. Operating Expenses

Identify the type of expense (e.g., office or facility rent/lease, office supplies, printing/reproduction, telephone, etc.) and enter the costs that will be necessary for the performance of the contract in the Amount column. The costs for operating expenses should conform to your proposed program objectives. Please note, there will be no reimbursement for mortgage expenses on agency or self-owned property.

D. Mileage and Travel

Identify the mileage from the office to the worksite for each employee, multiply by the **lower** of the agency's current mileage rate or the County's prevailing rate (Los Angeles County mileage reimbursement rate is \$0.615 per mile as of July 1, 2023) and enter the amount in the Amount column.

Identify the travel costs associated with each sponsored training and/or meeting and enter the amount (e.g., registration, hotel, airfare, etc.) in the Amount column.

E. Other Costs

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RFP #2023-004
BUDGET INSTRUCTIONS**

Identify the costs that will be necessary for the performance of the contract and enter the amounts (e.g., clinician time, medication, required testing materials, incentives, condoms, etc.) in Amount column.

F. Total Direct Costs

The total of expense categories A through E will add automatically to the Total.

G. Indirect Costs

Enter the Indirect Cost rate to be charged to the contracted program. The rate will be automatically multiplied against the Total Salary & Employee Benefits costs. **Total Indirect Costs must not exceed 15% of an agency's total Salary and Employee Benefits cost.**

To request funds for an Indirect Cost rate, agency must have one of the following on file: Federally Negotiated Indirect Cost Rate Agreement (NICRA) or an Auditor Certified Indirect Cost Rate (from the past three years). Please note, Proposer(s) recommended for funding will need to provide a copy of the NICRA or an Auditor Certified Indirect Cost Rate (as referenced herein) during contract negotiations.

H. Total Program Budget

The total of expense categories F through G will automatically add to the total Amount.

SECTION 2. BUDGET JUSTIFICATION (APPENDIX B-2) INSTRUCTIONS

Proposer must submit a Budget Justification (Appendix B-2) that is detailed, specific, and explains how **each** of the costs fiscally supports the activities of the proposed program, staffing requirements, organizational requirements, necessary supplies, etc. Also, this is where the proposer should clearly identify any one-time costs. Proposer may use additional sheets as necessary; however, the proposer's Budget Justification must be formatted and provide all the information as required in the template and budget instructions.

A. Full-Time and Part-Time Salaries

List each position by job title and briefly justify each position and duties by relating it to specific program objectives.

B. Employee Benefits

Identify the method to calculate the employee benefits percentage rate. List each employee benefit, its appropriate percentage rate, and the total Employee Benefits rate for full-time and part-time employees. (Example: FICA 7.65%, SUI 3%, Workers' Compensation 1%, Medical/Dental 5%, Retirement 2%, Other 1%, etc. for a total Employee Benefits rate of 19.65%).

C. Operating Expenses

Identify and briefly describe the costs necessary for the performance of the program. The

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BUDGET INSTRUCTIONS

narrative should describe how the costs will relate to the program objectives including: telephone, postage, utilities, office supplies, printing/reproduction, computer connection, rent, etc. The costs must be used specifically for the delivery of the proposed services and should assist your agency in meeting program objectives. Include cost calculations.

D. Mileage and Travel

Mileage pertains to vehicle trips within Los Angeles County. Mileage example: Reimbursement is requested at \$0.615 per mile for mileage incurred by project staff driving to outreach and enrollment sites. The mileage rate cannot exceed the County's mileage reimbursement rate and must be the **lower** of the agency's reimbursement rate or County's.

Travel pertains to pre-approved in-state, excluding travel within Los Angeles County or budgeted out-of-state trips. Briefly describe all travel-related costs. Give the purpose of the trip, destination, and the title(s) of persons who will be taking the trip.

E. Other Costs

Briefly describe and justify any non-routine, occasional or one-time expenses needed for the performance of the program. The narrative should describe how the costs will relate to the program objectives, including any materials or incentives for clients, supplies, condoms, etc. The costs must be used specifically for the delivery of the proposed services and should assist your agency in meeting program objectives. Include cost calculations.

DATA TO CARE SERVICES IN LOS ANGELES COUNTY
RFP #2023-004
BUDGET WORKSHEET

Proposer's Name:				
Budget Term:		12 Months		
A. FULL-TIME AND PART-TIME SALARIES				
Full-time Salaries (Position Title and Name)	Monthly Salary	No. of Months	% of Time	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal Full-time Salaries				\$ -
Part-time Salaries (Position Title and Name)	Hourly Salary	No. of hours worked annually	% of Time	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal Part-time Salaries				\$ -
TOTAL SALARIES:				\$ -
B. EMPLOYEE BENEFITS				
			<u>enter % rate</u>	Amount
Full-time Employees Benefits Rate:				\$ -
Part-time Employees Benefits Rate:				\$ -
Total Employee Benefits:				\$ -
TOTAL SALARIES & EMPLOYEE BENEFITS (A & B):				\$ -

**DATA TO CARE SERVICES IN LOS ANGELES COUNTY
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C. OPERATING EXPENSES		
Expense Type	Short Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
TOTAL OPERATING EXPENSES:		\$ -
D. MILEAGE AND TRAVEL		
Expense Type	Short Description	Amount
Mileage		\$ -
Travel		\$ -
TOTAL MILEAGE & TRAVEL:		\$ -
E. OTHER COSTS		
Expense Type	Short Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
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		\$ -
		\$ -
		\$ -
		\$ -
TOTAL OTHER COSTS:		\$ -
F. TOTAL DIRECT COSTS (A - E)		\$ -
G. INDIRECT COSTS (must not exceed 15% of Total Salaries & Employee Benefits)		
	enter % rate	Amount
Indirect Costs Rate:		
(enter NICRA or independent auditor-supported rate or use 10% as a de minimus rate if necessary)		
TOTAL INDIRECT COSTS:		\$ -
H. TOTAL PROGRAM BUDGET		\$ -

**DATA TO CARE SERVICES IN LOS ANGELES COUNTY
RFP #2023-004
BUDGET JUSTIFICATION**

PROPOSER'S NAME	
SERVICE DELIVERY SITE ADDRESS(ES):	
BUDGET TERM:	12 Months

A.	FULL-TIME AND PART-TIME STAFF	
	Full-time Position Job Title	Job Duties Related to Specific Program Objectives
	Part-time Position Job Title	Job Duties Related to Specific Program Objectives

B.	EMPLOYEE BENEFITS	
	Full-time Employee Benefits	Percentage Rate
	Total Full-Time Employee Benefits Rate	
	Part-time Employee Benefits	Percentage Rate
	Total Part-Time Employee Benefits Rate	

DATA TO CARE SERVICES IN LOS ANGELES COUNTY
RFP #2023-004
BUDGET JUSTIFICATION

C. OPERATING EXPENSES	
Item	Item Justification

D. MILEAGE AND TRAVEL	
Item	Item Justification

E. OTHER COSTS	
Item	Item Justification

**DATA TO CARE SERVICES IN LOS ANGELES COUNTY
RFP #2023-004**

APPENDIX C

REQUIRED FORMS

EXHIBITS

1. Proposer's Submission Checklist
2. Proposer's Organization Questionnaire/Affidavit
3. Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form
4. Proposer's Debarment History and List of Terminated Contracts
5. Proposer's Pending Litigation and Judgments
6. Acceptance of Terms and Conditions Affirmation
7. Certification of Compliance
8. Community Business Enterprise (CBE) Information
9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
– Lower Tier Covered Transactions (45 C.F.R Part 76)
10. Declaration

REQUIRED FORMS – EXHIBIT 1

PROPOSER’S SUBMISSION CHECKLIST

The purpose of this document is to ensure the proposer has submitted all applicable sections, forms, exhibits, attachments, etc. with its proposal. Please check the appropriate box(es).

Additionally, proposer is encouraged to complete the attached optional Vendor Survey Questionnaire, Exhibit 1 - Attachment A.

PROPOSER’S FULL LEGAL ENTITY NAME:

RFP Reference	RFP Requirement	Submitted?
PROPOSAL SUBMISSION		
Section 7.9	Proposer submitted one electronic copy of the entire proposal in searchable Adobe PDF format, with no security provisions?	<input type="checkbox"/> Yes
PROPOSAL FORMAT		
Section 7.6.1	Proposal Title Page	<input type="checkbox"/> Yes
Section 7.6.2	Cover Letter	<input type="checkbox"/> Yes
Section 7.6.3	Table of Contents	<input type="checkbox"/> Yes
Section 7.6.4	Exhibit 1 – Proposer’s Submission Checklist	<input type="checkbox"/> Yes
PROPOSER’S QUALIFICATIONS (SECTION A)		
	Proposer’s Organization Questionnaire/Affidavit (Section A.1)	
Section 7.6.5	<p>Exhibit 2 – Proposer’s Organization Questionnaire/ Affidavit; and required support documents:</p> <p>If Proposer is a Corporation or LLC:</p> <p>a. a copy of a “Certificate of Good Standing” with the state of incorporation/organization;</p> <p>b. a conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State or a statement on status of the request; and</p> <p>c. if applicable, proposer must provide a copy of its “IRS 501(c)(3) Determination Letter”.</p> <p>If Proposer is a Limited Partnership:</p> <p>Conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> N/A

REQUIRED FORMS – EXHIBIT 1
PROPOSER’S SUBMISSION CHECKLIST

PROPOSER’S FULL LEGAL ENTITY NAME:		
Proposer’s Affidavit of Adherence to Minimum Mandatory Qualifications (Section A.2)		
	Exhibit 3 – Proposer’s Affidavit of Adherence to Minimum Mandatory Qualifications Form	<input type="checkbox"/> Yes
Proposer’s Debarment History and List of Terminated Contracts (Section A.3)		
	Exhibit 4 – Proposer’s Debarment History and List of Terminated Contracts	<input type="checkbox"/> Yes
Proposer’s Pending Litigation and Judgments (Section A.4)		
	Exhibit 5 – Proposer’s Pending Litigation and Judgments	<input type="checkbox"/> Yes
TERMS AND CONDITIONS IN THE SAMPLE CONTRACT, AND REQUIREMENTS OF THE STATEMENT OF WORK AND SCOPE OF WORK: ACCEPTANCE OF/OR EXCEPTIONS TO (SECTION B)		
Section 7.6.6	Exhibit 6 – Acceptance of Terms and Conditions Affirmation -OR- Statement of exceptions to terms, conditions, and requirements listed in Appendix A (Sample Contract) and/or its appendices or exhibits.	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> N/A
PROPOSAL REQUIRED FORMS (SECTION C)		
Section 7.6.7	Exhibit 7 – Certification of Compliance	<input type="checkbox"/> Yes
	Exhibit 8 – Community Business Enterprise (CBE) Information	<input type="checkbox"/> Yes
	Exhibit 9 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)	<input type="checkbox"/> Yes
	Exhibit 10 – Declaration	<input type="checkbox"/> Yes
PROPOSER’S BACKGROUND AND EXPERIENCE (SECTION D)		
Section 7.6.8	Proposer’s Background and Experience (Page limit: 3 pages) Completed tables in Appendix F (Services Provided)	<input type="checkbox"/> Yes <input type="checkbox"/> Yes
PROPOSER’S APPROACH TO PROVIDE REQUIRED SERVICES (SECTION E)		
Section 7.6.9	Proposer’s Approach to Provide Required Services (Page limit: 5 pages)	<input type="checkbox"/> Yes

REQUIRED FORMS – EXHIBIT 1
PROPOSER’S SUBMISSION CHECKLIST

PROPOSER’S FULL LEGAL ENTITY NAME:		
PROPOSER’S STAFFING PLAN (SECTION F)		
Section 7.6.10	Proposer’s Staff Retention Plan (Page limit: 3 pages) Organizational Chart (No page limit) Resumes (No page limit)	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes
PROPOSER’S DATA REPORTING PLAN (SECTION G)		
Section 7.6.11	Proposer’s Data Reporting Plan (Page limit: 3 pages)	<input type="checkbox"/> Yes
PROPOSER’S EVALUATION AND CLINICAL QUALITY MANAGEMENT PLAN (SECTION H)		
Section 7.6.12	Proposer’s Evaluation and Clinical Quality Management Plan (Page limit: 3 pages)	<input type="checkbox"/> Yes
PROPOSER’S BUDGET AND BUDGET JUSTIFICATION (SECTION I)		
Section 7.6.13	Budget Worksheet (Appendix B-1) Budget Justification (Appendix B-2)	<input type="checkbox"/> Yes <input type="checkbox"/> Yes

EXHIBIT 1 – ATTACHMENT A

VENDOR SURVEY QUESTIONNAIRE

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR PROPOSALS
PROPOSER'S SUBMISSION CHECKLIST**

Vendor Survey Questionnaire

Optional Survey: Your feedback is greatly appreciated.

Vendor Name (Optional):

How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check all box(es) that apply.

❖ Social Media (e.g., Twitter, Facebook, etc.)	<input type="checkbox"/> Yes
❖ Department of Public Health Workshop	<input type="checkbox"/> Yes
❖ County Vendor Fair	<input type="checkbox"/> Yes
❖ Contracting Opportunity flyer	<input type="checkbox"/> Yes
❖ Email Notification	<input type="checkbox"/> Yes
❖ Website (Department of Public Health Contracts and Grants)	<input type="checkbox"/> Yes
❖ Other Website (<i>Please describe below</i>):	<input type="checkbox"/> Yes
❖ Other (<i>Please describe below</i>):	<input type="checkbox"/> Yes

Thank you!

REQUIRED FORMS – EXHIBIT 2

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER'S FULL LEGAL ENTITY NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<p>Select the options that best define your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____</p> <p>State if Incorporation: _____</p> <p>Year of Incorporation: _____</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____</p> <p>If other: Specify business structure name: _____</p>
2	<p>Is your firm doing business under one or more DBAs?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: _____</p> <p>State of Incorporation or registration of parent firm: _____</p>
4	<p>Has your firm done business as other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): _____</p> <p style="text-align: right;">Year(s) of Name Change</p>

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	

REQUIRED FORMS – EXHIBIT 3

PROPOSER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY QUALIFICATIONS

Proposer must demonstrate its ability to meet **each** of the Proposer’s Minimum Mandatory Qualifications (MMQ) outlined in Section 3 of the RFP **by the date on which proposals are due**. Proposer should document all relative experience and qualifications to demonstrate compliance with the MMQs. Proposer acknowledges and certifies that it meets and will comply with the MMQs stated in Section 3 of the RFP, as listed below. Subcontractor(s) and/or consultant(s) may not be used to meet any of the Proposer’s MMQs.

Check the appropriate boxes: (Proposer must check a box under each Section below. Failure to check any boxes or provide required responsive information may result in disqualification of your proposal as non-responsive).

RFP Section	PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS
Section 3.1	1) <u>Experience:</u> Proposer must have a minimum of three years of experience within the last five years, implementing programs focused on HIV treatment and/or clinical experience for one or more of the following Priority Populations: a. Black and Latinx men who have sex with men living with HIV; b. Persons under age 30 living with HIV; c. Transgender persons living with HIV; d. Persons living with HIV who use methamphetamine and/or inject drugs; e. Cisgender Black and Latinx women living with HIV.
<p><i>Check the appropriate box:</i></p> <p><input type="checkbox"/> Yes. Proposer meets the experience requirement stated above.</p> <p><input type="checkbox"/> No. Proposer does not meet the experience requirement stated above.</p> <p><i>Proposer must document its experience below that clearly demonstrates Proposer’s ability to meet the above-referenced requirement. Provide dates, population(s) served, names of agencies/departments in which Proposer provided the required service that substantiates Proposer meets the above-referenced requirement, etc. (Attach additional sheets as necessary.)</i></p>	
<p>Indicate Years of Experience from _____ to _____ mm/yr mm/yr</p>	
Empty space for documentation	

REQUIRED FORMS – EXHIBIT 3

PROPOSER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY QUALIFICATIONS

RFP Section	PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS
Section 3.1	2) <u>Current Ambulatory Outpatient Medical (AOM) Services Provider:</u> Proposer must have a current contract with DHSP to provide AOM services.
<i>Check the appropriate box:</i> <input type="checkbox"/> Yes. Proposer meets the experience requirement stated above. <input type="checkbox"/> No. Proposer does not meet the experience requirement stated above.	
Indicate DHSP AOM Contract Number: _____	

Section 3.1	3) <u>Service Delivery Site:</u> Proposer must currently have a minimum of one brick-and-mortar operational site located in Los Angeles County where management and implementation of services will be delivered. Proposer’s service delivery site(s) must be accessible Monday through Friday from 8:00 a.m. to 5:00 p.m. to DHSP for contract monitoring and auditing purposes.
<i>Check the appropriate box:</i> <input type="checkbox"/> Yes. Proposer meets the experience requirement stated above. <input type="checkbox"/> No. Proposer does not meet the experience requirement stated above.	
Indicate Service Delivery Site Address(es) Below (add additional lines as necessary):	
Address: _____ Health District: _____ SPA: _____	
Address: _____ Health District: _____ SPA: _____	
Address: _____ Health District: _____ SPA: _____	
Address: _____ Health District: _____ SPA: _____	
Address: _____ Health District: _____ SPA: _____	

REQUIRED FORMS – EXHIBIT 3

PROPOSER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY QUALIFICATIONS

RFP Section	PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS
Section 3.1	<p>4) <u>Unresolved Disallowed Costs:</u></p> <p>If Proposer’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p> <p>County will verify that the Proposer does not have unresolved disallowed costs.</p>
<p><i>Check the appropriate box:</i></p> <p><input type="checkbox"/> Proposer does not have any unresolved disallowed costs as explained above.</p> <p><input type="checkbox"/> Proposer has unresolved disallowed costs as explained above.</p>	

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at Public Health Director’s sole judgment, which shall be final.

REQUIRED FORMS – EXHIBIT 4

PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity			
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.			

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

REQUIRED FORMS – EXHIBIT 6

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

Proposer _____ hereby affirms that it
(Proposer’s Legal Entity Name)

understands and agrees that a submission of a proposal response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") No. 2023-004 for Data to Care Services in Los Angeles County, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP, including the Sample Contract.

Signature of Authorized Representative of Proposing Entity:	Date:
Print Name:	Title:

Check here if the proposer has exceptions to the County’s terms, conditions, and requirements and attach the information below:

For each exception, the proposer must provide:

- An explanation of the reason(s) for the exception;
- The proposed alternative language; and
- A description of the impact, if any, to the proposer’s price.

Indicate all exceptions to the Sample Contract and/or its appendices or exhibits by providing a ‘red-lined’ Word version of the language in question. The County relies on this procedure and any proposer who fails to make timely exceptions as required herein, may be barred, at the County’s sole discretion, from later making such exceptions.

The County reserves the right to determine whether proposer’s exceptions are material enough to deem the proposal non-responsive, and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

REQUIRED FORMS – EXHIBIT 7

CERTIFICATION OF COMPLIANCE

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

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	Board Policy 5.065	Check the Certification below that is applicable to your company. <input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed. OR <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption:

**REQUIRED FORMS – EXHIBIT 8
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

Instructions:

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
Native Americans			%	%	
Subcontinent Asian			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

REQUIRED FORMS – EXHIBIT 9

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

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Sample Contract attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

REQUIRED FORMS – EXHIBIT 9

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

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

REQUIRED FORMS – EXHIBIT 10
DECLARATION

Proposer _____ hereby declares under penalty of
(Proposer's Full Legal Entity Name)

perjury under the laws of the State of California that the information submitted in Exhibits 1-9 is true and correct.

Print Name of Authorized Representative of Proposer:	Title:
Signature:	Date:

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

(Name) *(Title)*

For County use only	
Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix E is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

APPENDIX F
SERVICES PROVIDED

SERVICES PROVIDED IN YEAR 2021

Priority Populations (RFP, Paragraph 1.3)	Number of clients from Priority Population served (Note: clients may fall into more than one Priority Population)	Linkage Services		Retention Services		Re-engagement in Care		Viral Suppression	
		Number of clients from Priority Population served that received Linkage Services	Percent of clients from Priority Population served that received Linkage Services (DO NOT POPULATE; FORMULA INCLUDED)	Number of clients from Priority Population served that were retained in care	Percent of clients from Priority Population served that were retained in care (DO NOT POPULATE; FORMULA INCLUDED)	Number of clients from Priority Population served that were re-engaged in care	Percent of clients from Priority Population served that were re-engaged in care (DO NOT POPULATE; FORMULA INCLUDED)	Number of clients from Priority Population served that maintained viral suppression	Percent of clients from Priority Population served that maintained viral suppression (DO NOT POPULATE; FORMULA INCLUDED)
1) Black and Latinx men who have sex with men living with HIV			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
2) Persons under age 30 living with HIV			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
3) Transgender persons living with HIV			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
4) Persons living with HIV who inject drugs and/or use methamphetamine			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
5) Cisgender Black and Latinx women living with HIV			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
TOTAL NUMBER OF ALL CLIENTS LIVING WITH HIV SERVED IN 2021*:		*includes all clients that include Priority Populations and other persons living with HIV							

SERVICES PROVIDED IN YEAR 2022

Priority Populations (RFP, Paragraph 1.3)	Number of clients from Priority Population served (Note: clients may fall into more than one Priority Population)	Linkage Services		Retention Services		Re-engagement in Care		Viral Suppression	
		Number of clients from Priority Population served that received Linkage Services	Percent of clients from Priority Population served that received Linkage Services (DO NOT POPULATE; FORMULA INCLUDED)	Number of clients from Priority Population served that were retained in care	Percent of clients from Priority Population served that were retained in care (DO NOT POPULATE; FORMULA INCLUDED)	Number of clients from Priority Population served that were re-engaged in care	Percent of clients from Priority Population served that were re-engaged in care (DO NOT POPULATE; FORMULA INCLUDED)	Number of clients from Priority Population served that maintained viral suppression	Percent of clients from Priority Population served that maintained viral suppression (DO NOT POPULATE; FORMULA INCLUDED)
1) Black and Latinx men who have sex with men living with HIV			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
2) Persons under age 30 living with HIV			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
3) Transgender persons living with HIV			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
4) Persons living with HIV who inject drugs and/or use methamphetamine			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
5) Cisgender Black and Latinx women living with HIV			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
TOTAL NUMBER OF ALL CLIENTS LIVING WITH HIV SERVED IN 2022*:		*includes all clients that include Priority Populations and other persons living with HIV							