



DEPARTMENT OF PUBLIC HEALTH

**REQUEST FOR PROPOSALS (RFP)
FOR
COMPREHENSIVE HIV AND STD
PREVENTION SERVICES
IN LOS ANGELES COUNTY**

RFP NO. 2024-014

**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 Required Forms:** Forms that must be completed and included in the proposal.
- C Solicitation Requirements Review Request:** Transmittal form sent to Department requesting a Solicitation Requirements Review.
- D 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.
- E Epidemiology of the Syndemics in Los Angeles County:** An information sheet showing epidemiological data for HIV and Sexually Transmitted Diseases.

1.0 SOLICITATION INFORMATION

RFP Release Date	December 3, 2024
RFP Contact	Brenda Gonzalez Camacho, Contract Analyst Email: bgonzalezcamacho@ph.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	December 11, 2024 by 3:00 PM PST
Deadline to Register for Mandatory Virtual Proposers' Conference	December 11, 2024 by 3:00 PM PST
Written Questions Due	December 11, 2024 by 3:00 PM PST
Mandatory Virtual Proposers' Conference	December 17, 2024 at 9:00 AM PST
Questions and Answers Released via Addendum	December 31, 2024
Proposals Due	January 6, 2025 by 5:00 PM PST
Anticipated Contract Term	The Contract term will be effective July 1, 2025 and will continue through June 30, 2029, with an option to extend for up to three additional one-year periods.

2.0 INTRODUCTION

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 contracts with organizations to provide Comprehensive HIV and STD Prevention Services (Prevention Services).

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, to support a network of services that monitor HIV and STD morbidity and mortality, increase access to prevention and treatment for those in need, and eliminate health disparities and inequities related to HIV/STDs.

Mission

DHSP's mission is to prevent and control the spread of HIV and STDs through epidemiological surveillance; implement evidence-based programs; coordinate prevention, care, and treatment services; and create policies that promote health.

Vision

DHSP's vision is to eliminate new HIV and STD infections and improve health outcomes of persons with STD and HIV infections through access to high quality prevention, care, and treatment services.

2.1 Purpose and Background:

Purpose

DHSP is seeking to identify qualified contractors to provide integrated HIV and STD testing, treatment, biomedical Prevention Services, and prevention programming for persons at risk for HIV/STD infection in Los Angeles County (LAC). These programs reflect DHSP's vision and renewed commitment to adopt a High-Impact Prevention Program (HIPP) service model that aims to address the HIV and STD syndemics, create a more equitable health system, incorporate an integrated and comprehensive provider model that better serves LAC, and accelerate progress towards reducing the annual number of new HIV and STD infections. The goal is to decrease the impact of HIV and STDs in LAC and more effectively address health disparities and inequities among sub-populations disproportionately impacted by these infections.

Background

More than 43 years ago, on June 5, 1981, the US Centers for Disease Control and Prevention (CDC) published a Morbidity and Mortality Weekly Report that described a rare lung infection among a cluster of gay men in LAC which would later be known as the first cases of Acquired Immune Deficiency Syndrome (AIDS), a disease caused by the

Human Immunodeficiency Virus (HIV). HIV and STDs represent significant public health challenges locally, with profound implications for individual health and community well-being. Despite advancements in medical science, technology, and public health interventions, these diseases continue to affect tens of thousands of people in LAC annually, highlighting the ongoing need for innovative and effective prevention strategies.

In LAC, most people living with HIV effectively manage their infection (as measured by undetectable levels of HIV in their bloodstream or viral suppression) with the use of highly active anti-retroviral therapy (ART). Through the combined use of ART and access to a menu of services that include physical, mental, and oral health; legal; housing; food and nutrition; medical care coordination; transportation; and healthcare navigation services, people with HIV are living longer, healthier lives. However, for people with undiagnosed HIV infection or who have been diagnosed but are unable to manage their HIV disease, the benefits of scientific progress and public health action cannot be realized until they get diagnosed, connected to care, and treated in a timely manner.

In 2021, 1,518 persons were newly diagnosed with HIV and approximately 1,400 (95% confidence interval (CI): 900 - 1,900) incident cases of HIV were reported. At the end of 2021, an estimated 59,300 (95% CI: 57,500-61,200) persons aged 13 years and older were living with HIV in LAC; of those, 6,800 (95% CI: 4,900 – 8,600) were unaware of their infection. Among persons newly diagnosed with HIV, 53% were linked to care within seven days¹ and 76% were linked within one month of diagnosis.¹ Only 61% of persons living with diagnosed HIV (PLWDH) were virally suppressed at year end.²

In the same period, 91,013 cases of STDs were reported (not including cases from Long Beach and Pasadena).³ Chlamydia accounted for 58% of the reported cases, 31% gonorrhea, and 10% syphilis. A total of 124 cases of congenital syphilis were also reported reflecting a significant surge in incidence.¹ HIV and syphilis are intrinsically linked. Among men who have sex with men (MSM) diagnosed with early syphilis in LAC in 2021, 52% were coinfecting with HIV before or within 30 days of their syphilis diagnosis.

LAC is experiencing the highest ever annual prevalence of persons living with HIV, reported cases of syphilis and congenital syphilis, and high rates of gonorrhea and chlamydia. This trend is perpetuated by concurrent epidemics such as methamphetamine, opioid, homelessness, mental health disorders, substance use, and other emerging comorbidities. The HIV and STD syndemic is characterized by persistent high rates of new infections among certain populations, including MSM, communities of

¹ 2022 Annual HIV Surveillance Report October 2023 Los Angeles County Department of Public Health, DHSP

² 2021 Annual HIV Surveillance Report June 29, 2022 Los Angeles County Department of Public Health, Division of HIV and STD Programs

³ 2021 STD Snapshot LAC Only Final April 3, 2023 Los Angeles County Department of Public Health, Division of HIV and STD Programs

http://www.lapublichealth.org/dhsp/Reports/STD/2021_STD_Snapshot_LAC_Only_04.03.23_Final.pdf

color, transgender persons, and communities in geographic areas impacted by multiple social determinants of health. The complexity of HIV and STD prevention necessitates a multifaceted approach that addresses both behavioral and systemic factors. Innovative and culturally tailored prevention strategies are essential to reaching underserved populations and overcoming existing barriers to care. This includes integrating technology into prevention efforts, enhancing clinical and community-based programs, and improving access to and uptake of preventive services.

As a designated Ending the HIV Epidemic (EHE) jurisdiction, LAC carries a substantial share of the burden of the epidemic. LAC aims to realize national 2025 and 2030 targets of increasing HIV diagnoses, linkage to care, and viral suppression among those living with HIV. To achieve these goals, it is necessary to scale up HIPP and integrate HIV and STD Prevention Services and evidence-based interventions that address the shared social determinants and barriers to accessing preventative health services for disproportionately impacted populations.

Table 1 below lists the key metrics that are being tracked to measure progress towards targets in the EHE initiative and progress to date in LAC.

Table 1: Tracking achievements in local targets for the HIV response and national targets for the EHE initiative, 2021-2022¹			
	EHE 2025 targets	EHE 2030 targets	LAC results
Estimated number of new infections ^[1]	380	150	1,400 [900-1,900] (2021)
Number of new HIV diagnoses ^[2]	450	180	1,518 (2021)
Estimated percentage of persons with knowledge of HIV-positive status ^[1]	95%	95%	89% [86%-91%] (2021)
Percentage of PLWDH linked to HIV care within one month of diagnosis ^[2]	95%	95%	76% (2021)
Percentage of PLWDH with viral suppression ^[2]	95%	95%	61% (2022)
Percentage of HIV-negative persons with indications for PrEP having been prescribed PrEP ^[3]	50%	50%	59% (2021)

[1] Using the CD4-based model developed by the Centers for Disease Control and Prevention, modified for use by Los Angeles County.
[2] Using Los Angeles County HIV surveillance data in the CDC Enhanced HIV/AIDS Reporting system (eHARS). Viral suppression: numerator includes PLWDH whose last VL test in 2022 was suppressed (HIV-1 RNA < 200 copies/mL); denominator includes PLWDH diagnosed through 2021 and living in LAC at year-end 2022 based on most recent residence.
[3] Using Los Angeles County data from the HIV case and laboratory surveillance systems, National HIV Behavioral Surveillance system, STD clinic data, online Apps survey, COE program data, and AHEAD dashboard.

While DHSP has made some progress reducing the number of new HIV infections from 2,200 in 2012 to 1,400 in 2021 and improving the percentage of Angelenos aware of their HIV infection from 85% to 89%, this moment of optimism is tempered by still uneven progress. A renewed commitment to decrease the number of new infections ‘for once, and for all’ is critical.

For more information regarding the spread of HIV in LAC, see Appendix E of this RFP, [Epidemiology of the Syndemics in Los Angeles County](#).

2.2 Comprehensive HIV and STD Prevention Services (Prevention Services)

Prevention Services funded through this solicitation may complement a contractor’s existing HIV and STD Prevention Services. Categories for this RFP are listed below:

- Category 1: Clinic-Based Prevention Services - Comprehensive HIV and STD testing, screening, and treatment in clinic based settings
- Category 2: Non-Clinic-Based Services - Comprehensive HIV and STD testing, screening, and linkage to treatment in non-clinic-based settings
- Category 3: High Impact Prevention Programs (HIPP)

NOTE: PROPOSERS ARE PERMITTED TO APPLY TO EITHER CATEGORY 1 OR CATEGORY 2, BUT NOT BOTH. TO BE ELIGIBLE TO APPLY FOR CATEGORY 3, PROPOSERS MUST APPLY AND QUALIFY FOR EITHER CATEGORY 1 OR CATEGORY 2.

Category 1: Clinic-Based Prevention Services

Selected contractor(s) will provide:

- HIV testing, as well as linkage to medical care for those diagnosed with HIV;
- STD testing, as well as screening and treatment for those diagnosed with one or more STD(s);
- Prevention navigation services, including providing linkage to resources and care, for individuals at high risk of STDs and HIV infection;

- Biomedical services, including access to pre-exposure prophylaxis (PrEP), post-exposure prophylaxis (PEP), and Doxycycline Post-Exposure Prophylaxis (DoxyPEP);
- Patient-delivered partner therapy (PDPT); and
- Benefits screening

Services must be provided in licensed medical clinics or affiliated satellite locations convenient to the targeted population(s). Services must target individuals at high risk for HIV infection in LAC, with an emphasis on:

- MSM;
- Transgender persons;
- Cisgender women of color;
- African American persons of all ages;
- Latinx persons of all ages;
- American Indian/Alaskan Native persons of all ages;
- Youth and young adults (under 30 years of age);
- Persons who use/inject drugs (PWUID); and
- Persons aged 50 and older.

Category 2 - Non-Clinic-Based Prevention Services

Selected contractor(s) will provide:

- HIV testing, as well as linkage to medical care for those diagnosed with HIV;
- STD testing, screening, and linkage to treatment for individuals diagnosed with one or more STDs;
- Biomedical prevention navigation services for individuals at high risk of STD and/or HIV infection, including access to PrEP, PEP, and DoxyPEP; and
- Benefits screening

Services must be provided in non-clinic-based settings (with drop-in service) convenient to the targeted population(s) served. Services must target individuals at high risk for HIV infection in LAC, with an emphasis on:

- MSM;
- Transgender persons;
- Cisgender women of color;
- African American persons of all ages;
- Latinx persons of all ages;
- American Indian/Alaskan Native persons of all ages;
- Youth and young adults (under 30 years of age);

- PWUID; and
- Persons aged 50 and older.

High Impact Prevention Programs (HIPP)

High Impact Prevention Programs (HIPP) are intended to supplement Clinic-Based Prevention Services and Non-Clinic-Based Prevention Services. Contractor can select up to two of the following prevention supportive services to enhance prevention activities conducted as a part of Clinic-Based or Non-Clinic-Based Services:

1. **Social connectedness:** Facilitate social gatherings or events that promote interpersonal communication and encourage relationship building.
2. **Job skills development/job training:** Conduct job skills development and training sessions to equip individuals with essential skills for the workforce.
3. **Financial literacy:** Educate individuals on financial literacy to help them understand and manage their finances effectively.
4. **Educational/English as a Second Language classes:** Teach educational classes, including English as a Second Language, to enhance language proficiency and learning opportunities.
5. **Contingency management:** Implement contingency management strategies to motivate positive behavior changes.
6. **Emergency Housing/hotel vouchers:** Distribute emergency housing and/or hotel vouchers to provide immediate shelter for individuals in crisis situations.

Services must be provided in a location (with drop-in service) that is convenient to the targeted population(s). Services must target individuals at high risk for STD and/or HIV infection in LAC, with an emphasis on the following target populations:

- African American and Latinx MSM with emphasis on young MSM (YMSM);
- Transgender persons with emphasis on transgender women;
- Cis-gender women experiencing homelessness, who use/inject drugs or have experienced intimate partner violence;
- PWUID with emphasis on opioids and/or stimulants; and
- Youth and young adults (under 30 years of age).

2.3 Trauma Informed Approach

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

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

Given the substantial individual and collective trauma experienced by those at risk of acquiring HIV, it is particularly crucial for the selected contractor(s) to formally integrate TIA frameworks in the provision of services. Doing so significantly contributes to enhancing the overall health and well-being of PLWH.

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

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

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

2.4 Program and Technical Requirements

2.4.1 Location of Services

To ensure that services are available and accessible to individuals at high-risk for HIV infection in LAC, DHSP is prioritizing services provided in Health Districts (HD) with high HIV/STD morbidity. Proposers must indicate in the Proposal in which HD and Service Planning Area (SPA) within the County the Proposer's services will be provided. Proposers may visit

<http://publichealth.lacounty.gov/dhsp/HealthDistricts.htm> to determine HD location and <http://gis.lacounty.gov/districtlocator/> to determine SPA location.

Below are the areas DHSP has identified as having high HIV/STD morbidity:

Tier 1 - HDs experiencing high HIV and/or syphilis morbidity:

1. Hollywood/Wilshire (HD 34)
2. Central (HD 9)
3. Southeast (HD 72)
4. South (HD 69)
5. Southwest (HD 75)

Tier 2 - HDs experiencing high HIV and/or syphilis morbidity:

1. Northeast (HD 47)
2. Inglewood (HD 37)
3. East Valley (HD 19)

2.5 Availability of Funding

The total estimated funding available for Prevention Services under this RFP is approximately \$30 million annually which will be distributed across LAC.

The County expects to distribute funds available for Prevention Services in the following manner:

- \$15 million annually for Clinic-Based Prevention Services
- \$5 million annually for Non-Clinic-Based Prevention Services
- \$10 million annually for HIPP

Funding for services under this RFP includes, but is not limited to:

- CDC High Impact Prevention Services for Health Departments grant;
- STD Prevention and Control for Health Departments; and
- State STD grants.

The County reserves the right to determine the number of awards and funding allocations based on service category and geographical areas of need. The amount of funding available to support these services is subject to the availability of funds from local, State, federal, and/or other resources as applicable. In all cases, the County reserves the right to make an award when it is determined to be in the best interests of the County of Los Angeles to do so.

3.0 PURPOSE

3.1 Statement of Work

Selected contractors must implement the requirements outlined in Appendix A (Sample Contract), Exhibit A (Statement of Work [SOW]).

3.2 Contract: Terms and Conditions

Selected contractors must implement the requirements outlined in Appendix A (Sample Contract) of this RFP.

3.2.1 Anticipated Contract Term

The Contract term will be effective July 1, 2025 and will continue through June 30, 2029, 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 up to three additional one-year periods, for a maximum Contract term of seven 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 (Board), subject to contractor performance and availability of funds.

3.2.2 Days of Operation

Clinic-Based Prevention Services, Non-Clinic Based Services, and/or HIPP services will be required during the days and hours listed in Section 7.0 of

Exhibit A (Statement of Work) of Appendix A (Sample Contract). Contractors are not required to provide services on [County-recognized holidays](#).

3.2.3 Indemnification and Insurance

Selected contractors are required to comply with the provisions contained in Paragraph 6.6 (Indemnification) of Appendix A (Sample Contract) and must procure, maintain, and provide proof to the County of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 6.7 (General Provisions for all Insurance Coverage) and Paragraph 6.8 (Insurance Coverage Requirements) and 6.8.6 (Cyber Liability Insurance) of Appendix A (Sample Contract).

NOTE: CYBER LIABILITY INSURANCE IS A NEW REQUIREMENT FOR ALL PREVENTION SERVICES CONTRACTS.

4.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers applying for Category 1: Clinic-Based Prevention Services or Category 2: Non-Clinic-Based Prevention Services, and Category 3: HIPP must meet each of the Minimum Mandatory Requirements (MMR) on the day the proposals are due.

Subcontractor(s) and/or consultant(s) may not be used to meet any of the MMRs.

Proposers must complete Exhibit 6, Minimum Mandatory Requirements, of Appendix B, (Required Forms), to develop and submit a response to the qualifications below:

4.1 MMRs for all Categories:

1. Unresolved Disallowed Costs

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 \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of 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.

The County will verify whether Proposers have unresolved disallowed costs.

4.2 Additional MMRs for Category 1: Clinic-Based Prevention Services:

1. Experience

Proposers must have diagnosed no less than 40 new HIV positive individuals over the last three years. Proposer must provide a signed attestation confirming compliance with this requirement. DHSP will independently verify compliance through a surveillance report.

2. Eligibility to Bill Third-party Payers

Proposers must be eligible and able to bill third-party payer sources (including public or private health plans, such as those provided through Covered California, Medicare, etc.). Proposers must submit a completed Exhibit 6A, Eligibility to Bill Third-party Payers and supporting documents as evidence of the eligibility and ability to bill third-party payers, including, but not limited to copies of designation letters from contracts with various health plans, and/or Individual Practice Associations or Individual Practice Agreements indicating which health plans providers are participating in.

3. Medi-Cal Certification

Proposers must be Medi-Cal certified and submit evidence of current and valid Medi-Cal certification.

4. Licensed Medical Clinic

Proposers must be a licensed medical clinic(s) located in LAC approved by Public Health's Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health. Proposers must submit a copy of current and valid licenses per medical clinic site(s) proposed.

5. Certified PrEP Assistance Program

Option 1:

Proposers must be a certified State of California Office of AIDS PrEP Assistance Program (PrEP-AP) provider and enrollment site.

Acceptable proof of certification includes one of the following:

- a. **Current Certification:** A copy of the certification document or letter from the California Office of AIDS indicating that the Proposer is a certified PrEP-AP provider.
- b. **Proof of Enrollment Site Status:** Documentation showing that the site is recognized as a PrEP enrollment site, such as correspondence or official designation from the California Office of AIDS.

Option 2:

Must have applied to be certified for State of California Office of AIDS PrEP Assistance Program (PrEP-AP) provider and enrollment site and provide the following:

- i. Any confirmation or acknowledgment of application received from the California Office of AIDS; and
- ii. A timeline or plan detailing the steps to achieve certification, including any communication with the California Office of AIDS related to the application process.

6. Certified Clinical Laboratory Improvement Act (CLIA) Provider:

Proposers must submit a Quality Assurance (QA) Plan and a California issued certificate indicating clinic site(s) is/are CLIA certified.

7. Licensed Medical Provider

Proposers must have on staff a minimum of one individual with an active and unrestricted medical license issued by the Medical Board of California to provide medical oversight, patient care, and prescriptions for patients.

4.3 Additional MMRs for Category 2: Non-Clinic-Based Prevention Services

1. Experience

Proposers must have a minimum of three years of experience, within the last five years, providing HIV services to populations at high risk for acquiring and transmitting HIV and/or STDs.

2. Service Delivery Site

Proposers must have a brick-and-mortar location that is considered a community site to perform Non-Clinic-Based Prevention Services under this

category (as opposed to a medical clinic, STD clinic, etc.) that meets the following criteria:

1. Located within LAC;
2. Compliant with the Americans with Disabilities Act (ADA); and
3. Includes a private testing room.

3. Eligibility to Bill Third-party Payer

Proposers must be eligible and able to bill third-party payer sources (including public or private health plans, such as those provided through Covered California, Medicare, etc.). Proposers must submit a completed Exhibit 6A, Eligibility to Bill Third-party Payers and supporting documents as evidence of the eligibility and ability to bill third-party payers, including, but not limited to copies of designation letters from contracts with various health plans, and/or Individual Practice Associations or Individual Practice Agreements indicating which health plans providers are participating in.

4.4 Additional MMRs for Category 3: HIPP Services

1. Applied for Category 1: Clinic-Based Prevention Services or Category 2: Non-Clinic-Based Prevention Services

Proposers seeking to provide HIPP services must have applied for either Category 1 or Category 2 to be eligible to apply for Category 3 – HIPP.

2. Experience

Proposers must have a minimum of three years of experience, within the last five years, providing social support services to individuals in LAC at highest risk for acquiring and/or transmitting HIV and STDs with an emphasis on one or more of the following target populations:

- a. African American and Latinx MSM with emphasis on YMSM;
- b. Transgender persons with emphasis on transgender women;
- c. Cis-gender women experiencing homelessness, who use/inject drugs or have experienced intimate partner violence;
- d. Persons who use/inject drugs, particularly opioids and/or stimulants; or
- e. Youth and young adults (under 30 years of age).

As evidence of experience, Proposers must provide the dates, a description of each social support service, number of unduplicated individuals served, and the target population served by each social service to demonstrate compliance with this requirement.

5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

5.1 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 resultant contract.

5.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board 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(s) 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.

5.3 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 is not liable for any costs incurred by any Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

5.4 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 each person or organization which County records indicate has received this RFP. 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.

5.5 Background and Security Investigations

Background and security investigations of 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).

6.0 NOTIFICATION TO PROPOSERS

6.1 Public Records Act

6.1.1 Responses to this solicitation become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposal(s) will become a matter of public record when 1) contract negotiations are complete; 2) the Department receives a letter from the authorized officers of the recommended Proposer(s) that negotiated contracts are the firm offers of the recommended Proposer(s); and 3) the Department releases a copy of the recommended proposal(s) 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 the Department's recommendations appear 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".

6.1.2 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. Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.

6.1.3 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", Proposers agree to defend and indemnify the 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.

6.2 Contact with County Personnel

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

Brenda Gonzalez Camacho, Contract Analyst
County of Los Angeles Department of Public Health
Contracts and Grants Division
Email: bgonzalezcamacho@ph.lacounty.gov

With a copy to Jose Cueva, Supervising Contract Analyst
Email: jcueva@ph.lacounty.gov

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

6.3 Mandatory Requirement to Register on County's WebVen

Prior to 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/>

6.4 Protest Policy Review Process

6.4.1 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 6.4.3 (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 a department to demonstrate that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

6.4.2 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.

6.4.3 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:

6.4.3.1 Solicitation Requirements Review (referenced in Paragraph 10.1)

6.4.3.2 Disqualification Review (referenced in Paragraph 10.2)

6.4.3.3 Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)

6.4.3.4 County Independent Review (referenced in Paragraph 10.4)

6.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a contractor under this RFP, or any competing contract, nor any spouse or economic dependent of such employees, 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 Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

6.6 Determination of Contractor Responsibility

6.6.1 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.

6.6.2 Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether a Proposer is responsible based on a review of the Proposer's performance on any contract, 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 will not be the basis of a determination that the Proposer is not responsible.

- 6.6.3** The County may declare a Proposer to be non-responsible for purposes of this RFP if the Board, 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.
- 6.6.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department 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 the Department's recommendation.
- 6.6.5** If the Proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
- 6.6.6** These terms will also apply to proposed subcontractors of Proposers on County contracts.

6.7 Contractor Debarment

- 6.7.1** Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar a contractor 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 contractor's existing contracts with County, if the Board finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made

or submitted a false claim against the County or any other public entity. These terms also apply to proposed subcontractors of Proposers on County contracts.

6.7.2 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/>.

6.8 Improper Consideration

6.8.1 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. A Proposer may 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 a contract.

6.8.2 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 <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

6.8.3 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 other tangible gifts.

6.9 County Lobbyist Ordinance

The County 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 is the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each Proposer submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles 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.

6.10 Consideration of GAIN/START Participants for Employment

6.10.1 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 Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or attest to a willingness to consider GAIN/START 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/START participants access to the Proposers' employee mentoring programs, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

6.10.2 Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must complete and submit Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

6.11 Jury Service Program

6.11.1 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 6.24 (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.

6.11.2 Proposers must certify compliance with County’s Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). 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 2 (Certification of Compliance) of Appendix B (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 Proposal, the County will determine, in its sole discretion, whether the Proposer falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

6.12 Pending Acquisitions/Mergers of 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 acquisition/merger as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger. This information must be provided by Proposers in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (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 responses in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation process.

6.13 Charitable Contributions Compliance

6.13.1 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. Proposers should carefully read Appendix D (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 two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

6.13.2 All 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 2 (Certification of Compliance) in Appendix B (Required Forms). A completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any agreement with the County.

6.13.3 Proposers that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) 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. ([County Code Chapter 2.202.](#))

6.14 Defaulted Property Tax Reduction Program

6.14.1 The prospective contracts are 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 6.74 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 6.75 (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.

6.14.2 Proposers must 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 certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (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](#)).

6.14.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

6.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

6.15.1 On October 4, 2016, the County 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.

6.15.2 Proposers are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 6.25 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors must comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

6.16.1 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).

6.16.2 Upon contract award or at the request of the A-C and/or the contracting department, selected contractors 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.

6.16.3 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.

6.16.4 Upon contract award or at any time during the agreement/ contract, a contractor 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.

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

6.17.1 On May 29, 2018, the County 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](#).

6.17.2 Proposers must complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with Government Code [Section 12952](#). Further, selected contractors must comply with the requirements under Government Code [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

6.18 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. ([Los Angeles County Code, Chapter 2.202.](#))

6.19 Community Business Enterprise (CBE) 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 CBEs, 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 5 (Community Business Enterprise (CBE) Information form) in Appendix B (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 resultant contract. Proposers must make documents related to these efforts available to the County upon request.

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

To obtain a list of the County’s certified CBEs, e-mail a 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.

6.20 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding 12 months by the party or their agent. State regulations require this disclosure to be made at the time an application or response to solicitation is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of this solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by Proposers or any subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by Proposers or any subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County’s sole discretion. Further, all Proposers and their subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for 12 months after the date a final decision is made in contract proceedings involving this solicitation.

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

6.21.1 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. At the time of each Proposer’s response to this RFP, Proposers must submit a certification, as set forth in Exhibit 11 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (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 in response to this RFP identify prospective subcontractors, or should a Proposer intend to use subcontractors in the provision of services under any resultant contract, Proposers 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.

6.21.2 Failure to provide the required certification may eliminate Proposals from consideration.

6.21.3 In the event that a Proposer and/or its subcontractor(s) is or are unable to provide the required certification, Proposers instead must provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. A 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 being solicited by this RFP.

6.21.4 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.

6.22 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.

7.0 COUNTY'S PREFERENCE PROGRAMS

7.1 Overview of County's Preference Programs

7.1.1 The County has three preference programs: Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying the selection process and expanding opportunities for these businesses to compete for County opportunities.

7.1.2 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>.

7.1.3 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 7.5 BELOW.

7.2 Preference Program Enterprises - Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent

with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

8.0 PROPOSAL REQUIREMENTS AND EVALUATION

This section contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

8.1 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 Public Health's sole judgment, which will be final. All proposals are firm and final offers and may not be withdrawn for a period of 180 days following the final proposal submission date.

8.2 Proposers' Questions

8.2.1 Proposers may submit written questions regarding this RFP by e-mail to: Brenda Gonzalez Camacho, Contract Analyst at bgonzalezcamacho@ph.lacounty.gov with a copy to Jose Cueva, Supervising Contract Analyst at jcueva@ph.lacounty.gov. All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information) and without identifying the submitting company, all questions will be compiled with the appropriate answers and issued as an addendum to this RFP.

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

8.3 Mandatory Virtual Proposers' Conference

A Mandatory Virtual Proposers' Conference will be held to present a general overview of this RFP as it pertains to Prevention Services and provide an opportunity for County staff and Proposers to discuss common issues that may arise during the preparation and submission of proposals. County staff will respond to questions from potential Proposers.

Proposers must register for the Proposers' Conference by the deadline listed in Paragraph 1.0 (Solicitation Information). Space is limited; therefore, Proposers may only register up to two representatives per agency to attend the Proposers'

Conference. Substitutions can be made up to the day prior to the Proposers' Conference.

Proposers registering for the Proposers' Conference should do so via email to the County representative identified in Paragraph 6.2, Contact with County Personnel. Email registrations must include the following:

- Subject Line: Proposers' Conference Registration
- Proposer (Agency) Name
- Name and title of each agency representative
- Email address of each agency representative
- Phone Number for each agency representative
- Any questions regarding preparation and submission of proposal

The Virtual Proposers' Conference is scheduled as follows:

Date: December 17, 2024

Time: 9:00 A.M. PT

Location: Virtual. Internet Link to Virtual Proposers' Conference will be provided after agency registers with Public Health.

Proposers are advised to have a copy of the complete RFP package available during the Virtual Proposers' Conference.

8.4 Preparation of the Proposal

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

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. 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. Proposals 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 8.5 (Proposal Format) below. Any pages beyond the allotted page limits will not be read or scored.

4. Proposals must be clearly labeled with RFP title: **“COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH REQUEST FOR PROPOSALS FOR COMPREHENSIVE HIV and STD PREVENTION SERVICES (RFP #2024-014) CATEGORY 1, CLINIC-BASED PREVENTION SERVICES, SPA____, and HD ____ or CATEGORY 2, NON-CLINIC-BASED PREVENTION SERVICES, SPA____, and HD ____ and CATEGORY 3, HIGH IMPACT PREVENTION PROGRAMS”** as applicable, 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.

Proposal Format:

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

1. Title Page
2. Cover Letter
3. Table of Contents
4. Proposer’s Qualifications (Section A)
 - a. Proposer’s Adherence to Minimum Mandatory Requirements (Section A.1)
 - b. Proposer’s List of References (Section A.2)
 - c. Proposer’s Debarment History and List of Terminated Contracts (Section A.3)
 - d. Proposer’s Pending Litigation and Judgments (Section A.4)
 - e. Proposer’s Financial Capability (Section A.5)
5. Proposal Required Forms and Corporate Documents (Section B)
6. Proposer’s Background and Experience and Appendix E (Section C)
7. Proposer’s Approach to Provide Required Services (Section D)
8. Proposer’s Staffing Plan (Section E)

8.4.1 Title Page

Proposers must create a title page to preface the submitted proposal. The title page must include the Proposer’s legal name and title of the RFP (COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH REQUEST FOR PROPOSALS FOR COMPREHENSIVE HIV and STD PREVENTION SERVICES the RFP number (RFP #2024-014), **CATEGORY 1, CLINIC-BASED PREVENTION SERVICES, SPA____, and HD ____ or CATEGORY 2, NON-CLINIC-BASED PREVENTION**

SERVICES, SPA _____, and HD _____ and CATEGORY 3, HIGH IMPACT PREVENTION PROGRAMS, SPA _____, and HD _____ (as applicable).

8.4.2 Cover Letter

The Cover Letter must include the following:

1. A statement that the proposal submitted is in response to the Comprehensive HIV and STD Prevention Services in Los Angeles County RFP #2024-014;
2. A statement indicating whether the Proposer intends to utilize subcontractor(s)/consultant(s) to perform any of the services, and if so, identification of each proposed subcontractor(s)/consultant(s) by name and service(s) to be subcontracted to the subcontractor(s)/consultant(s);
3. The name, telephone number, and email address of the Proposer's representative/contact person for the proposal submission; and
4. The signature of the organization's Executive Director, Chief Executive Officer, or other authorized designee.

Proposers should 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.

8.4.3 Table of Contents

The Table of Contents should list all material/information included in the proposal and include a clear definition of the material/information, identified by sequential page numbers and by paragraph reference numbers.

8.4.4 Proposer's Qualifications (Section A) (50 possible points)

Proposers will be evaluated on experience and capacity to perform the required services based on information provided in this section.

8.4.4.1 Proposer's Adherence to Minimum Mandatory Requirements (Section A.1)

Proposers must submit a completed Exhibit 6, Minimum Mandatory Requirements form in Appendix B (Required Forms). The form and its applicable attachments must clearly demonstrate that the Proposer meets the minimum mandatory requirements pursuant to Section 4.0 of this RFP, Proposer's Minimum Mandatory Requirements.

8.4.4.2 Proposer's List of References (Section A.2)

Proposers will be evaluated on the verification of references provided in Appendix B (Required Forms), Exhibit 8 (List of References). In addition to the references provided, the County will review the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category.

Proposers must provide five references where the same or similar scope of services sought by this RFP were provided. Proposers submitting as joint ventures must provide references that validate experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects.

It is each Proposer's sole responsibility to ensure that information provided for each reference is accurate. The County may disqualify a Proposal as non-responsive and/or non-responsible if:

- 1) references fail to substantiate Proposer's description of the services provided; or
- 2) references fail to support that the Proposer has a continuing pattern of providing capable, productive, and skilled personnel; or
- 3) Public Health is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact they were listed as a reference and could be contacted during normal working hours.

References may be contacted by email with an electronic survey. It is the Proposer's responsibility to ensure that accurate contact

information is included in the Proposal. Public Health will ordinarily make three attempts to contact references and will ordinarily not contact the Proposer to correct bad emails, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Health's requested for information.

NOTE: DHSP or DHSP staff can only be listed once, if used a reference on Exhibit 8.

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

The County will conduct a review of each Proposer's terminated contracts and debarment history. Proposers must include contracts terminated within the past three years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts).

8.4.4.4 Proposer's Financial Capability (Section A.4)

The County will conduct a review of each Proposer's financial capability.

Proposers must provide copies of their annual financial statements issued for the last three years. Financial statements should reflect the financial strength and capability of the company in the provision of the required services throughout the term of any resultant contract, as well as evidence of the company's capability to absorb all costs related to the provision of services for a minimum of 60 Days during any resultant contract.

The following accounts must be included in the financial statements:

Balance Sheet Accounts

1. Current Assets
 - Cash
 - Short Term Investments*
 - Accounts Receivable *
2. Current Liabilities
3. Total Assets
4. Total Liabilities

5. Owner's/Shareholder's Equity

Income Statement Accounts

1. Total Operating Expenses (before taxes)
 - Bad Debts *
 - Depreciation*
 - Amortization*
2. Total Expenses
3. Gross Income
4. Net Income

*** May be excluded if they do not apply to the company's operations**

Depending on the nature of the entity (i.e., for-profit, non-profit, governmental, etc.), the title of financial statements may differ. For example, for a non-profit entity the Balance Sheet is often referred to as the Statement of Financial Position.

If audited statements or Single Audit Reports are otherwise required, these should be submitted to meet this requirement.

Do not submit Income Tax Returns to meet this requirement.

Financial statements will be kept confidential if so stamped on each page.

8.4.4.5 Proposer's Pending Litigation and Judgments (Section A.5)

The County will conduct a review of each Proposer's pending litigation and judgments. Proposers must identify by name, case number, and court jurisdiction any pending litigation in which a Proposer is involved, or judgments against a Proposer in the past five years. Additionally, Proposers must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer **or** a statement verifying Proposer has no pending litigation or judgments.

The County will conduct a review to determine the magnitude of any pending litigation or judgments against each Proposer.

8.4.5 Proposal Required Forms and Corporate Documents (Section B)

- 8.4.5.1** Proposals must include all completed, signed, and dated forms identified in Appendix B (Required Forms).

Exhibit i	Proposer’s Submission Checklist
Exhibit 1	Organization Questionnaire/Affidavit
Exhibit 2	Certification of Compliance
Exhibit 3	Intentionally Omitted
Exhibit 4	Debarment History and List of Terminated Contracts
Exhibit 5	Community Business Enterprise (CBE) Information
Exhibit 6	Minimum Mandatory Requirements
Exhibit 6A	Eligibility to Bill Third-party Payers
Exhibit 7	List of Public Entities
Exhibit 8	List of References
Exhibit 9	Contribution and Agent Declaration Form
Exhibit 10	Intentionally Omitted
Exhibit 11	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
Exhibit 12	Prevention Services Proposer Capacity
Exhibit 13	Declaration

8.4.5.2 Corporate Documents

- 1) If a Corporation or Limited Liability Company (LLC), Proposers must submit the following documentation with the proposal:
 - A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
 - 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.
 - If applicable, Proposers must provide a copy of its “IRS 501(c)(3) Determination Letter” stating that Proposer’s organization qualifies for tax-exempt status under Section 501(c)(3) status of the Internal Revenue Code.
- 2) If a Limited Partnership, Proposers 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.

8.4.6 PROPOSER’S PROGRAM INFORMATION (1,000 possible points for each service category)

Proposers will be evaluated on their ability to demonstrate experience and capacity to perform the required services based on information provided

in this section. Proposers' responses must conform to the page limit specifications as indicated. In addition, Proposers must copy each of the RFP questions listed in the section below and provide a response.

If a Proposer is applying for Category 3 in addition to either Category 1 or Category 2, each service category will be evaluated separately. Proposers will receive a separate score for each service category, totaling 1,000 possible points for each service category in this section. Refer to Paragraph 9.4, Stage 3: Final Review and Selection, for additional details on scoring.

The following sections must be included:

**8.4.6.1 Proposer's Background and Experience (Section C)
(100 possible points)**

Proposers will be evaluated on their experience and capacity to perform the required services based on information provided in this paragraph.

1. Page Limit: Three Pages (not including the required Appendix B, Exhibit 12, Prevention Services Proposer Capacity)

Proposers must provide a summary of relevant background, experience, performance, and number of years providing Comprehensive HIV and STD Prevention Services. Proposers must also provide numerical data by completing Appendix B- Prevention Services Proposer Capacity form. Proposers may use up to three additional sheets, if necessary.

**8.4.6.2 Proposer's Approach to Providing Required Services (Section D)
(850 possible points for each service category)**

If a Proposer is applying for Category 3 in additional to Category 1 or Category 2, the Proposer must provide a **separate "Section D" for each service category being proposed**. Proposers must answer the question(s) relevant to the category(ies) for which the Proposer is responding to. Question 1 is for Category 1: Clinic-Based Prevention Services. Question 2 is for Category 2: Non-Clinic-Based Prevention Services. Question 3 is for Category 3: HIPP services.

Proposers must provide a narrative explaining their approach to required services for each respective category being applied for in this RFP:

1. Proposer's Approach to Category 1: Clinic-Based Prevention Services (Page Limit: 10 Pages)

Provide a narrative describing how Prevention Services will be performed to meet the requirements outlined in Exhibit A (SOW) and Attachment I of Appendix A (Sample Contract).

- i. Proposer's narrative must address the following:
 - a. List LAC SPA(s) and HD(s) where Proposer intends to provide Prevention Services (reference Section 2.4.1 Location of Services).
 1. How will services be tailored to the unique needs of each identified area?
 - b. Number of clients Proposer intends to serve per clinic location. Proposer's narrative must describe:
 1. Each clinic's testing capacity.
 2. Any discrepancies between this capacity and the clinic's most recent 12 month testing performance.
 3. How does the current testing capacity compare to community needs?
 4. How would Proposer scale up testing capacity if needed?
 - c. How will Proposer recruit individuals at highest risk for acquiring and/or transmitting HIV and STDs in LAC for testing and/or screening?
 1. What specific strategies will be employed to engage each high-risk target population (e.g., MSM, people who use drugs)?
 2. How will the effectiveness of these recruitment strategies be measured and adjusted?
 - d. How will Proposer identify and recruit individuals who have never utilized Prevention Services?

1. What outreach methods will be used to reach individuals who have not previously engaged in Prevention Services?
 2. How will Proposer address barriers to accessing Prevention Services, including stigma, unawareness of services, financial and geographic challenges, fragmented healthcare, fear of diagnosis, language barriers, immigration status, and psychosocial factors?
 3. How will Proposer track the effectiveness of recruitment efforts and ensure retention in the Prevention Services program?
 4. What procedures will be in place to follow up with clients who may be at risk of falling out of care?
- e. What follow-up procedures has Proposer established for clients who test positive HIV and/or STDs?
1. What strategies will be employed to ensure linkage to care for newly diagnosed HIV patients?
 2. How will Proposer increase uptake and adherence to biomedical prevention methods (e.g., PrEP)?
- f. What role will telehealth play in enhancing the accessibility and effectiveness of Proposer's counseling and prevention navigation efforts?
1. How will telehealth services be integrated into the overall prevention and testing strategy?
 2. How will telehealth capabilities be expanded to support Prevention Services?
- g. How will DHSP funding be utilized to enhance existing HIV and STD Prevention Services, and what specific improvements or expansions can be expected?

1. How will funding from DHSP supplement existing revenue sources that already support HIV, STD Prevention Services?
 2. What specific aspects of service delivery will be enhanced or expanded with DHSP funding?
- h. How will Proposer implement the following activities with existing funding or with funding from DHSP:
1. HIV testing and linkage to treatment;
 2. STD (including syphilis, chlamydia, gonorrhea, trichomoniasis) screening, diagnosis, and treatment;
 3. PrEP (oral and long-acting injectable), PEP, and DoxyPEP navigation;
 4. PDPT;
 5. Benefits screening and
 6. Access to vaccines related to sexual health, including, but not limited to: Mpox, Hepatitis A, Hepatitis B, Meningitis, and Human Papilloma Virus (HPV).

2. Proposer’s Approach to Category 2: Non-Clinic-Based Prevention Services (Page Limit: 10 Pages)

Provide a detailed narrative describing how Prevention Services will be performed to meet the requirements outlined in Exhibit A (SOW) and Attachment II of Appendix A (Sample Contract).

- i. Proposer’s summary must address the following:
- a. List LAC SPA(s) and HD(s) where Proposer intends to provide Prevention Services (reference Section 2.4.1 Location of Services).
 1. How will services be tailored to the unique needs of each identified area?
 - b. Number of clients Proposer intends to serve per service location. Proposer’s narrative must describe:
 1. Each location's testing capacity.

2. Any discrepancies between this capacity and the location's most recent 12 month testing performance.
 3. How does the current testing capacity compare to community needs?
 4. How will Proposer scale up testing capacity if needed?
- c. How will Proposer recruit individuals at highest risk for acquiring and/or transmitting HIV and STDs in LAC?
1. What specific strategies will be employed to engage each high-risk population (e.g., MSM, people who use drugs)?
 2. How will the effectiveness of these recruitment strategies be measured and adjusted?
- d. How will Proposer identify and recruit individuals who have never utilized Prevention Services?
1. What outreach methods will be used to reach individuals who have not previously engaged in Prevention Services?
 2. How will Proposer address barriers to accessing Prevention Services, including stigma, unawareness of services, financial and geographic challenges, fragmented healthcare, fear of diagnosis, language barriers, immigration status, and psychosocial factors?
 3. How will Proposer track the effectiveness of recruitment efforts and ensure retention in the Prevention Services program?
 4. What procedures will be in place to follow up with clients who may be at risk of missing appointments or not completing necessary testing follow-up?
- e. What follow-up procedures has Proposer established for clients who test positive HIV and/or STDs?

1. What strategies will be employed to ensure linkage to care for newly diagnosed HIV patients?
 2. How will Proposer increase uptake and adherence to biomedical prevention methods (e.g., PrEP)?
- f. How will DHSP funding be utilized to enhance existing HIV and STD Prevention Services, and what specific improvements or expansions can be expected?
1. How will funding from DHSP supplement existing revenue sources that already support HIV and STD Prevention Services?
 2. What specific aspects of service delivery will be enhanced or expanded with DHSP funding?
- g. How will Proposer implement the following activities with existing funding or with funding from DHSP:
1. HIV testing, counseling and linkage to treatment;
 2. STD (including syphilis, chlamydia, gonorrhea) screening and linkage to treatment ;
 3. Outreach to communities at risk for HIV and STDs;
 4. PrEP (oral and long-acting injectable), PEP, and DoxyPEP navigation; and
 5. Benefits screening.

**3. Proposer’s Approach to Category 3: HIPP Services
(Page Limit: 10 Pages)**

Provide a detailed narrative describing how Proposer’s HIPP Services program has been designed to enhance HIV/STD testing and related services within the organization in order to meet the requirements outlined in Exhibit A (SOW) and Attachment III of Appendix A (Sample Contract).

- i. Proposer’s summary must address the following:

- a.** List LAC SPA(s) and HD(s) where Proposer intends to provide HIPP Services (reference Section 2.4.1 Location of Services).
 - 1.** How will services be tailored to the unique needs of each identified area?
- b.** Number of clients Proposer intends to serve per service location.
 - 1.** What are the projected client demographics (age, gender, risk factors) for each service location?
 - 2.** How will Proposer adjust service delivery based on variations in client needs across different locations?
- c.** How will Proposer's HIPP services be tailored to meet the needs of individuals at the highest risk for acquiring and/or transmitting HIV and STDs? Proposer's approach should specifically address one or more of the target populations:
 - 1.** African American and Latinx MSM, with a specific emphasis on YMSM
 - 2.** Transgender individuals, with a particular focus on transgender women
 - 3.** Cisgender women experiencing homelessness, who use or inject drugs, or who have experienced intimate partner violence;
 - 4.** Persons who use or inject drugs, particularly opioids and/or stimulants; and
 - 5.** Youth and young adults (under 30 years of age).
- d.** How will Proposer address barriers to accessing Prevention Services, including stigma, unawareness of services, financial and geographic challenges, fragmented healthcare, fear of diagnosis, language barriers, immigration status, and psychosocial factors?
 - 1.** How will Proposer implement solutions to overcome identified barriers?
- e.** How will Proposer's HIPP Services complement testing programs and address the various sociocultural,

environmental, and economic challenges faced by individuals at high risk of STDs and HIV infection in LAC? Proposer should describe the HIPP interventions Proposer plans to provide. Proposer can select up to two of the following prevention supportive services to supplement and enhance prevention activities conducted as a part of Category 1 (Clinic-Based Prevention Services) or Category 2 (Non-Clinic-Based Prevention Services):

1. Social connectedness
2. Navigation services/case management
3. Text based support
4. Mental health services
5. Job skills development/job training
6. Financial literacy
7. Educational/English as a Second Language classes
8. Contingency management
9. Emergency housing/hotel vouchers

f. How will Proposer's HIPP Services foster linkage to PrEP, PEP, and DoxyPEP services as well as general medical care, housing, mental health, substance use, an/or legal services, in addition to similar social services?

1. How will HIPP Services be integrated into overall care and prevention efforts?
2. What specific resources will be provided to clients to support linkage to comprehensive care?

g. How will Proposer ensure that target populations remain engaged and in care over time?

h. What mechanisms will be used to engage the target populations in the development and continuous improvement of Proposer's HIPP Services?

1. How will feedback from clients be solicited and incorporated into service delivery improvements?
2. What role will community advisory boards or similar groups play in shaping and refining services?

- i. What methods will be used to evaluate the effectiveness of Proposer's HIPP Services?
 - 1. What criteria will be used to assess the impact of these supportive services?

- j. What is Proposer's approach to implementing Community Advisory Boards (CAB), including how the following key areas will be addressed (reference Section 3.2 of Attachment III of Appendix A, Sample Contract).
 - 1. How will Proposer provide administrative and technical support to CAB members during and between meetings?
 - 2. What specific strategies will Proposer employ to recruit and maintain a diverse CAB membership that meets the specified criteria (including co-chairs, residency, and community representation)?
 - 3. How will Proposer ensure that a majority of CAB members reflect the community Proposer's program intends to serve? What criteria will guide Proposer's selection process?
 - 4. Describe Proposer's approach to scheduling and promoting CAB meetings. What methods will be used to ensure high attendance and engagement from community members?
 - 5. What systems will Proposer implement to maintain thorough documentation of CAB activities, including membership, meeting dates, minutes, and bylaws?
 - 6. How will Proposer ensure timely dissemination of CAB minutes and other documents to all relevant stakeholders within seven business days after meetings?
 - 7. Which specific client input mechanisms (e.g., satisfaction surveys, focus groups) will Proposer implement through the CAB, and how will Proposer utilize the results to inform services?

8. What ongoing strategies will Proposer use to collaborate with the CAB to continually inform and improve interventions? How will Proposer ensure that CAB feedback is integrated into program planning and implementation?

8.4.6.3 Proposer's Staffing Plan (Section E) (50 possible points for each Category)

Proposers are required to have a sufficient number of staff to effectively provide the required services. Proposers must submit a separate staffing plan for **each** service category (Clinic-Based Prevention Services or Non-Clinic Based Prevention Services, and HIPP, as applicable) for which a Proposer is responding and label each staffing plan for the applicable service category. Proposers' responses must include the following as part of the Staffing Plan:

1. **Organizational Chart**

Proposers must provide an organizational chart, per service delivery site, detailing the positions to be funded for each service category. Proposers must clearly identify 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 at multiple service delivery sites. See listing of required positions outlined in Exhibit A (SOW) of Appendix A (Sample Contract), Attachments I, II and III.

8.5 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.

Once the deadline for the submission of proposals has passed, all proposals are firm and final offers and may not be withdrawn for a period of 180 Days following the final proposal submission date.

8.6 Proposal Submission

- 8.6.1 Proposers must submit one electronic copy of the entire proposal in searchable Adobe Acrobat or Portable Document Format (PDF), with no

security provisions, via email to the persons and email addresses identified in Paragraph 6.2 (Contact with County Personnel). The subject line of the email should indicate: "Proposal Submission for Comprehensive HIV and STD Prevention Services in Los Angeles County, RFP #2024-014".

8.6.2 It is the sole responsibility of each Proposer to ensure that its proposal is received by the submission deadline as specified in Paragraph 1.0 of this RFP (Solicitation Information). Proposers bear all risk associated with delays in delivery due to technical difficulties for electronic submission by any person or entity.

8.6.3 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.

9.0 SELECTION PROCESS OVERVIEW

9.1 Selection Process

The County reserves the sole right to judge the contents of proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposals. The selection process will begin with receipt of the proposal on the date and time outlined in Paragraph 1.0 of this RFP (Solicitation Information).

Evaluation of proposals will be made by an Evaluation Committee consisting of subject matter experts selected by Public Health. The Evaluation Committee will evaluate the proposals and use the evaluation approach described in this RFP to select prospective contractors. All proposals will be evaluated based on the criteria listed herein. 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 Requirements (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 contracts for submission to the Board 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 to award a contract to any prospective contractor.

The County retains the right to select a proposal other than the proposal(s) receiving the highest number of points if the 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.

9.2 Stage 1: Adherence to Minimum Mandatory Requirements (Pass/Fail)

The County will review Exhibit 6 (Minimum Mandatory Requirements) of Appendix B (Required Forms) (Section A.1) to determine whether each Proposer meets all of the Minimum Mandatory Requirements as outlined in Paragraph 4 of this RFP (Minimum Mandatory Requirements).

This stage of the evaluation is scored on a “Pass” or “Fail” basis. Proposers must “Pass” each of the Minimum Mandatory Requirements outlined in Paragraph 4 of this RFP (Minimum Mandatory Requirements). Proposals that are assigned a score of “Fail” in Stage 1: Adherence to Minimum Mandatory Requirements 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 9.3 below.

9.3 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 **1,050** points. Proposals that pass Stage 1 will be evaluated as follows:

9.3.1 Proposer’s Qualifications (50 possible points)

1. Contractor Alert Reporting Database

Pursuant to Section 6.22 of this RFP, 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. Up to 100% of points possible for references can be deducted for Proposers with active or resolved issues noted in CARD within the past five years.

2. Proposer's References (Section A.2)

Proposers will be evaluated based on the verification of references provided on Exhibit 8 of Appendix B (Required Forms).

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

A review of each 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 B (Required Forms). This review may result in a disqualification and/or deduction of points.

4. Proposer's Financial Capability (Section A.4)

Subject matter experts will evaluate and make a recommendation based on the financial strength and capability of each Proposer in the provision of required services throughout the term of any resultant contract, as well as evidence of each Proposer's capability to absorb all costs related to the provision of services for a minimum of 60 Days during any resultant contract.

Financial statements that do not demonstrate financial strength or meet the 60-day requirement may result in a deduction of 30 points out of the 50 total possible points in the Proposer's Qualifications evaluation category.

5. Proposer's Pending Litigation and Judgments (Section A.5)

The Evaluation Committee will conduct a review to determine the significance of any litigation or judgments pending against Proposers as provided in each Proposer's statement. This review may result in a disqualification and/or deduction of points.

6. Proposal Required Forms and Corporate Documents (Section B)

The Evaluation Committee will conduct a review of each Proposer's organization and required supporting documents based on the information provided in Exhibit 1 (Organization Questionnaire/Affidavit)

of Appendix B (Required Forms). This review may result in a disqualification and/or deduction of points.

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

9.3.2 Proposer’s Program Information (Total Possible Points = 1,000 Points Per Category)

1. Proposer’s Background and Experience (Section C) (100 Points)

Each Proposer’s background and experience providing Prevention Services will be evaluated based on the information provided in Section C (Proposer’s Background and Experience) and Appendix B, Exhibit 12 (Prevention Services Proposer Capacity) of the proposal.

2. Proposer’s Methodology and Approach to Provide Required Services (Section D) (850 Points for each category)

Each Proposer’s approach to providing the required services will be evaluated based on the information provided in Section D (Proposer’s Approach to Provide Required Services) of the proposal.

3. Proposer’s Staffing Plan (Section E) (50 Points for each category)

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

9.4 Stage 3: Final Review and Selection

9.4.1 Each proposal’s final score will be calculated for each service category based on the composite score from Stage 2.

9.4.2 Proposals will be evaluated by service category and ranked from highest to lowest score. Funding allocations will be based on service category, geographic area needs, and the availability of funding. At the County’s sole discretion, any proposal other than the highest-ranking proposal 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 geographical area needs, and/or is in the best interests of the County.

9.4.3 Recommended Funding Allocations Review

A Recommended Funding Allocations Review will 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.

The County's goal is to make funding recommendations that will provide services in the most efficient and successful manner, based on requirements of this RFP, including targeting specific area(s) to serve those most at risk. For high priority areas, please refer to Section 2.4.1 Location of Services.

Once funding recommendations have been determined, the County will notify the Proposers' Executive Directors, Chief Executive Officers (CEO), or designated Board Members of its funding recommendation and any other pertinent information. Proposers that do 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. The final award of funding, pursuant to this RFP, will be made by and at the sole discretion of the County's Board.

10.0 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

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

- 10.1.1** The request is made within the time frame identified in the solicitation document;
- 10.1.2** The request includes documentation (e.g., letterhead, business card, etc.) which identifies the underlying authority of the person or entity to submit a proposal;
- 10.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 10.1.4** The request asserts either that:
 - 10.1.4.1** application of the MMRs, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or

10.1.4.2 due to unclear instructions, the process may result in the County not receiving the best possible responses from Proposers.

The SRR 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.

The County's decision on the SRR will be final. All requests for SRR must be submitted by email to the persons identified in Paragraph 6.2 (Contact with County Personnel) by the deadline indicated in Paragraph 1.0 (Solicitation Information).

10.2 Disqualification Review

A proposal may be disqualified from consideration because Public Health determined 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, the Department 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:

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

10.2.2 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 may also be disqualified pursuant to Paragraph 6.6 (Determination of Proposer Responsibility).

10.3 Department's Proposed Contractor Selection Review

10.3.1 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 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

10.3.2 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 as 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:

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

10.3.2.2 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

10.3.2.3 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 representative will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and before the date the contract award recommendation is to be heard by the Board. The written decision will instruct the Proposer of the manner and timeframe for requesting a County Independent Review (see Paragraph 10.4 (County Independent Review) below).

10.4 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 Public Health's written decision regarding the Proposed Contractor Selection Review. A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

10.4.1 The request for a County Independent Review is submitted timely (i.e., by the date and time specified by Public Health); and

10.4.2 The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 10.3.2 (Proposed Contractor Selection Review) above.

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

APPENDIX A

Contract No. PH-_____



SAMPLE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**COMPREHENSIVE HIV AND STD PREVENTION SERVICES
IN LOS ANGELES COUNTY**

**DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE HIV AND STD PREVENTION SERVICES CONTRACT**

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STANDARD EXHIBITS

- Exhibit A: Statement of Work
- Exhibit B: Budget(s)
- Exhibit C: Contractor Acknowledgement and Confidentiality Agreement
- Exhibit D: Safely Surrendered Baby Law
- Exhibit E: Charitable Contributions Certification
- Exhibit F: County's Administration
- Exhibit G: Contractor's Administration
- Exhibit H: Information Security and Privacy Requirements
- Exhibit I: People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit J: Guidelines for Staff Tuberculosis Screening
- Exhibit K: Notice of Federal Subaward Information

SAMPLE

**DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE HIV AND STD PREVENTION SERVICES CONTRACT**

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

by and between THE COUNTY OF LOS ANGELES
(hereafter "County")

and [Click to enter Legal Name of Contractor](#)
(hereafter "Contractor").

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

WHEREAS, on [date of Board Letter](#), the Board delegated authority to the County's Director of the Department of Public Health ("Public Health"), or duly authorized designee (hereafter jointly referred to as "Director"), to execute contracts for HIV and STD Prevention Services to preserve and protect the public's health; and

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

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

WHEREAS, County's DHSP is responsible for Ryan White Program ("RWP") programs and services; and

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

WHEREAS, County has been awarded grant funds from the Centers for Disease Control and Prevention (CDC) High Impact HIV Prevention and Surveillance funds (CDC HIHPS), CDC Strengthening STD Prevention and Control for Health Departments (CDC PCHD), Assistance Listing Number 24-ST110, Tobacco Settlement Funds (TSF), California Department of Public Health (CDPH) STI Prevention and Collaboration (STI-PC) Agreement Number 24-ST110, Future of Public Health (FoPH) funds, and net County cost, of which a portion has been allocated to this Contract; and

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide Comprehensive HIV and STD Prevention Services for compensation, as set forth herein; and

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

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

1. APPLICABLE DOCUMENTS:

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

- Exhibit A: Statement of Work
- Exhibit B: Budget(s)
- Exhibit C: Contractor Acknowledgement and Confidentiality Agreement
- Exhibit D: Safely Surrendered Baby Law
- Exhibit E: Charitable Contributions Certification
- Exhibit F: County's Administration
- Exhibit G: Contractor's Administration
- Exhibit H: Information Security and Privacy Requirements
- Exhibit I: People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit J: Guidelines for Staff Tuberculosis Screening
- Exhibit K: Notice of Federal Subaward Information

2. DEFINITIONS:

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

- 2.1 Amendment: Any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract.
- 2.2 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles, acting as governing body.
- 2.3 Contract: This agreement executed between the County and Contractor setting forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (Exhibit A).
- 2.4 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by this Contract.
- 2.5 Contractor's Project Manager: The person designated by Contractor to administer the operations under this Contract.
- 2.6 County's Project Director: Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 County's Project Manager: Person designated by the County's Project Director to manage the operations under this Contract.
- 2.8 County's Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract, and responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.9 County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found here:
<https://lacounty.gov/government/about-la-county/about/>.
- 2.10 Day(s): Calendar day(s) unless otherwise specified.
- 2.11 Department: The County of Los Angeles Department of Public Health, which is entering into this Contract on behalf of the County.
- 2.12 Director: Director of the Department of Public Health, or designee.
- 2.13 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.

- 2.14 Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.
- 2.15 Subcontract: An agreement by Contractor to employ a subcontractor to provide services to fulfill requirements of this Contract.
- 2.16 Subcontractor: Any individual, person(s), sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3. DESCRIPTION OF SERVICES:

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

4. TERM OF CONTRACT:

This Contract is effective July 1, 2025 and will continue in full force and effect through June 30, 2029, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County will have the sole option to extend this Contract term up to three additional one-year periods, for a maximum total Contract term of seven years. Each such extension option may be exercised at the sole discretion of the Director through written amendment executed by the Director and Contractor prior to the end of the Contract term.

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

5. MAXIMUM OBLIGATION OF COUNTY:

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

5.1.1 For the period of July 1, 2025 through June 30, 2026,
_____ (\$ _____), as set forth in Exhibit B, Schedule 1.

5.1.2 For the period of July 1, 2026 through June 30, 2027,
_____ (\$ _____), as set forth in Exhibit B, Schedule 2.

5.1.3 For the period of July 1, 2027 through June 30, 2028,
_____ (\$ _____), as set forth in Exhibit B, Schedule 3.

5.1.4 For the period of July 1, 2028 through June 30, 2029,
_____ (\$ _____), as set forth in Exhibit B, Schedule 4.

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

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

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor will have no claim against County for payment of any money or compensation, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract does not constitute a waiver of County's right to recover such

payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. STANDARD PROVISIONS:

6.1 INVOICES AND PAYMENT:

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

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

The primary objective of the annual cost report is to provide the County with actual expenditure data for the final Contract period that will serve as the basis for determining final amounts due to/from Contractor.

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

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

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

6.1.8 Withholding Payment:

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

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

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

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

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

6.2 FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

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

6.3 ALTERATION OF TERMS/AMENDMENTS:

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

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

6.3.3 In instances where the Board has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to 10% above or below each annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable budget period, and make changes to the Statement of Work or Scope of Work, as necessary, an amendment will be prepared by Director and executed by Contractor and Director, as authorized by the Board, and will be incorporated into and become part of this Contract.

6.3.4 Notwithstanding Paragraph 6.3.1, in instances where the Board has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit B, Schedules 1, 2, and 3, and corresponding modifications to the Statement of Work, that are within the same scope of services, as necessary, allow for changes to hours of operation, and/or changes to service locations, a written Change Notice must be signed by the Director and Contractor, as authorized by the Board, and will be incorporated into and become part of this Contract.

6.4 CONFIDENTIALITY:

6.4.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, no later than 24 hours after discovery, notify the County's Project Manager.

6.4.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting, or professional fees arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor does not have the right to enter into any

settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

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

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

(THIS VERSION IS FOR CONTRACTORS THAT ARE UNIONIZED)

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

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

6.6 INDEMNIFICATION:

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

6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

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

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

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

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match Contractor's name identified as the contracting party in this Contract. Certificates must provide the full name of each insurer

providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

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

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

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

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

County, Contractor must pay full compensation for all costs incurred by County.

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

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

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

6.8 INSURANCE COVERAGE REQUIREMENTS:

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

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

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

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

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

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

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

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

6.9 PUBLICITY:

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, must have written approval from the Director prior to publication, printing, duplication, and/or implementation under this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made

possible by the County of Los Angeles, Department of Public Health, and other applicable funding sources.

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

6.10 RECORD RETENTION AND AUDITS:

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

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

[AC Contract Accounting and Administration Handbook – June 2021 \(lacounty.gov\)](http://lacounty.gov)

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

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

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.
- (2) General Ledger.

- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing services claimed under this Contract. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Contract budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

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

County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile (fax), electronic mail (e-mail), or file transfer protocol, upon Director's request. Director's request will include appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such fax and e-mail records when requested by Director for review as described hereinabove.

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

6.10.4 Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).

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

If the audit report(s) is/are not delivered by Contractor to County within the specified time, Director may withhold all payments to

Contractor under all service agreements between County and Contractor until such report(s) is/are delivered to County.

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

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

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

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

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

6.10.8 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this Paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated compensation of stated actual net costs" means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.
- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 Days of termination of this Contract, such audit finds that the units of service, allowable costs of services, and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may

be paid to Contractor, not to exceed the County maximum contract obligation.

- (4) In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor's actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be paid for its actual allowable and documented costs.

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

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

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

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

6.12 CONFLICT OF TERMS:

To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and/or any documents incorporated herein by reference, the language found within this Contract will govern and prevail.

6.13 CONTRACTOR'S OFFICES:

Contractor's office is located at _____.
Contractor's business telephone number is (____) _____, fax number is (____) _____, and e-mail address is _____.
Contractor must notify County in writing of any changes made to its business address, business telephone number, fax number, and/or e-mail address as listed herein, or any other business address, business telephone number, fax number, and/or e-mail address used in the provision of services herein, at least 10 business days prior to the effective date(s) thereof.

6.14 NOTICES:

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits F (County's Administration) and G (Contractor's Administration). Addresses may be changed by either party by giving 10 business days' prior written notice thereof to the other party. The Director has the authority to issue all notices or demands required or permitted by the County under this Contract.

6.15 ADMINISTRATION OF CONTRACT:

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

6.15.2 Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor and/or subcontractor must remove and replace personnel performing services under the Contract within 30 Days of the written request of the County. Contractor and/or subcontractor must send County written confirmation of the removal of the personnel in question.

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

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

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

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

6.16 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:

6.16.1 Contractor must notify the County of any pending acquisition/merger of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisition/merger, then it should notify the County of the actual acquisition/merger as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger.

6.16.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part,

without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or other transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent requires a written amendment to this Contract which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

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

6.17 AUTHORIZATION WARRANTY:

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

6.18 BUDGET REDUCTION:

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

6.19 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

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

6.20 COMPLAINTS:

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

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

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

6.20.3 Clients and/or their authorized representatives must receive a copy of the procedure.

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

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

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

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

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

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

6.21 COMPLIANCE WITH APPLICABLE LAW:

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

6.21.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor does not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

6.22 COMPLIANCE WITH CIVIL RIGHTS LAW:

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

Additionally, Contractor certifies to the County:

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

6.23 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

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

6.23.2 Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to the County's satisfaction either that it is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that it qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- (2) For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry

standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor is also subject to the provisions of this Subparagraph. The provisions of this Subparagraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

- (3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (4) Contractor's violation of this Subparagraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

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

6.24.2 If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or

member of Contractor's staff be removed immediately from performing services under this Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

6.25 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

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

6.26 COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:

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

6.27 CONFLICT OF INTEREST:

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

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

6.28 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

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

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

6.29 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

6.29.2 Chapter 2.202 of the County Code: Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning Contractor's performance on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on

County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

- 6.29.3 Non-Responsible Contractor: The County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 6.29.4 Contractor Hearing Board: If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 6.29.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 6.29.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 6.29.7 If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the

debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

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

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

6.30 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 D (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

Information and posters for printing are available at:
<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

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

6.32 COUNTY'S QUALITY ASSURANCE PLAN:

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

6.33 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor will ensure that the locations where services are provided under this Contract are operated at all times in accordance with the County's community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations

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

6.34 RULES AND REGULATIONS:

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

6.35 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

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

6.36 EMPLOYMENT ELIGIBILITY VERIFICATION:

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

6.36.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any

federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

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

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

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

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

6.38 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:

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

6.39 FAIR LABOR STANDARDS:

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

6.40 FISCAL DISCLOSURE:

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

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

6.41 FORCE MAJEURE:

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

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

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

6.42 GOVERNING LAW, JURISDICTION, AND VENUE:

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

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

6.43.1 The parties acknowledge the existence of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

6.43.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

6.43.3 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it will indemnify and hold harmless the other party (including the other party's officers, employees, and

agents), for damages to the other party that are attributable to such failure.

6.44 INDEPENDENT CONTRACTOR STATUS:

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

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

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

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

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

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

6.46 LIQUIDATED DAMAGES

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

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

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

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

6.47 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

6.47.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated

equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

6.47.2 Contractor certifies to the County each of the following:

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

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

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

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

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

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

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

6.48 NON-EXCLUSIVITY:

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

6.49 NOTICE OF DELAYS:

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

6.50 NOTICE OF DISPUTES:

Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and Contractor regarding the performance of services as stated in this Contract.

If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director will resolve it.

6.51 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

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

6.52 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

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

6.53 PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

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

6.54 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

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

6.55 PUBLIC RECORDS ACT:

6.55.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract,

become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions listed in California Government Code Section 7921.000 et seq. (Public Records Act) may be applied to documents which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

6.56 PURCHASES:

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

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

6.56.3 Inventory Records, Controls, and Reports: Contractor must maintain accurate and complete inventory records and controls for

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

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

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

6.57 REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

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

- (1) The location by street address and city of any such real property.

- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, with such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.
- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph 3 immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing must also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor must also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.
- (5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor may only charge the program for costs of ownership. Costs of ownership include depreciation, interest, and applicable taxes.

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

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

6.58 REPORTS:

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

6.59 RECYCLED CONTENT BOND PAPER:

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

6.60 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

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

6.61 STAFFING AND TRAINING/STAFF DEVELOPMENT:

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

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

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

6.62 SUBCONTRACTING:

6.62.1 For purposes of this Contract, subcontracts must be approved in advance in writing by the DHSP Director. Contractor must submit any proposed subcontract(s) to DHSP for review and approval at least 15 Days in advance of the proposed subcontract agreement. Contractor's request to the DHSP Director for approval of a subcontract must include:

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

- (2) A detailed description of the services to be provided by the subcontractor.
- (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) A copy of the proposed subcontract. (Any later modification of such subcontract must take the form of a formally written subcontract amendment which also must be approved in writing by the DHSP Director in the same manner as described above, before such amendment is effective.)
- (5) Any other information and/or certification(s) requested by the DHSP Director.

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

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

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

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

6.62.6 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees providing services under this

Contract. Contractor must notify its subcontractors of this County right.

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

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

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

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

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

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

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

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and

remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to the Paragraph entitled TERMINATION FOR DEFAULT, herein, and pursue Contractor debarment, pursuant to County Code Chapter 2.202.

6.64 TERMINATION FOR CONVENIENCE:

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

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

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

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

6.64.4 Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, must retain and make available all its books, documents, records, or other evidence bearing on Contractor's costs and expenses under this Contract in respect to the provision of services hereunder. All such books, records, documents, or other evidence must be retained by Contractor at a location in Los Angeles County and must be made available within

10 Days of written notice by County for purposes of inspection or audit by representatives of County during normal business hours.

6.65 TERMINATION FOR DEFAULT:

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

6.65.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; or fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to

perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

6.66 TERMINATION FOR IMPROPER CONSIDERATION:

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

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

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

6.67 TERMINATION FOR INSOLVENCY:

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

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor;
- The execution by Contractor of a general assignment for the benefit of creditors.

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

6.68 TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

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

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

6.70 TIME OFF FOR VOTING:

Contractor must notify and provide to its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 Days before every Statewide election, Contractor and any

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

6.71 VALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

6.72 WAIVER:

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

6.73 WARRANTY AGAINST CONTINGENT FEES:

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

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance,

with Los Angeles County Code Chapter 2.206, the County's Defaulted Property Tax Reduction Program.

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

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

6.76 INJURY AND ILLNESS PREVENTION PROGRAM:

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

6.77 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

7 UNIQUE PROVISIONS:

7.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit E, the County seeks to ensure that if Contractor receives or raises charitable contributions, it complies with

California law in order to protect the County and its taxpayers. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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

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

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

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

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

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

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

7.4. WHISTLEBLOWER PROTECTIONS:

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

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

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

7.5. QUALITY MANAGEMENT:

Contractor must implement a Quality Management (QM) program, that assesses the extent to which the prevention and care services provided under this Contract are consistent with federal (e.g., HHS and Centers for Disease Control and Prevention Guidelines), State, and local standards of HIV/AIDS prevention and care and services. The QM program must at a minimum:

- 7.5.1. Establish and maintain a QM program infrastructure including the leadership and accountability of the medical director or executive director of the program;
- 7.5.2. Collect, analyze, and report performance measurement data to guide implementation of quality improvement activities and assess outcomes;
- 7.5.3. Track client perceptions of their health and the effectiveness of the services received through client satisfaction surveys;
- 7.5.4. Involve clients and their input in QM program activities to ensure that their needs are being addressed;
- 7.5.5. Serve as a continuous quality improvement process with direct reporting of data and quality improvement activities to senior leadership and DHSP no less than on an annual basis;
- 7.5.6. Perform an evaluation of the effectiveness of the QM program on an annual basis; and
- 7.5.7. Aim to improve client preventative care outcomes and client satisfaction.

7.6. QUALITY MANAGEMENT PLAN:

Contractor must implement its QM program based on a written QM Plan. Contractor must develop one agency-wide QM Plan that encompasses, at a minimum, all HIV/AIDS prevention and care services. Contractor must maintain its written QM Plan onsite and provide to DHSP upon request and/or available during onsite program review cycles. The QM Plan must be reviewed and updated as needed by the agency's QM committee, signed by the Medical Director or Executive Director. The written QM Plan must, at a minimum, include the following components:

- 7.6.1. Objectives: The QM Plan should delineate specific program goals and objectives that reflect the program's mission, vision, and values.
- 7.6.2. QM Committee: The QM Plan must describe the purpose of the QM 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. As applicable, if Contractor also receives Ryan White funding under another contract, Contractor will be required to create a Clinic Quality Management (CQM) program and plan. In those instances, it is acceptable if the requirements for a QM program and plan are incorporated into the Contractor's CQM program and plan as long as details about prevention services efforts and activities are clearly included and described.

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

7.6.4. Implementation of CQM Program:

- (1) Selection of Performance Measures – Contractor must describe how performance measures are selected. Contractor must collect and analyze data for one or more performance measures. Contractor may request technical assistance from DHSP QM 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 QM 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 QM Committee's process for selecting and implementing QI projects and activities and how these activities are documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

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

(d) Staffing pattern at the time of the incident.

7.7. PARTICIPATION IN DHSP QM PROGRAM:

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

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

7.8. DHSP CUSTOMER SUPPORT PROGRAM:

7.8.1. The DHSP Customer Support Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their prevention and care or service delivery experience at the agency. Clients may choose to inform Contractor about their complaints or concerns; however, they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Contractor must inform clients they may contact DHSP's Customer Support Program as follows:

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

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

7.8.3. Compliance Resolution Procedures:

- (1) In instances when an investigation into a client complaint is necessary, DHSP will send correspondence to Contractor advising that a complaint was received and request Contractor to investigate and provide specified information.
- (2) Contractor will have 30 Days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor must work with the DHSP t staff to address quality of prevention and care issues and questions identified as needed to resolve the reported concern. If the complaint is verified, DHSP staff will coordinate with Contractor to implement a plan of corrective actions (POCA) to prevent future incidents of similar nature.
- (3) CUSTOMER SUPPORT PROGRAM POSTERS: DHSP will provide Customer Support Program posters to Contractor, which contain information about how clients may file a complaint or concern with DHSP. Contractor must ensure that the posters are located in areas of the facility used by clients and visible to clients. Contractor must ensure that staff, as well as clients, are aware of the DHSP Customer Service Program.
- (4) Contractor must develop, implement, and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Customer Service Program.

7.9 CHILD/ELDER ABUSE/FRAUD REPORT:

- 7.9.1 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.
- 7.9.2 Child abuse reports must be made by telephone to the Department of Children and Family Services hotline at: (800) 540-4000, within 24 hours of suspicion of instances of child abuse.

- 7.9.3 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.
- 7.9.4 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.
- 7.9.5 Contractor staff working on this Contract must also immediately report all suspected fraud situations within three business days to the County's Department of Public Social Services (DPSS) Central Fraud Reporting Line at: (800) 349-9970 unless otherwise restricted by law from disclosing such information.

8 SURVIVAL:

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

- Paragraph 6.4 Confidentiality
- Paragraph 6.6 Indemnification
- Paragraph 6.7 General Provisions for all Insurance Coverage
- Paragraph 6.8 Insurance Coverage
- Paragraph 6.10 Record Retention and Audits
- Paragraph 6.21 Compliance with Applicable Law
- Paragraph 6.42 Governing Law, Jurisdiction, and Venue
- Paragraph 6.71 Validity
- Paragraph 6.72 Waiver

/

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

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#07904:bgc

STANDARD EXHIBITS

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

EXHIBIT A

STATEMENT OF WORK

COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN LOS ANGELES COUNTY

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STATEMENT OF WORK

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 various partners, including community-based organizations, clinics, other governmental offices, advocates, and people living with HIV/AIDS. DHSP aims to control and prevent the spread of HIV and sexually transmitted diseases (STD), monitor HIV/AIDS and STD morbidity and mortality, increase access to care for those in need, and eliminate sexual health inequalities.

Prompt identification and treatment of persons with HIV and STDs remain a public health priority. Community-based HIV and STD service delivery providers are needed to facilitate access to high-quality, client-centered HIV and STD services. These services include efficient, low-barrier STD screening and onsite treatment services, HIV testing services with expedited linkage to HIV medical care for those who test positive, and referrals to biomedical prevention which include pre-exposure prophylaxis (PrEP), post-exposure prophylaxis (PEP) and Doxycycline post-exposure prophylaxis (DoxyPEP) in addition to Biomedical HIV and STD Prevention Navigation Services (Navigation). The goal is to decrease the impact of HIV and STDs in the Los Angeles County (LAC) and more effectively address health disparities and inequities among sub-populations disproportionately impacted by these infections.

The Comprehensive HIV and STD Prevention (Prevention) Services under the Contract and this Statement of Work are designed to complement and enhance Contractor's existing HIV and STD prevention services funded by other sources, where applicable. As such, Contractor must deliver the work products outlined in Section 4, Specific Work Requirements, regardless of the funding source.

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

Prevention Services are categorized as follows and specific details are included in applicable Attachments I, II, or III of this Statement of Work:

- Category 1: Clinic-Based Prevention Services (Attachment I)
- Category 2: Non-Clinic-Based Prevention Services (Attachment II)
- Category 3: High Impact Prevention Programs (HIPP) (Attachment III)

The following requirements apply to all Prevention Services categories:

1.1 Trauma Informed Approach

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

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

Given the substantial individual and collective trauma experienced by those at risk of acquiring HIV, it is particularly crucial for Contractor to formally integrate TIA frameworks in the provision of services. Doing so significantly contributes to enhancing the overall health and well-being of persons living with HIV.

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

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

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

Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care; actively collaborate and recruit referrals from service organizations and agencies beyond the DHSP programs and services delivery system, including, but not limited to, substance abuse, mental health, primary health care, and social services organizations; ensure referrals to and from organizations are noted and tracked in the DHSP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, and procedures of the funding source, governing administration, and fiscal authorities, and all applicable law.

2.0 DEFINITIONS

Note: Capitalized terms used throughout this Statement of Work, and its Attachments I, II, and III, are defined herein, unless otherwise noted.

- 2.1 **Adverse Childhood Experiences (ACE):** Physical and sexual abuse experiences in childhood that increase the odds of engaging in behaviors associated with HIV risk.
- 2.2 **Biomedical HIV and STD Prevention Navigation Services (Navigation):** Services provided by persons trained as PrEP, PEP, and DoxyPEP navigators, effective in reducing and eliminating barriers to the timely prevention, diagnosis, and treatment of HIV and STDs in their own communities.
- 2.3 **Cisgender:** A person whose gender identity corresponds with the sex the person had or was identified as having at birth.
- 2.4 **Community Advisory Board (CAB):** Advisory group of subject matter experts (SME) drawn from local community members who collaborate with the Contractor to design and continue to provide input to improve programs that are appealing and effective with individuals from the local community with emphasis on the target populations.
- 2.5 **Community-Embedded Disease Intervention Specialist (CEDIS):** Disease intervention specialists that use contact tracing, partner services, and case investigation in identifying individuals at risk for HIV and STD infection, increasing HIV and STD awareness, and providing timely treatment.

- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Doxycycline post-exposure prophylaxis (DoxyPEP):** A biomedical prevention intervention where 200mg of doxycycline is taken within 72 hours, ideally 24 hours, of condomless oral, anal, or vaginal sex to prevent syphilis, chlamydia, and gonorrhea.
- 2.8 Evidence-based intervention:** Interventions that have been proven effective through scientific processes including rigorous outcome evaluations. Implementation of such interventions hold a higher degree of success if implemented with fidelity to the original design.
- 2.9 Healing Centered Engagement (HCE):** An approach to trauma that uses a resource orientation to center repair and resilience rather than pathologizing damage.
- 2.10 HIV Testing:** The process during which a client receives a test to assess for HIV infection. Generally, a test only acts as an indicator of infection and requires an additional confirmatory test.
- 2.11 Long Acting Injectable (LAI) PrEP:** Extended-release injectable suspension that can be used for pre-exposure prophylaxis (PrEP) to reduce the risk of people who are HIV negative becoming infected.
- 2.12 Men Who Have Sex with Men (MSM):** Term used to categorize men who may identify their sexuality as either gay, straight, bisexual, same gender loving, down low, pansexual, or some other identity, who have sex with other men.
- 2.13 Partner Services (PS):** A voluntary prevention activity by which identified sex or needle-sharing partners of HIV and/or STD infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV and/or STD. PS includes HIV and STD testing, and if necessary, linkages to medical treatment and care, referrals to appropriate health and social services and the provision of appropriate HIV risk reduction intervention PrEP services or PEP services to notified partners (NP) based on the NP need.
- 2.14 Patient-Delivered Partner Therapy (PDPT) –** PDPT is an alternative strategy for ensuring that the exposed sex partners of patients diagnosed with a STD get needed medication. Specifically, medical providers give medication to the patient, who in turn delivers the medication to their sex partner(s).

- 2.15 Pre-Exposure Prophylaxis (PrEP):** PrEP is a biomedical prevention intervention via oral medication or an injection that HIV-negative people can take to help prevent HIV infection.
- 2.16 Post-Exposure Prophylaxis (PEP):** PEP is a biomedical prevention intervention via oral medication a person can take within 72 hours of possible HIV exposure in order to prevent the infection from occurring.
- 2.17 Screening Services:** The process during which an HIV or STD client receives a screening test for HIV and/or STD infection. Generally, a screening test only acts as an indicator of assessing potential infection and requires a confirmatory test. Sometimes this process is referred to as HIV or STD testing.
- 2.18 Sexually Transmitted Disease (STD):** An infection that can be passed from one person to another through sexual activity or other close contact. STDs can be caused by bacteria, viruses, fungi, or parasites, and can be spread through blood, semen, vaginal fluids, or other body fluids.
- 2.19 STD Screening:** The process during which a client receives rapid or laboratory-based tests to screen for STDs.
- 2.20 Transgender Person:** A person who identifies with or expresses a gender identity that differs from the sex they were assigned at birth.
- 2.21 Trauma-informed approach (TIA):** Practice that emphasizes awareness of the prevalence and effects of trauma, including ACEs, on both physical and mental health, and reflects that impact in healthcare and service delivery.
- 2.22 Youth or Young Adults:** Persons aged 12-29 years old.

3.0 RESPONSIBILITIES

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

3.1 COUNTY:

Personnel

The County will administer the Contract according to, Paragraph 6.15 of the Contract, Administration of Contract. Specific duties include:

- 3.1.1 Monitoring Contractor's performance in the daily operation of the Contract.

- 3.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 3.1.3 Preparing amendments in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.

3.2 Contractor's Project Manager

- 3.2.1 Contractor must provide a full-time Project Manager or designated alternate to act as a central point of contact with the County. County must have access to Contractor's Project Manager during normal working hours as designated in Section 7.0, below. Contractor must provide a telephone number where the Project Manager may be reached on an eight hour per day basis during those hours.
- 3.2.2 The Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Project Manager/alternate must be able to effectively communicate in English, both orally and in writing.
- 3.2.3 Contractor's Project Manager must have a minimum of three years of experience within the last five years providing Prevention Services.
- 3.2.4 Contractor's Project Manager must be physically located at Contractor's service location within the LAC.
- 3.2.5 The Project Manager must be appropriately trained, knowledgeable, and demonstrate a high level of competency with respect to HIV testing and counseling issues, STD and Hepatitis screening, substance misuse, community referrals, educational services and general computer skills. The Project Manager must complete the DHSP/California Department of Public Health (CDPH) – Office of AIDS (OA) approved HIV Counselor Certification Trainings.

3.3 Contractor's Other Personnel

- 3.3.1 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.
- 3.3.2 Contractor will ensure all staff, including subcontracted staff are appropriately licensed or certified to provide services in their respective specialty fields, as required by federal, State, and local laws.

- 3.3.3 Contractor's staff and subcontracted staff must remain in good standing, with proper certification and licensing, as required by law.
- 3.3.4 Contractor is required to perform background checks of its employees as set forth in Sub-paragraph 6.15.4 of the Contract (Background and Security Investigations). All costs associated with the background and security investigation must be borne by Contractor.
- 3.3.5 Contractor will provide County with a roster of all administrative and program staff, including titles, degree(s), and contact information within 30 Days of Contract execution.
- 3.3.6 Contractor must ensure annual performance evaluations are conducted on all staff budgeted and performing services under the Contract to ensure program staff are meeting job duties as required.
- 3.3.7 Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to the Contract and this Statement Work and applicable Attachment(s).
- 3.3.8 Contractor must comply with any additional staffing requirements which may be included in Attachments I, II, or III of this Statement of Work, as applicable.

3.4 Staff Retention Policies and Procedures

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

3.5 Training

- 3.5.1 Contractor must ensure that at hire, all staff members possess the appropriate skills to provide adequate services and must maintain up-to-date knowledge and skill levels in accordance with the rapidly expanding literature and information regarding coordination of care and prevention approaches in HIV and STD fields.
- 3.5.2 Contractor must provide all staff and/or subcontractors with ongoing training related to the provision of services.
- 3.5.3 Contractor must ensure ongoing staff development at a minimum of 16 hours per year. Staff development and enhancement activities must include, but not be limited to:

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

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

3.5.5 Contractor's staff must successfully complete required DHSP specialized training. The DHSP training calendar can be accessed at:
http://publichealth.lacounty.gov/dhsp/Trainings/2024/WebTrainingCalendar_2024_7.3.24.pdf

3.5.6 All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.

3.6 Uniforms/Identification Badges

- 3.6.1 Dress code is business professional as defined by Contractor.
- 3.6.2 Contractor must ensure its employees are appropriately identified as set forth in Sub-paragraph 6.15.3 of the Contract (Contractor's Staff Identification).

3.7 Materials, Supplies, and/or Equipment

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

3.8 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. Contractor's office must be functional and accessible to DHSP for contract monitoring and auditing purposes. The office must be staffed during the hours of 8 a.m. to 5 p.m. Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance under the Contract. Contractor is encouraged, but not required, to be open during client-friendly hours (e.g., evenings, and weekends). When the office is closed, an answering service must be provided to receive calls and take messages. Contractor must answer calls received by the answering service within 24 hours of receipt of the call.

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

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

3.8.2 Contractor's Service Delivery Site(s): Contractor's facilities where services are to be provided as listed in Attachment I of the Contract (Service Delivery Site Questionnaire).

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

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

3.8.3 Emergency and Disaster Plan:

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

3.9 Guidelines on Materials Review

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

- 3.9.2 Additional information about materials review and related guidelines can be found at:
cdc-hiv-ps12-1201-content-review-guidance.pdf
and
<http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm#MATERIALS>

3.10 County's Data Management System

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

3.11 People with HIV/AIDS Bill of Rights and Responsibilities

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

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

3.12 Emergency Medical Treatment

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

3.13 County's Commission on HIV

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

3.14 Client Feedback

All services provided under the Contract must be subjected to regular client feedback. Contractor must develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services as referenced in Paragraph 7.6 of the Contract, Quality Management Plan.

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

3.15 Partner Services Referrals

3.15.1 Contractor must inform 100% of clients who test positive for HIV and/or STDs about the availability of DHSP Partner Services (PS) and refer newly diagnosed clients to the DHSP PS team for further care.

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

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

- a) Offer PS to newly diagnosed HIV-positive clients as part of a new patient evaluation.
- b) Offer PS to all clients as a routine part of service delivery.
- c) Upon acceptance by client, Contractor must provide and/or refer HIV-positive persons to PS.

- d) Based on client's selection, PS must include but not be limited to the following types of disclosure:
1. *Self-Disclosure*: this approach (sometimes called client disclosure) is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.
 2. *Dual Disclosure*: this method of partner notification involves the client disclosing their HIV-positive status to a partner in the presence of the provider in a confidential and private setting.
 3. *Anonymous Third-Party Disclosure*: this is a notification strategy where, with the consent of the original client, Public Health takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV.
 4. *Client Defers Action*: if the client does not feel comfortable using anonymous third-party disclosure, the provider must work with the client to develop a plan to revisit the issue.

3.15.4 Contractor must maintain the confidentiality of all confidential records and provide employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information must sign a confidentiality statement acknowledging the legal requirements not to disclose HIV/STD information. In addition, all activities must adhere to HIPAA regulations. Efforts to contact and communicate with infected clients, partners, and spouses must be carried out in a manner that preserves the confidentiality and privacy of all involved.

3.16 Culturally Appropriate and Linguistically Competent Services

- 3.16.1 Contractor's staff and any subcontractor(s) must provide all services with non-judgmental, culturally affirming attitudes that convey a culturally and linguistically competent approach that is appropriate and welcoming to clients.
- 3.16.2 Contractor must maintain a proven, successful track record serving clients by effectively addressing HIV/STD prevention or treatment concerns within the appropriate social context for each client.

4.0 SPECIFIC WORK REQUIREMENTS

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

- Attachment I, Clinic-Based Prevention Services.

- Attachment II, Non-Clinic-Based Prevention Services.
- Attachment III, High Impact Prevention Programs (HIPP) Services.

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

- 5.1 Contractor must obtain permission from the DHSP Director or designee at least 60 Days prior to the addition/deletion of service facilities, specific tasks, and/or work hours.
- 5.2 All changes must be made in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.

6.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 6.32 of the Contract, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards, including those described in this Statement of Work.

6.1 Meetings

Contractor must meet with the County as requested.

6.2 County Observations

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

7.0 HOURS/DAYS OF WORK

- 7.1 Contractor must provide Services during the hours that are the most effective and convenient for clients. Hours may be the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also include alternate hours such as evenings, late nights, and weekends. Contractor is not required to provide services on [County-recognized holidays](#).
- 7.2 In the event of an HIV or STD outbreak, Contractor must be available to participate in DHSP's coordinated outbreak response.

8.0 WORK SCHEDULES

- 8.1 Contractor must submit for review and approval a work schedule for each facility to the County's Project Manager within 30 Days prior to starting work. Said work schedules must be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules must list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County's Project Manager for review and approval within 30 business days prior to scheduled time for work.

**Category 1:
Clinic-Based Prevention Services**

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Clinic-Based Prevention Services

1.0 DESCRIPTION

Contractor must provide the following:

- HIV testing and linkage to medical care for those diagnosed with HIV;
- STD testing, screening, and treatment for those diagnosed with one or more STDs;
- Biomedical prevention navigation services for individuals at high risk of STD and/or HIV infection;
- Biomedical services, including access to pre-exposure prophylaxis (PrEP), post-exposure prophylaxis (PEP), and Doxycycline Post-Exposure Prophylaxis (DoxyPEP);
- Patient-Delivered Partner Therapy (PDPT); and
- Benefits Screening.

Services must be provided in licensed medical clinics or affiliated satellite locations convenient to the targeted population(s). Services must target individuals at high risk for HIV infection in Los Angeles County (LAC) with an emphasis on:

Target populations:

- Men who have sex with men (MSM);
- Transgender persons;
- Cisgender women of color;
- African American persons of all ages;
- Latinx persons of all ages;
- American Indian/Alaskan Native persons of all ages;
- Youth and Young Adults (under 30 years of age);
- Persons who use/inject drugs (PWUID); and
- Persons aged 50 and older.

1.1 DHSP Program Goals and Objectives

Contractor is required to achieve the DHSP goals and objectives for Clinic-Based Prevention Services described in Table 1 below:

Table 1

PRIMARY GOAL:	Decrease HIV and STD transmission through comprehensive prevention strategies and services
PROGRAM GOALS:	<ol style="list-style-type: none"> 1. Increase the number of high-risk individuals screened for HIV and STDs. 2. Educate all clients about PrEP, PEP, and DoxyPEP services and refer 100% of those at high risk for HIV for PrEP, PEP, and/or DoxyPEP biomedical HIV and STD services. 3. Treat 100% of clients who test positive for STDs. 4. Link 100% of clients who test positive for HIV infection to medical care.
PROGRAM OBJECTIVES:	<ol style="list-style-type: none"> 1. Increase the number of individuals at high risk for HIV and STDs to receive the following, with a focus on target populations: <ol style="list-style-type: none"> a. Testing for HIV and other STDs. b. Education and access to prevention navigation services, as appropriate. c. Timely treatment of STDs to individuals testing positive. d. Successful linkage to HIV care.

2.0 RESPONSIBILITIES

CONTRACTOR REQUIREMENTS

2.1 Contractor must:

- 2.1.1 Maintain licensure as a medical clinic located in LAC approved by the Department of Public Health, Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health (CDPH). Contractor must also possess a copy of current and valid license for contract monitoring and auditing purpose. Contractor’s medical clinics and affiliated satellite locations must be fully operational for managing and implementing Clinic-Based Prevention Services.
- 2.1.2 Maintain eligibility and ability to bill third-party payer sources, including public/private plans (such as those provided through Covered California, Medicare, or private insurers).
- 2.1.3 Be Medi-Cal certified and submit evidence of current and valid Medi-Cal certification.

- 2.1.4 Have a minimum of one licensed medical provider with an active and unrestricted medical license issued by the Medical Board of California to provide medical oversight, patient care, and prescriptions for patients.

2.2 Personnel

2.2.1 Contractor's Medical Director

- A. Contractor must identify a Medical Director and designated alternate within 30 Days of Contract execution. The Medical Director must be the same individual identified as Contractor's Project Manager assuming all roles described in section 3.2 of the Statement of Work, as well as listed below. The Medical Director must be appropriately trained and knowledgeable, and demonstrate a high level of competency with respect to HIV testing and STD screening and treatments.

Responsibilities of the Medical Director include, but are not limited to:

1. Participate in quarterly Medical Advisory Committee meetings held by DHSP;
2. Provide leadership and oversight for HIV and STD clinical services, ensuring high-quality care and adherence to clinical guidelines and contractual requirements;
3. Develop and implement policies and protocols for the prevention, testing, treatment, and management of HIV and STDs;
4. Monitor and evaluate clinical outcomes, patient satisfaction, and service delivery, implementing quality improvement initiatives as needed;
5. Collaborate with other healthcare and social services providers, and community organizations, to enhance integrated care for patients; and
6. Advocate for resources and policies that support the needs of clients with HIV and STDs.

- B. Minimum Qualifications:

Must be a medical provider (Doctor of Medicine, Doctor of Osteopathic Medicine, Nurse Practitioner, or Physician Assistant) licensed in the State of California.

2.2.2 Certified Medical Assistant or Licensed Vocational Nurse

- A. Contractor must have a minimum of one Certified Medical Assistant or Licensed Vocational Nurse (or more highly trained personnel).

Responsibilities of the Certified Medical Assistant or Licensed Vocational Nurse include but are not limited to:

1. Conduct HIV and STD testing by following clinic protocols;
2. Assist with client check-in and intake;
3. Instruct clients regarding labs;
4. Draw blood for testing/screening; and
5. Advise clients about results of testing/screening.

B. Minimum Qualifications:

1. Certification by the American Association of Medical Assistants; or
2. Certification by California Board of Vocational Nursing and Psychiatric Technicians.

2.2.3 Licensed Medical Provider

- A. Contractor must have a minimum of one Licensed Medical Provider who plays a key role in delivering comprehensive care. The Medical Director may serve as Contractor's Licensed Medical Provider to fill this role and its requirements.

Responsibilities of the Licensed Medical Provider include but are not limited to:

1. Medical oversight;
2. Clinical assessment and diagnoses;
3. Patient care;
4. Preventive care; and
5. Prescriptions for patients.

B. Minimum Qualifications:

Must hold an active and unrestricted medical license issued by the Medical Board of California.

2.2.4 Prevention Services Navigator (Navigator)

- A. Contractor will have at least one Navigator to facilitate access to Prevention Services for individuals at high risk of HIV and STDs.

Responsibilities of the Navigator include but are not limited to:

1. Managing client cases, including risk behavior screening;
2. Brief interventions;
3. Providing PrEP, PEP, and DoxyPEP educational activities;
4. Assist with making appointments with providers (within clinic or with other medical providers, as needed) for PrEP, PEP, and DoxyPEP services;
5. Follow-up with clients to remind them of non-medical and medical appointments; and
6. Provide linkages to services and primary medical care.

B. Minimum Qualifications:

1. High School Diploma (or GED equivalent) and a minimum of 12 months of experience providing HIV testing, health education, or risk reduction counseling.
OR
2. A minimum of 12 months of experience as a biomedical HIV prevention navigator with demonstrated understanding of PrEP, PEP, and DoxyPEP and strong socio-cultural identification with one or more of the target populations.

2.2.5 Benefits Specialist

- A. Contractor will have at least one Benefits Specialist to facilitate access to public and private benefits and assistance programs.

Responsibilities of the Benefits Specialist include but are not limited to:

1. Promotes client enrollment in public and social services for which a client qualifies and maximizes payment from third-party payer sources;
2. Conducts client-centered activities and assessments that facilitate access to public benefits and programs. Focuses on assisting each client's entry into and movement through care service systems;
3. Stays up to date on new and modified benefits, entitlements, and incentive programs available;
4. Educates clients about available benefits and provides assistance with the benefits application process; and
5. Collaborates with the clinic team, documents interactions, and contributes to program evaluation.

B. Minimum Qualifications:

1. High school diploma (or GED equivalent);

2. A minimum of one year of paid or volunteer experience making eligibility determinations and assisting clients in accessing public and private benefits and assistance programs; and
3. Ability to work effectively with people of diverse races, ethnicities, nationalities, sexual orientations, gender identities, gender expression, socio-economic backgrounds, religions, ages, English-speaking abilities, immigration status, and physical abilities in a multicultural environment.

C. Desired Qualifications:

1. Knowledge of HIV disease, behaviors that transmit HIV, and those disease conditions that are co-morbid with HIV;
2. Ability to interact in a nonjudgmental and empathetic manner with PLWH as well as their partners;
3. Good interpersonal skills;
4. Comfortable with field outreach;
5. Ability to advocate for clients; and
6. Bilingual in English and in one or more of County's other threshold languages (in alphabetical order):
Arabic, Armenian, Cambodian, Chinese, Farsi, Hindi, Japanese, Korean, Russian, Spanish, Tagalog, Thai, and Vietnamese.

**2.2.6 Community Embedded Disease Intervention Specialist (CEDIS)
(when applicable)**

- A. Clinics with 40 or more HIV-positive individuals diagnosed over the last five years and 100 syphilis cases diagnosed annually must include a minimum of one CEDIS as part of the Clinic-Based Prevention Services team to facilitate Partner Services, PDPT, and other necessary services, as needed. Clinics diagnosing over 150 syphilis cases per year are required to provide an additional CEDIS to support these services. The CEDIS must work closely with HIV-positive clients and at-risk populations to prevent the spread of HIV and other STDs.

CEDIS responsibilities include, but are not limited to:

1. Conducting confidential interviews with HIV-positive clients to gather information about sexual partners and social networks;

2. Providing partner services notification and follow-up services to inform individuals of potential HIV exposure, ensuring privacy and discretion;
3. Linking HIV-positive clients to appropriate medical care and other support services, such as housing, mental health services, or substance use treatment;
4. Working with local clinics and community-based organizations to facilitate access to HIV testing, treatment, and prevention services;
5. Performing counseling and risk-reduction education to help clients adopt safer sexual behaviors and reduce the spread of HIV and STDs;
6. Collecting and managing data on community-level STD and HIV trends to assist public health efforts; and
7. Engaging populations at higher risk of infection, including commercially sexually exploited youth and marginalized communities, for targeted prevention services.

A. Minimum Qualifications:

Bachelor's degree in Public Health, Social Work, Nursing, or a related field. Preferred: Master's degree in Public Health (MPH), Social Work (MSW), or equivalent.

B. Desired Qualifications:

1. Strong interpersonal and communication skills to effectively interact with clients and communities.
2. Cultural competence to work with diverse populations.
3. Ability to maintain confidentiality and adhere to privacy regulations.
4. Knowledge of public health practices, particularly in HIV and STD prevention.

2.2.7 CEDIS Liaison (optional)

- A. The CEDIS Liaison is an optional staffing position available if Contractor does not meet the minimum client threshold required for a CEDIS. Contractor may hire a CEDIS Liaison to help ensure effective disease intervention and fostering a collaborative approach to public health challenges.

The CEDIS Liaison's responsibilities include, but are not limited to:

1. Conducting chart reviews as requested by the DHSP CEDIS Supervisor to ensure accuracy and completeness of patient records;
2. Coordinating timely communication of Protected Health Information to healthcare providers regarding patient treatment and symptomology, ensuring responses are provided within two business days;
3. Utilizing Casewatch software system to request patient history that will support the client's diagnosis and inform the development of individualized treatment plans for each client. All requests should be submitted to the DHSP CEDIS Supervisor or their designee;
4. Introduce Partner Services to patients, educating them on their disclosure and notification options and collect reliable contact information for follow-up by the DHSP CEDIS Supervisor; and
5. Engaging in MPox-related activities and initiatives as requested by the DHSP CEDIS Supervisor, contributing to comprehensive public health efforts.

B. Minimum Qualifications:

Bachelor's degree in Public Health, Nursing, Social Work, or a related field.

C. Desired Qualifications:

1. Strong understanding of public health principles, disease transmission, and epidemiology.
2. Familiarity with case management software and health information systems.
3. Excellent written and verbal communication skills, with the ability to convey complex information to diverse audiences effectively.
4. Experience working within multidisciplinary teams, demonstrating the ability to collaborate effectively with colleagues and stakeholders.
5. Ability to engage with patients from various communities, providing tailored education and support based on individual needs.

2.3 Training of Contractor's Staff

All staff conducting HIV counseling and testing must attend the DHSP/CDPH –Office of AIDS approved HIV Counselor Certification Trainings. Counselors are required to successfully complete an initial five – day certification training.

3.0 SPECIFIC WORK REQUIREMENTS

Contractor must provide the following:

3.1 HIV/STD Testing and Linkage:

Contractor must provide HIV/STD testing and linkage to individuals in LAC at high risk for HIV and STD infection, with an emphasis on the target populations listed in Section 1.0. At least 75% of individuals screened must belong to one or more of the target populations at higher risk for HIV. All testing and linkage to medical care services provided must be on-site consistent with federal, State, and local statutes, guidelines, and policies and ensure appropriate medical oversight of testing services. Contractor will track and confirm all completed links to care. Contractor will link, at a minimum, 85% of HIV-positive clients within 14 Days of diagnosis, to HIV-related medical care consistent with Centers for Disease Control and Prevention and local guidelines.

3.2 Compliance with Current HIV Testing Services Procedures:

Contractor's non-rapid or rapid HIV testing and referral services must follow procedures consistent with California law, CDPH – Office of AIDS guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of the Contract. The DHSP Director will notify Contractor of any revisions to DHSP policies and procedures, which will become part of the Contract. Contractor must conduct an HIV risk assessment, applicable for both non-rapid and rapid tests, to help the client identify risk behaviors that may put them at risk for HIV/AIDS.

3.3 HIV Risk Assessment and Counseling:

Contractor must conduct an HIV risk assessment and counseling session (when appropriate) for clients identified as needing a high-risk intervention.

3.3.1 Conduct an HIV risk assessment that assists clients in identifying the risk behaviors that place them at risk for HIV/AIDS.

3.3.2 As needed, provide a client-centered counseling session that engages the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of

HIV. The client-centered counseling session should accomplish the following:

- a. Improve the client's self-perception of risk;
- b. Support behavior change previously accomplished or attempted by the client;
- c. Negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change their behavior;
- d. Support informed decision-making about whether to be tested; and
- e. Review the nexus between HIV and STD infections and between alcohol and drug use; and
- f. For clients who choose a rapid test, Contractor staff will assess client's potential reaction to receiving a reactive rapid test prior to administering the test.

During these sessions, Contractor must provide the following information:

- g. The process related to each of the testing options, such as how the test is done, duration of the process, the timeframes for getting results, the meaning of test results including preliminary results in the case of rapid HIV testing; and
- h. Relevant information regarding the window period*.

*Contractor staff must clearly explain that the rapid HIV test only refers to obtaining results from the time between exposure (less than three months) and their last non-reactive test. Clients must be counseled to re-test three months from the potential exposure.

If a client decides to have a rapid test, Contractor staff will:

- i. Ensure that the client understands the meaning of test results, including that a reactive preliminary positive result requires confirmatory testing;
- j. Ensure that the client completes a DHSP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance with the California Code of Regulations. The consent form must also include a commitment by the client for the collection of a second specimen (serum or oral fluid) for individuals testing preliminary positive;
- k. Follow local guidelines and recommendations pertaining to HIV counseling and testing, HIV rapid testing, and phlebotomy (both

venipuncture and finger stick). Contractor staff will collect client demographic information using the designated reporting form as provided by DHSP. All information reported on the approved HIV Test Reporting Form(s) must be voluntarily disclosed by the client;

- l. Ensure that a sufficient amount of specimen is collected to allow for initial, repeat, and supplemental HIV antibody tests. All non-rapid specimens must be delivered to and processed by a State-approved laboratory, with prior approval from DHSP;
- m. Review the client's Counseling Information Form, provided by DHSP, before the disclosure; and
- n. Disclose the result, interpret the test result, and assess the client's emotional state*. Contractor staff must evaluate counseling needs, client's understanding of the test results, client's need to be re-tested based on the window period, and the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results must be given in person only to the client and in accordance with applicable law.

*For clients testing HIV-positive, a minimum of 45 minutes must be allocated to the disclosure counseling session and the following additional topics must be covered and conducted in the disclosure session:

- o. Importance of HIV medical care to optimize one's health and the likelihood of a normal life expectancy with adherence to medications;
- p. Information regarding the past or future risk of HIV transmission to sexual and drug using partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery, and during postpartum period;
- q. The active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Partner Services (PS); and
- r. A written assessment of the client's reaction to the positive HIV test result to determine whether referral for psychosocial support services is needed.

3.4 STD/HIV Screening and Treatment

Contractor must provide STD and HIV screening and treatment to individuals in LAC at high risk for STD and HIV infection, with an emphasis on the target populations listed in Section 1.0. At least 75% of individuals

screened must belong to one or more of the target populations at higher risk for HIV.

Contractor must ensure that all STD/HIV screenings, treatment, and related services are provided on-site in accordance with federal, State, and local statutes, guidelines, and policies.

3.5 Compliance with Current STD Guidelines:

3.5.1 Screening and treatment should follow up-to-date guidelines from Public Health, the State of California STD Control Branch, and the Centers for Disease Control (CDC). For the management of Gonorrhea, Public Health guidelines supersede State guidelines which in turn supersede CDC guidelines.

3.5.2 Contractor must conduct the following tests as clinically indicated: HIV, Syphilis, Gonorrhea (vaginal or cervical, urine, throat, and rectal), and Chlamydia (vaginal or cervical, urine, throat, and rectal).

3.5.3 Contractor must provide evaluation and treatment for the following diseases, as clinically indicated, including, but not limited to: Syphilis, Gonorrhea, Chlamydia, Trichomoniasis, and Mpox. Rapid point-of-care tests are encouraged whenever possible. Whenever possible treatment should be available the same day as the client tests positive test.

3.5.4 Contractor must offer all clients access to vaccines related to sexual health including, but not limited to: Mpox, Hepatitis A, Hepatitis B, Meningitis, and Human Papilloma Virus (HPV).

3.6 Biomedical Prevention Navigation (Navigation) Services:

3.6.1 Contractor must provide Navigation Services to ensure that individuals who test positive for STDs are linked to appropriate clinical treatment at the clinic (or another clinic, if preferred by patient), as clinically indicated.

This includes, but is not limited to, the following:

- a. making an appointment on behalf of the client;
- b. arranging transportation for the client to the appointment; and
- c. following up with the client and provider to ensure linkage within 14 Days, in accordance with guidelines from the CDC and local regulations.

3.6.2 Dedicated Navigation Services Phone Line

- A. In addition to Contractor's office telephone line, Contractor must maintain a dedicated Navigation Services phone line for any Navigation Services-related calls. Voice-mail messages left on dedicated Navigation Services phone line during normal business hours must be returned within 30 minutes of receipt of the call. Voice-mail messages left on the dedicated Navigation Services phone line outside of Contractor's stated business hours must be returned at the start of the next business day. The dedicated Navigation Services phone line voice-mail greeting must be approved by DHSP prior to use.
- B. The dedicated Navigation Services phone number should not change over the term of the Contract and must be listed on all informational material as well in the getprepla.com PrEP Directory: <https://getprepla.com/pep/get-pep-now/>.
- C. Contractor must establish an SMS or other text messaging system to communicate appointment reminders and other information to clients receiving Navigation Services, provided clients have opted in to receive such messages.

3.7 Biomedical Prevention Services

Contractor must provide the following biomedical prevention services:

a. Pre-Exposure Prophylaxis (PrEP) Services:

Contractor must ensure 100% of individuals at high risk for HIV and STD infection who receive services are counseled, educated, and referred for PrEP.

b. Post-Exposure Prophylaxis (PEP):

Contractor must counsel and refer all clients indicating exposure to HIV within the last 72-hours for evaluation to PEP services, as appropriate.

c. Doxycycline Post-exposure Prophylaxis (DoxyPEP):

Contractor must counsel and refer all clients indicating exposure to syphilis, chlamydia, and gonorrhea within the last 72-hours for DoxyPEP services, as appropriate.

To allow for quick access to PrEP, PEP, and DoxyPEP, clinic must be a certified State of California Office of AIDS PrEP Assistance Program (PrEP-

AP) provider and enrollment site or become certified within three months of Contract execution. It is Contractor's responsibility to be certified; DHSP will not cover any costs incurred by Contractor for providing PrEP, PEP, DoxyPEP and/or related navigation services without certification.

3.8 Re-engage in HIV Care Services:

Contractor will re-engage HIV-positive clients known to be out of medical care back into HIV medical care and treatment services.

3.9 Inform Clients of Partner Services:

Contractor will inform clients who test positive for HIV that DHSP PS is available.

3.10 Conduct Patient-Delivered Partner Therapy (PDPT):

3.10.1 Contractor must ensure that exposed sex partners of patients diagnosed with STD(s) have access to STD treatment through PDPT.

3.10.2 Pursuant to applicable law, including California Health and Safety Code section 120582 (a), Contractor's clinical staff must provide medication to the diagnosed patient, who in turn can deliver the medication to their sex partner(s), when clinically appropriate.

3.10.3 Contractor must adhere to all up-to-date laws, regulations, and guidelines of the State of California related to PDPT and EPT. PDPT and EPT guidance for medical providers in California can be accessed through the California Department of Public Health at: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ClinicalGuidelines_CA-STD-PDPT-Guidelines.pdf and [Expedited Partner Therapy \(EPT\) for STIs – What is EPT and Why should I Prescribe it?](https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ClinicalGuidelines_CA-STD-PDPT-Guidelines.pdf)

3.10.4 Contractor must be an Essential Access Health Network provider. For more information please visit (<https://www.essentialaccess.org/pdpt>).

3.11 Screen for Benefits:

Contractor must screen each client's eligibility for public and social services, including, but not limited to:

- a. health insurance navigation and enrollment;
- b. mental health and substance use services;
- c. housing;
- d. transportation;
- e. employment services; and
- f. other high impact HIV and STD prevention services.

3.12 Vaccination Referrals:

When Contractor is not able to provide the following vaccinations directly, Contractor must refer clients to a pharmacy or primary medical provider: Hepatitis A, Hepatitis B, Meningitis, Human Papilloma Virus (HPV), and Mpox.

3.13 Reproductive Health Referrals:

Contractor must offer reproductive health referrals, as indicated.

3.14 Conduct Outreach to Communities at Risk for HIV and STDs:

Contractor must conduct outreach to communities at high risk for HIV and STD infection, with an emphasis on the target populations listed under Section 1.0, above.

3.15 Compliance with Reporting Requirements:

3.15.1 Contractor will comply with all DHSP data reporting requirements and all State HIV, STD, and hepatitis reporting requirements. Contractor must report all new HIV diagnoses utilizing the adult or pediatric report case form available using the following link within seven Days of a client's diagnosis:
<http://publichealth.lacounty.gov/dhsp/ReportCase.htm>.

3.15.2 Contractor must ensure that each client completes and signs a DHSP-approved consent form (for confidential testing) and maintain in the client's file in accordance with the California Code of Regulations.

- i. The consent form will also include a commitment by the client for the collection of a second specimen (serum or oral fluid) for individuals testing preliminary positive.

3.16 Compliance with Applicable Laws and Regulations

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

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

3.16.3 Contractor must participate in the Medical Monitoring Project (MMP), which provides critical information to the CDC and DHSP on the health status and provision of medical services to HIV positive clients in LAC. More information on the MMP is found here: <https://www.cdc.gov/hiv-data/mmp/index.html>

3.17 Maintain Client Health Records

Contractor must maintain adequate health records on each individual client which must be current and detailed, consistent with good medical and professional practice, and in accordance with the California Code of Regulations.

- A. All records must be maintained, accessed, and disclosed in accordance with applicable State and federal confidentiality rules, including the Health Insurance Portability Accountability Act (HIPAA).
- B. Records must include, but not be limited to: progress notes and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.
- C. All clinical and health services records must be in a medical record (medical chart) and/or an electronic health record (medical record in digital format).

3.18 Clinic Operational Manual

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

- a. Mental health care
- b. Substance use disorder treatment
- c. Emergency medical services
- d. Pharmaceutical patient assistance programs

- e. Gender affirming care specialists

3.19 Reports

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

**Category 2:
Non-Clinic-Based Prevention Services**

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Non-Clinic-Based Prevention Services

1.0 DESCRIPTION

Contractor must provide the following:

- HIV testing and linkage to medical care for those diagnosed with HIV;
- STD testing, screening, and linkage to treatment for individuals diagnosed with one or more STDs;
- Biomedical prevention navigation services for individuals at high risk of STD and/or HIV infection, including access to pre-exposure prophylaxis (PrEP), post-exposure prophylaxis (PEP), and Doxycycline Post-Exposure Prophylaxis (DoxyPEP); and
- Benefits Screening.

Services must be provided in non-clinic-based settings (with drop-in service) convenient to the targeted population(s) served. Services must target individuals at high risk for infection in Los Angeles County (LAC) with an emphasis on:

Target Populations:

- Men who have sex with men (MSM);
- Transgender persons;
- Cisgender women of color;
- African American persons of all ages;
- Latinx persons of all ages;
- American Indian/Alaskan Native persons of all ages;
- Youth and Young adults (under 30 years of age);
- Persons who use/inject drugs (PWUID); and
- Persons aged 50 and older.

1.1 DHSP Program Goals and Objectives

Contractor is required to achieve the DHSP goals and objectives for Non-Clinic-Based Prevention Services described in Table 1 below:

Table 1

PRIMARY GOAL:	Decrease HIV and STD transmission through comprehensive prevention strategies and services
PROGRAM GOALS:	<ol style="list-style-type: none">1. Increase the number of high-risk individuals screened for HIV and STDs.2. Educate all clients about PrEP, PEP, and DoxyPEP services and refer 100% of those at high risk for HIV for PrEP, PEP, and/or DoxyPEP biomedical HIV and STD services.3. Link 100% of clients who test positive for HIV infection and/or STDs to medical care.
PROGRAM OBJECTIVES:	<ol style="list-style-type: none">1. Increase the number of individuals at high risk for HIV and STDs to receive the following, with a focus on the target populations:<ol style="list-style-type: none">a. Education and access to prevention navigation services, including PrEP, PEP, and DoxyPEP, as appropriate.b. Access to STD treatment for individuals in high-risk groups.c. Successful linkage to HIV care.

2.0 RESPONSIBILITIES

CONTRACTOR REQUIREMENTS

2.1 Contractor must:

2.1.1 Maintain eligibility and ability to bill third-party payer sources, including public/private plans, such as those provided through Covered California, Medicare, or private insurers.

2.2 Personnel

2.2.1 Prevention Services Counselor

- A. Contractor will have at least one certified HIV Counselor to conduct HIV and STD testing.
- B. Responsibilities include but are not limited to:
 1. Conduct HIV and STD testing, ensuring accurate results and maintaining confidentiality;
 2. Provide pre-test counseling to educate clients about the testing process, risk factors, and the implications of testing;
 3. Deliver post-test results in a supportive manner, providing emotional support and guidance based on the outcome;
 4. Assist clients in navigating the healthcare system to access necessary treatment and support services, including referrals to medical providers;

5. Maintain accurate records of client interactions, test results, and referrals in compliance with rules and regulations;
6. Conduct follow-up calls or appointments to check on clients, address any concerns, and reinforce the importance of continued care and prevention; and
7. Participate in outreach activities to promote testing services and raise awareness about HIV and STDs in the community.

C. Minimum Qualifications:

1. High School Diploma (or GED equivalent); AND
2. Three years of relevant experience including any specialized training in providing HIV and STD services.

D. Desired Qualifications:

1. Strong interpersonal and communication skills;
2. Ability to build trust with clients, demonstrate empathy, and provide non-judgmental support;
3. Excellent organizational and record-keeping skills; and
4. Thorough understanding of STDs and HIV/AIDS, the impact on individuals and communities, and current treatment and prevention strategies.

2.2.2 Prevention Services Navigator (Navigator)

A. Contractor will have at least one Navigator to facilitate access to Prevention Services for individuals at high risk of HIV and STDs.

B. Responsibilities of the Navigator include but are not limited to:

1. Managing client cases, including risk behavior screening;
2. Brief interventions;
3. Providing PrEP, PEP, and DoxyPEP educational activities;
4. Assist with making appointments and linkages with providers for PrEP, PEP, and DoxyPEP services;
5. Follow-up with clients to remind them of non-medical and medical appointments; and
6. Provide linkages to services and primary medical care.

C. Minimum Qualifications:

1. High School Diploma (or GED equivalent) and a minimum of 12 months of experience providing HIV health education or risk reduction counseling; OR

2. A minimum of 12 months experience as a biomedical HIV prevention navigator with demonstrated understanding of PrEP, PEP, and DoxyPEP and strong socio-cultural identification with one or more of the target populations.

2.2.3 Benefits Specialist:

- A. Contractor will have at least one Benefits Specialist to facilitate access to public and private benefits and assistance programs.

Responsibilities of the Benefits Specialist include but are not limited to:

1. Promotes client enrollment in public and social services for which a client qualifies and maximizes payment from third-party payer sources;
2. Conducts client-centered activities and assessments that facilitate access to public benefits and programs. Focuses on assisting each client's entry into and movement through care service systems;
3. Stays up to date on new and modified benefits, entitlements, and incentive programs available;
4. Educates clients about available benefits and provides assistance with the benefits application process; and
5. Collaborates with the clinic team, documents interactions, and contributes to program evaluation.

- B. Minimum Qualifications:

1. High school diploma (or GED equivalent);
2. A minimum of one year of paid or volunteer experience making eligibility determinations and assisting clients in accessing public and private benefits and assistance programs; and
3. Ability to work effectively with people of diverse races, ethnicities, nationalities, sexual orientations, gender identities, gender expression, socio-economic backgrounds, religions, ages, English-speaking abilities, immigration status, and physical abilities in a multicultural environment.

- C. Desired Qualifications:

1. Knowledge of HIV disease, behaviors that transmit HIV, and those disease conditions that are co-morbid with HIV;
2. Ability to interact in a nonjudgmental and empathetic manner;
3. Good interpersonal skills;

4. Comfortable with field outreach;
5. Ability to advocate for clients; and
6. Bilingual in English and in one or more of LAC's other threshold languages (in alphabetical order):
Arabic, Armenian, Cambodian, Chinese, Farsi, Hindi, Japanese, Korean, Russian, Spanish, Tagalog, Thai, and Vietnamese.

2.3 Training of Contractor's Staff

All staff conducting HIV counseling and testing must attend the DHSP/California Department of Public Health (CDPH) – Office of AIDS approved HIV Counselor Certification Trainings. Counselors are required to successfully complete an initial five – day certification training.

3.0 SPECIFIC WORK REQUIREMENTS

Contractor must provide the following:

3.1 HIV/STD Testing and Linkage:

Contractor must provide HIV/STD testing to individuals in LAC at high risk for HIV and STD infection with an emphasis on the target populations listed in Section 1.0. At least 75% of individuals screened must belong to one or more of the target populations at higher risk for HIV. All testing and linkage to medical care services provided must be on-site consistent with federal, State, and local statutes, guidelines, and policies and ensure appropriate medical oversight of testing services. Contractor will track and confirm all completed links to care. Contractor will link, at a minimum, 85% of HIV-positive or STD-positive clients within 14 Days of diagnosis, to HIV or STD-related medical care consistent with Centers for Disease Control and Prevention and local guidelines.

3.2 Compliance with Clinical Laboratory Improvement Act (CLIA) Eligible/Covered Provider:

Contractor must submit a Quality Assurance (QA) Plan along with a California-issued certificate indicating that the site is a CLIA eligible/covered provider. If Contractor does not currently hold a CLIA certificate, Contractor may apply for one upon receiving funding. Contractor will be required to submit the certificate once it has been issued.

3.3 Compliance with Current HIV Testing Services Procedures:

Contractor's non-rapid or rapid HIV testing and referral services must follow procedures consistent with California law, CDPH – Office of AIDS

guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of the Contract. The DHSP Director will notify Contractor of any revisions to DHSP policies and procedures, which will become part of the Contract. Contractor must conduct an HIV risk assessment, applicable for both non-rapid and rapid tests, to help the client identify risk behaviors that may put them at risk for HIV/AIDS.

3.4 HIV Risk Assessment and Counseling:

Contractor's Prevention Services Counselor must conduct an HIV risk assessment and counseling session (when appropriate) for clients identified as needing a high-risk intervention.

3.4.1 Conduct an HIV risk assessment that assists clients in identifying the risk behaviors that place them at risk for HIV/AIDS.

3.4.2 As needed, provide a client-centered counseling session that engages the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV. The client-centered counseling session should accomplish the following:

- a. Improve the client's self-perception of risk;
- b. Support behavior change previously accomplished or attempted by the client;
- c. Negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change their behavior;
- d. Support informed decision-making about whether to be tested;
- e. Review the nexus between HIV and STD infections and between alcohol and drug use; and
- f. For clients who choose a rapid test, Contractor staff will assess client's potential reaction to receiving a reactive rapid test prior to administering the test.

During these sessions, Contractor must provide the following information:

- g. The process related to each of the testing options, such as how the test is done, duration of the process, the timeframes for getting results, the meaning of test results including preliminary results in the case of rapid HIV testing; and
- h. Relevant information regarding the window period*.

*Contractor staff must clearly explain that the rapid HIV test only refers to obtaining results from the time between exposure (less than three months) and their last non-reactive test. Clients must be counseled to re-test three months from the potential exposure.

If a client decides to have a rapid test, Contractor staff will:

- i. Ensure that the client understands the meaning of test results, including that a reactive preliminary positive result requires confirmatory testing;
- j. Ensure that the client completes a DHSP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance with the California Code of Regulations. The consent form must also include a commitment by the client for the collection of a second specimen (serum or oral fluid) for individuals testing preliminary positive;
- k. Follow local guidelines and recommendations pertaining to HIV counseling and testing, HIV rapid testing, and phlebotomy (both venipuncture and finger stick). Contractor staff will collect client demographic information using the designated reporting form as provided by DHSP. All information reported on the approved HIV Test Reporting Form(s) must be voluntarily disclosed by the client;
- l. Ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and supplemental HIV antibody tests may be performed. All non-rapid specimens must be delivered to and processed by a State-approved laboratory, with prior approval from DHSP;
- m. Review the client's Counseling Information Form, provided by DHSP, before the disclosure; and
- n. Disclose the result, interpret the test result, and assess the client's emotional state*. Contractor staff must evaluate counseling needs, client's understanding of the test results, client's need to be re-tested based on the window period, and the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results must be given in person only to the client, and in accordance with applicable law.

*For clients testing HIV-positive, a minimum of 45 minutes must be spent in the disclosure counseling session and the following additional topics must be covered and conducted in the disclosure session:

- o. Importance of HIV medical care to optimize one's health and the likelihood of a normal life expectancy with adherence to medications;
- p. Information regarding the past or future risk of HIV transmission to sexual and drug using partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery, and during postpartum period;
- q. The active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Partner Services (PS); and
- r. A written assessment of the client's reaction to the positive HIV test result to determine whether referral for psychosocial support services is needed.

3.5 Provide STD/HIV Screening:

Contractor must provide STD and HIV screening and linkage to treatment to individuals in LAC at high risk for STD and HIV infection, with an emphasis on the target populations listed in Section 1.0 Description, who reside in LAC.

The Contractor must ensure that all STD/HIV screenings, linkage to treatment services, and related services are provided on-site in accordance with federal, State, and local statutes, guidelines, and policies.

3.6 Compliance with Current STD Guidelines:

Screening and treatment should follow up-to-date guidelines from Public Health, the State of California STD Control Branch, and the Centers for Disease Control (CDC). For the management of Gonorrhea, Public Health guidelines supersede State guidelines which in turn supersede CDC guidelines.

3.7 Biomedical Prevention Navigation (Navigation) Services:

3.7.1 Contractor must provide Navigation Services to ensure that individuals who test positive for STDs are linked to appropriate clinical treatment at the clinic (or another clinic, if preferred by patient), as clinically indicated.

This includes, but is not limited to, the following:

- a. making an appointment on behalf of the client;
- b. arranging transportation for the client to the appointment; and

- c. following up with the client and provider to ensure linkage within 14 Days, in accordance with guidelines from the CDC and local regulations.

3.7.2 Dedicated Navigation Services Phone Line

- A. In addition to Contractor's office telephone line, Contractor must maintain a dedicated Navigation Services phone line for any Navigation Services-related calls. Voice-mail messages left on dedicated Navigation Services phone line during normal business hours must be returned within 30 minutes of receipt of the call. Voice-mail messages left on the dedicated Navigation Services phone line outside of Contractor's stated business hours must be returned at the start of the next business day. The dedicated Navigation Services phone line voice-mail greeting must be approved by DHSP prior to use.
- B. The dedicated Navigation Services phone number should not change over the term of the Contract and must be listed on all informational material as well as in Public Health's PrEP Directory at: <https://getprepla.com/pep/get-pep-now/>.
- C. Contractor must establish an SMS or other text messaging system to communicate appointment reminders and other information to clients receiving Navigation Services, provided clients have opted in to receive such messages.

3.8 Biomedical Prevention Services

Contractor must provide the following biomedical prevention services:

1. Pre-Exposure Prophylaxis (PrEP) Services:

Contractor must ensure 100% of individuals at high risk for HIV and STD infection who receive services are counseled, educated, linked and referred for PrEP.

2. Post-Exposure Prophylaxis (PEP):

Contractor must counsel and provide linkage to all clients indicating exposure to HIV within the last 72-hours for evaluation to PEP services, as appropriate.

3. Doxycycline Post-Exposure prophylaxis (DoxyPEP):

Contractor must counsel and provide linkage to all clients indicating exposure to syphilis, chlamydia, and gonorrhea within the last 72-hours for DoxyPEP services, as appropriate.

3.9 Re-engage in HIV Care Services:

Contractor will re-engage HIV-positive clients known to be out of medical care back into HIV medical care and treatment services.

3.10 Inform Clients of Partner Services:

Contractor will inform clients who test positive for HIV that DHSP PS is available.

3.11 Screen for Benefits:

Contractor must screen each client's eligibility for public and social services, including, but not limited to:

- a. health insurance navigation and enrollment;
- b. mental health and substance use services;
- c. housing;
- d. transportation;
- e. employment services; and
- f. other high impact HIV and STD prevention services

3.12 Vaccination Referrals:

Contractor must refer clients to their primary medical provider for the following vaccinations: Hepatitis A, Hepatitis B, Meningitis, and Human Papilloma Virus (HPV), and Mpox.

3.13 Reproductive Health Referrals:

Contractor must offer reproductive health referrals, as indicated.

3.14 Conduct Outreach to Communities at Risk for HIV and STDs:

Contractor must conduct outreach to communities at high risk for HIV and STD infection, with an emphasis on target populations listed under Section 1.0, above.

3.15 Compliance with Reporting Requirements:

3.15.1 Contractor will comply with all DHSP data reporting requirements and all State HIV, STD, and hepatitis reporting requirements. Contractor must report all new HIV diagnoses utilizing the adult or pediatric report case form available using the following link within seven Days of a client's diagnosis:

<http://publichealth.lacounty.gov/dhsp/ReportCase.htm>.

3.15.2 Contractor must ensure that each client completes and signs a DHSP-approved consent form (for confidential testing) and maintain in the client's file in accordance with the California Code of Regulations.

- i. The consent form will also include a commitment by the client for the collection of a second specimen (serum or oral fluid) for individuals testing preliminary positive.

3.16 Compliance with Applicable Laws and Regulations

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

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

3.16.3 Contractor must participate in the MMP, which provides critical information to the CDC and DHSP on the health status and provision of medical services to HIV positive clients in LAC. More information on the MMP is found here: <https://www.cdc.gov/hiv-data/mmp/index.html>

3.17 Maintain Client Health Records

Contractor must maintain adequate health records on each individual client which must be current and detailed, consistent with good medical and professional practice, and in accordance with the California Code of Regulations.

- A. All records must be maintained, accessed, and disclosed in accordance with applicable State and federal confidentiality rules, including the Health Insurance Portability Accountability Act (HIPAA).
- B. Records must include, but not be limited to progress notes and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.
- C. All clinical and health services records must be in a medical record (medical chart) and/or an electronic health record (medical record in digital format).

3.18 Clinic Operational Manual

Contractor must develop, implement, and revise, as necessary, a standardized administrative procedures and operational protocols manual for its program. The manual must include, but not be limited to, mandatory policies, procedures, protocols, and standards of care related to referrals, and coordination of care with other providers for the provision of:

- a. Mental health care
- b. Substance use disorder treatment
- c. Emergency medical services
- d. Pharmaceutical patient assistance programs
- e. Gender affirming care specialists.

3.19 Reports

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

Attachment III

Category 3: High Impact Prevention Programs (HIPP)

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High Impact Prevention Programs

1.0 DESCRIPTION

High Impact Prevention Programs (HIPP) are intended to supplement Clinic-Based and Non-Clinic-Based Prevention Services.

Contractor can select up to two of the following prevention supportive services to enhance prevention activities conducted as a part of Clinic-Based Services or Non-Clinic-Based Services:

1. **Social connectedness:** Facilitate social gatherings or events that promote interpersonal communication and encourage relationship building.
2. **Job skills development/job training:** Conduct job skills development and training sessions to equip individuals with essential skills for the workforce.
3. **Financial literacy:** Educate individuals on financial literacy to help them understand and manage their finances effectively.
4. **Educational/English as a Second Language classes:** Teach educational classes, including English as a Second Language, to enhance language proficiency and learning opportunities.
5. **Contingency management:** Implement contingency management strategies to motivate positive behavior changes.
6. **Emergency Housing/hotel vouchers:** Distribute emergency housing and/or hotel vouchers to provide immediate shelter for individuals in crisis situations.

Services must be provided in a location (with drop-in service) that is convenient to the targeted population(s). Services must target individuals at high risk for STD and/or HIV infection in LAC, with an emphasis on the following target populations:

- African American and Latinx men who have sex with men (MSM) with emphasis on young men who have sex with men (YMSM);
- Transgender persons with emphasis on transgender women;
- Cis-gender women experiencing homelessness, who use/inject drugs, or have experienced intimate partner violence;
- Persons who use/inject drugs (PWUID) with emphasis on opioids and/or stimulants; and
- Youth and Young Adults (under 30 years of age).

1.1 DHSP Program Goals and Objectives

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

Table 1

PRIMARY GOAL:	Prevent new HIV and STD infections to address persistent disparities among populations most affected by HIV and STDs.
PROGRAM GOALS:	Decrease new HIV and STD infections among the target populations.
PROGRAM OBJECTIVES:	<ol style="list-style-type: none">1. Increase access to HIV and STD prevention programs among priority populations.2. Provide supportive services to increase engagement and adherence to HIV and STD prevention.3. Engage priority populations utilizing innovative strategies to increase linkage and adherence to biomedical prevention services.

2.0 RESPONSIBILITIES

CONTRACTOR REQUIREMENTS

2.1 Contractor must:

2.1.1 Provide the start date, a description of each social support service, and the target population served by each social service.

2.2 Personnel

2.2.1 Prevention Services Program Coordinator (PC):

A. Contractor will have one PC to oversee the implementation of Contractor's HIPP.

B. Responsibilities of the PC include, but are not limited to:

1. Manage day-to-day operations, ensuring the delivery of services of HIPP such as linkage to care, case management, mental health support, and emergency housing;
2. Work with populations at high risk, including MSM, youth, transgender women, cisgender women, and people who inject drugs, with a focus on addressing methamphetamine use;
3. Foster partnerships with local agencies;
4. Track program outcomes; and

5. Supervise program staff.
- C. Minimum Qualifications:
1. Bachelor's degree in public health, social work, or related field.
 2. At least two years of experience in health or social service programs, especially related to HIV/STD prevention.
 3. Familiarity with HIPP interventions and case management systems.
 4. Strong communication and data management skills.
- D. Desired Qualifications:
1. Master's degree in public health, social work, or related field.
 2. Cultural competence in working with marginalized populations (e.g., Men Who Have Sex with Men (MSM), transgender individuals, PWUID).
 3. Empathy, non-judgmental approach, and trauma-informed care skills.
 4. Leadership and teamwork abilities with strong organizational and problem-solving skills.
 5. Commitment to reducing health disparities and stigma around HIV and substance use.

2.2.2 Prevention Services Health Educator (HE):

- A. Contractor will have at least one HE responsible for creating and implementing health education materials, resources, and curricula that are up to date with the latest scientific research and best practices and tailored to the needs of HIPP target populations.
- B. Responsibilities of the HE includes but are not limited to:
1. Evaluate community factors to identify needs related to HIV/STD prevention;
 2. Plan and prioritize HIV/STD education programs in collaboration with local communities;
 3. Collaborate with community organizations and healthcare providers to address HIV/STD risks;
 4. Deliver HIV/STD prevention education through various methods and activities;
 5. Build relationships with community leaders and stakeholders to support health programs;
 6. Assess program outcomes and adjust strategies based on client feedback;

7. Review and update educational materials for accessibility and effectiveness; and
8. Provide input on health education priorities and program development.

C. Minimum Qualifications:

1. High School Diploma (or GED equivalent); AND
2. At least one-two years of experience in health education, public health, or a related field.

D. Desired Qualifications:

1. Bachelor's or master's degree in public health, health education, social work, or a related field.
2. Demonstrated understanding of PrEP, PEP, and DoxyPEP and strong socio-cultural identification with one or more of the target populations.
3. Comprehensive understanding of HIV/AIDS and STDs, including transmission, prevention strategies, treatment options, and related public health issues.

3.0 SPECIFIC WORK REQUIREMENTS

Contractor must provide the following:

3.1 Holistic Approach to Services:

Contractor must leverage opportunities and collaborate with other community partners in order to provide comprehensive, holistic services to the community, including:

- 3.1.1 Collaborating with local health organizations, including clinics, hospitals, and public health agencies, to ensure access to medical care and HIV/STD prevention services.
- 3.1.2 Partnering with social service agencies to address client needs related to housing, employment, food security, and legal assistance.
- 3.1.3 Coordinating with mental health and substance use treatment providers to connect clients to behavioral health services as necessary.
- 3.1.4 Engaging with advocacy and support groups to provide clients with social support, educational resources, and empowerment services.

- 3.1.5 Ensuring seamless referrals and linkages across partners to ensure clients receive integrated, wraparound services that support their overall health and well-being.

3.2 Community Advisory Board (CAB) Duties:

- 3.2.1 Contractor will recruit and maintain a CAB whose membership complies with the following requirements:
 - a. Five to eight community members elected or appointed to the CAB, two of which must be designated as co-chairs who will serve for a minimum period of one year;
 - b. Must reside in Los Angeles County;
 - c. A majority must be people who are reflective of the community the proposed program is intended to serve; and
 - d. Must attend at least 75% of the meetings scheduled over the course of the year.
- 3.2.2 Staffing: Contractor will ensure that the CAB is fully supported by individuals able to provide administrative and technical support to CAB members during and between meetings.
- 3.2.3 Scheduling, Promotion, and Meeting Requirements: Contractor will schedule and announce CAB meetings (i.e., email newsletters, social media posting, flyers, etc.) as directed by CAB co-chairs, but no less than four times per year. Meetings will be conducted either virtually or in-person, based on the preferences of the CAB and the needs of the community.
- 3.2.4 Documenting Activities and Meetings: Contractor must maintain materials documenting CAB activities and meetings. Documentation must include, but not be limited to:
 - a. CAB membership;
 - b. Dated meetings;
 - c. Dated minutes;
 - d. A review of CAB's bylaws, or an acceptable equivalent.
- 3.2.5 The CAB must meet at least once per quarter to implement and establish the following:
 - a. Satisfaction survey tool;
 - b. Focus groups with analysis and use of documented results in informing Prevention Services to clients;
 - c. Public meeting with analysis and use of documented results in informing Prevention Services to clients;

- d. Maintain visible suggestion box; and/or
- e. Other client input mechanism.

3.2.6 Dissemination of Minutes and Other Documents: Contractor's CAB support staff will disseminate CAB and subcommittee meeting minutes, any reports and all recommendations within seven business days of each respective meeting to:

- a. Co-chairs;
- b. CAB members;
- c. Contractor's Executive Director and staff, as directed; and
- d. Director of DHSP, or designee.

3.2.7 Contractor/CAB Ongoing Collaboration Requirements: Contractor will collaborate and consult on an ongoing, consistent basis with the CAB to inform and improve intervention(s).

3.3 Utilizing Technology:

Contractor will utilize social and digital media currently used by clients as part of its outreach and engagement efforts, as needed. Such technologies include, but are not limited to social media, smart phone and/or internet apps, online dating sites, chat rooms, gaming (behavior change focused) sites, texting, etc.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Click or tap here to enter text.Contract No Click or tap here to enter text.**GENERAL INFORMATION:**

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: Click or tap here to enter text.PRINTED NAME: Click or tap here to enter text.POSITION: Click or tap here to enter text.

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATIONClick or tap here to enter text.

Company Name

Click or tap here to enter text.

Address

Click or tap here to enter text.

Internal Revenue Service Employer Identification Number

Click or tap here to enter text.

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature: _____

Date: Click or tap here to enter text.Printed Name: Click or tap here to enter text.Title: Click or tap here to enter text.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

COUNTY'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

COUNTY'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

COUNTY'S PROJECT MANAGER:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

COUNTY'S PROJECT MONITOR:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

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

CONTRACT NO. Click or tap here to enter text.

CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

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

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

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

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

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

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

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

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program must:

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

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

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

The Contractor's Privacy Program must include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

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

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

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

7. SUBCONTRACTORS AND THIRD PARTIES

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

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

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

10. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

12. ACCESS CONTROL

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

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

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

13. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Sascha Schleumer
Departmental Information Security Officer
Address
City, State Zip
Telephone
Email address: sschleumer@ph.lacounty.gov

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

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

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

14. NON-EXCLUSIVE EQUITABLE REMEDY

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

15. AUDIT AND INSPECTION

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

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

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

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

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

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

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

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

A. Respectful Treatment

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

B. Competent, High-Quality Care

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

C. Make Treatment Decisions

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

D. Confidentiality and Privacy

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

E. Billing Information and Assistance

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

F. Patient/Client Responsibilities

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

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

For More Help or Information

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

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

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

INTRODUCTION

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

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

POLICY

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

IMPLEMENTATION GUIDELINES

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

Exhibits

- i) Proposer's Submission Checklist
- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) **INTENTIONALLY OMITTED**
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Minimum Mandatory Requirements
- 6A) Eligibility to Bill Third-party Payers
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) **INTENTIONALLY OMITTED**
- 11) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 12) Prevention Services Proposer Capacity
- 13) Declaration

REQUIRED FORMS – EXHIBIT i

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 i - Attachment A.

PROPOSER’S FULL LEGAL ENTITY NAME:

RFP Reference	RFP Requirement	Submitted?
PROPOSAL SUBMISSION		
Section 8.6.1	Proposer submitted one electronic copy of the entire proposal in searchable Adobe Acrobat or Portable Document format (PDF), with no security provisions?	<input type="checkbox"/> Yes
PROPOSAL FORMAT		
Section 8.4.1	Proposer’s Title Page	<input type="checkbox"/> Yes
Section 8.4.2	Cover Letter	<input type="checkbox"/> Yes
Section 8.4.3	Table of Contents	<input type="checkbox"/> Yes
PROPOSER’S QUALIFICATIONS (SECTION A)		
Section 8.4.4	Proposer’s Affidavit of Adherence to Minimum Mandatory Qualifications (Section A.1)	
	Exhibit 6 – Minimum Mandatory Requirements	<input type="checkbox"/> Yes
	Exhibit 6A – Eligibility to Bill Third-party Payers	<input type="checkbox"/> Yes
	Proposer’s List of Reference (Section A.2)	
	Exhibit 8 – List of References	<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 FULL LEGAL ENTITY NAME:		
	Proposer's Financial Capability (Section A.4)	
	Copies of the company's annual financial statements issued for the last three years.	<input type="checkbox"/> Yes
	Proposer's Pending Litigation and Judgments (Section A.5)	
	Statement describing the size and scope of any pending or threatening litigation against the Proposer or a statement verifying Proposer has no pending litigations or judgments.	<input type="checkbox"/> Yes
PROPOSAL REQUIRED FORMS AND CORPORATE DOCUMENTS (SECTION B)		
Section 8.4.5	Proposal Required Forms (Section 8.4.5.1)	
	Exhibit i – Proposer's Submission Checklist	<input type="checkbox"/> Yes
	Exhibit 1 – Organization Questionnaire/Affidavit	<input type="checkbox"/> Yes
	Exhibit 2 – Certification of Compliance	<input type="checkbox"/> Yes
	Exhibit 5 – Community Business Enterprise (CBE) Information	<input type="checkbox"/> Yes
	Exhibit 7 – List of Public Entities	<input type="checkbox"/> Yes
	Exhibit 9 – Contribution and Agent Declaration Form	<input type="checkbox"/> Yes
	Exhibit 11 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)	<input type="checkbox"/> Yes
	Exhibit 12 – Prevention Services Proposer Capacity	<input type="checkbox"/> Yes
	Exhibit 13 – Declaration	<input type="checkbox"/> Yes
	Corporate Documents (Section 8.4.5.2)	

PROPOSER'S FULL LEGAL ENTITY NAME:		
	<p>Proposer's 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>	<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>
PROPOSER'S BACKGROUND AND EXPERIENCE (SECTION C)		
Section 8.4.6.1	<p>Proposer's Background and Experience (Page limit: 3 pages)</p> <p>Completed tables in Appendix E (Prevention Services Proposer Capacity Form)</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p>
PROPOSER'S APPROACH TO PROVIDING REQUIRED SERVICES (SECTION D)		
Section 8.4.6.2	<p>Proposer's Approach to Providing Required Services (Page limit: 10 pages for each category)</p>	<p><input type="checkbox"/> Yes</p>
PROPOSER'S STAFFING PLAN (SECTION E)		
Section 8.4.6.3	<p>Organizational Chart (Page limit: No page limit)</p>	<p><input type="checkbox"/> Yes</p>

REQUIRED FORMS – EXHIBIT i – 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 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer Name:	County Webven Number:
Address:	
Telephone Number:	Email:
Internal Revenue Service Employer Identification Number:	California Business License Number:

1	<p>Select the option that best defines 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 of Incorporation: 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 DBA's?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name:</p> <p>Country of Registration:</p> <p>Year became DBA:</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 under 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>Year(s) of Name Change:</p>

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	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.	<p>Name: Title: Phone: Email:</p> <p>Name: Title: Phone: Email:</p> <p>Name: Title: Phone: Email:</p>

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified 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) Click or tap here to enter text.	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/START Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
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 3

REQUEST FOR PREFERENCE CONSIDERATION – INTENTIONALLY OMITTED

REQUIRED FORMS – EXHIBIT 4
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	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Instructions for Completing Exhibit 5 - CBE Form

Proposer must submit Exhibit 5 - Community Business Enterprise (CBE) Information form in Excel format.

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 will be at the Director's sole judgment and their judgment will be final.

**REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

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 6

MINIMUM MANDATORY REQUIREMENTS

Proposer must demonstrate its ability to meet **each** of the Proposer's Minimum Mandatory Requirements (MMR) outlined in Section 4 of the RFP **by the date on which proposals are due**. Proposer should document all relative experience and qualifications to demonstrate compliance with the MMRs. Proposer acknowledges and certifies that it meets and will comply with the MMRs stated in Section 4 of the RFP, as listed below. Subcontractor(s) and/or consultant(s) may not be used to meet any of the Proposer's MMRs.

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.*

Comprehensive HIV and STD Prevention Services are comprised of the following three categories:

Category 1: Clinic-Based Prevention Services

Category 2: Non-Clinic-Based Prevention Services

Category 3: High Impact Prevention Programs (HIPP)

Note: Proposers are permitted to apply for any or all service categories outlined in this RFP.

Proposer is applying for the following service category(ies). Check the appropriate box(es):

- Clinic-Based Prevention Services, or
- Non-Clinic-Based Prevention Services
- HIPP *(Have applied for Category 1 or 2 in order to be eligible to apply for Category 3)*

RFP Section	PROPOSER'S MINIMUM MANDATORY REQUIREMENTS
Section 4.1	MMRs for all Categories:
1.	<p>Unresolved Disallowed Costs: 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 \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of 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 whether Proposers have unresolved disallowed costs.</p>
	<p>Check the appropriate box:</p> <ul style="list-style-type: none"><input type="checkbox"/> Proposer does not have any unresolved disallowed costs as explained above.<input type="checkbox"/> Proposer has unresolved disallowed costs as explained above.

RFP Section	PROPOSER'S MINIMUM MANDATORY REQUIREMENTS
Section 4.2	Additional MMR for Category 1 (Clinic-Based Prevention Services)
<p>1. Experience: Proposer must have diagnosed no less than 40 new HIV positive individuals over the last three years. Proposer must provide a signed attestation confirming compliance with this requirement. DHSP will independently verify compliance through a surveillance report.</p>	
<p>Check the appropriate box:</p> <p><input type="checkbox"/> Yes. Proposer meets the experience requirement stated above and submitted attestation.</p> <p><input type="checkbox"/> No. Proposer does not meet the experience requirement stated above.</p>	
<p>2. Eligibility to Bill Third-party Payer: Proposer must have evidence of eligibility to bill any third-party payer sources (including public/private plans, such as those provided through Covered California, Medicare, or private plans). Proposers must submit Exhibit 6A, Eligibility to Bill Third-party Payers and supporting documents as evidence of the eligibility and ability to bill third-party payers, including, but not limited to copies of designation letters from contracts with various health plans, and/or Individual Practice Associations or Individual Practice Agreements indicating which health plans providers are participating in.</p>	
<p>Check the appropriate box:</p> <p><input type="checkbox"/> Yes. Proposer meets the requirement stated above and submitted Exhibit 6A and supporting documentation.</p> <p><input type="checkbox"/> No. Proposer does not meet the requirement stated above.</p>	
<p>3. Medi-Cal Certification: Proposer must be Medi-Cal certified and submit evidence of current and valid Medi-Cal certification.</p>	
<p>Check the appropriate box:</p> <p><input type="checkbox"/> Yes. Proposer meets the experience requirement stated above and submitted evidence of current and valid Medi-Cal certification.</p> <p><input type="checkbox"/> No. Proposer does not meet the experience requirement stated above.</p>	
<p>4. Licensed Medical Clinic: Proposer must be a licensed medical clinic(s) located in Los Angeles County (LAC) approved by Public Health's Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health. Proposer must submit a copy of current and valid license per medical clinic site(s) proposed.</p>	
<p>Check the appropriate box:</p> <p><input type="checkbox"/> Yes. Proposer meets the experience requirement stated above and submitted a copy of current and valid license per medical clinic site(s) proposed.</p> <p><input type="checkbox"/> No. Proposer does not meet the experience requirement stated above.</p>	
<p>Indicate medical clinic site(s) proposed and submitted a copy of current and valid license per site: (add additional lines as necessary):</p> <p>Address: _____ License attached: <input type="checkbox"/> <u>Yes</u> / <input type="checkbox"/> <u>No</u></p> <p>Address: _____ License attached: <input type="checkbox"/> <u>Yes</u> / <input type="checkbox"/> <u>No</u></p> <p>Address: _____ License attached: <input type="checkbox"/> <u>Yes</u> / <input type="checkbox"/> <u>No</u></p>	
<p>5. Certified PrEP Assistance Program:</p> <p>Option 1:</p> <p>Proposer must be a certified State of California Office of AIDS PrEP Assistance Program (PrEP-AP) provider and enrollment site.</p> <p>Acceptable proof can include one of the following:</p> <p>a. Current Certification: A copy of the certification document or letter from the California Office of AIDS indicating that the proposer is a certified PrEP-AP provider.</p> <p>b. Proof of Enrollment Site Status: Documentation showing that the site is recognized as a PrEP enrollment site, such as correspondence or official designation from the Office of AIDS.</p> <p>Option 2:</p>	

Must have applied to be certified for State of California Office of AIDS PrEP Assistance Program (PrEP-AP) provider and enrollment site and provide the following:

- i. Any confirmation or acknowledgment received from the California Office of AIDS; and
- ii. A timeline or plan detailing the steps to achieve certification, including any communication with the California Office of AIDS related to the application process.

Check the appropriate box:

- Yes.** Proposer meets the requirement for Option 1 or Option 2 stated above and submitted documentation.
- No.** Proposer does not meet the requirement stated above.

6. **Certified Clinical Laboratory Improvement Act (CLIA) Provider:** Proposer must submit a Quality Assurance (QA) Plan and a California issued certificate indicating clinic site(s) is/are CLIA certified.

Check the appropriate box:

- Yes.** Proposer submitted QA Plan and CLIA certification.
- No.** Proposer does not meet the experience requirement stated above.

7. **Licensed Medical Provider:** Proposer must have on staff a minimum of one individual with an active and unrestricted medical license issued by the Medical Board of California to provide medical oversight, patient care, and prescriptions for patients.

Check the appropriate box:

- Yes.** Proposer meets the experience requirement stated above and has a Licensed Medical Provider on staff and attached evidence of license.
- No.** Proposer does not meet the experience requirement stated above.

Section 4.3 Additional MMR for Category 2 (Non-Clinic-Based Prevention Services)

1. **Experience:** Proposer must have a minimum of three years of experience, within the last five years, providing HIV services to populations at high risk for acquiring and transmitting HIV and/or STDs.

Check the appropriate box:

Yes. Proposer meets the experience requirement stated above.

No. Proposer does not meet the experience requirement stated above.

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.)

Indicate Years of Experience from _____ to _____
mm/yr mm/yr

Empty box for providing experience details.

2. **Service Delivery Site:** Proposer must have a brick-and-mortar location that is considered a community site to perform Non-Clinic Based Prevention Services under this category (as opposed to a medical clinic, STD clinic, etc.) that meets the following criteria:
1. Located within LAC;
 2. Compliant with the Americans with Disabilities Act (ADA); and
 3. Includes a private testing room.

Check the appropriate box:

- Yes.** Proposer meets the requirement stated above and submitted attestation.
- 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:** _____

3. **Eligibility to Bill Third-party Payer:** Proposer must have evidence of eligibility to bill any third-party payer sources (including public/private plans, such as those provided through Covered California, Medicare, or private plans). Proposers must submit Exhibit 6A, Eligibility to Bill Third-party Payers and supporting documents as evidence of the eligibility and ability to bill third-party payers, including, but not limited to copies of designation letters from contracts with various health plans, and/or Individual Practice Associations or Individual Practice Agreements indicating which health plans providers are participating in.

Check the appropriate box:

- Yes.** Proposer meets the requirement stated above and submitted Exhibit 6A and supporting documentation.
- No.** Proposer does not meet the requirement stated above.

Section 4.4	Additional MMR for Category 3 (HIPP)
<p>1. Applied for Category 1 – Clinic-Based Prevention Services or Category 2 – Non-Clinic-Based Prevention Services: Proposers seeking to provide HIPP services must have applied for either Category 1 or Category 2 to be eligible to apply for Category 3 – HIPP.</p>	
<p>Check the appropriate box:</p> <p><input type="checkbox"/> Yes. Proposer meets the experience requirement stated above and has applied for Category ____.</p> <p><input type="checkbox"/> No. Proposer does not meet the experience requirement stated above.</p>	
<p>2. Experience: Proposer must have a minimum of three years of experience, within the last five years, providing social support services to individuals in LAC at highest risk for acquiring and/or transmitting HIV and STDs with an emphasis on one or more of the following target populations:</p> <ul style="list-style-type: none"> a. African American and Latinx MSM with emphasis on YMSM; b. Transgender persons with emphasis on transgender women; c. Cis-gender women experiencing homelessness, who use/inject drugs, or have experienced intimate partner violence; d. Persons who use/inject drugs, particularly opioids and/or stimulants; or e. Youth and young adults (under 30 years of age). <p>As evidence of experience, Proposers must provide the dates, a description of each social support service, number of unduplicated individuals served, and the target population served by each social service to demonstrate compliance with this requirement.</p>	
<p>Check the appropriate box:</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 _____</p> <p style="text-align: center;">mm/yr mm/yr</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 will be at Public Health Director's sole judgment, which will be final.

REQUIRED FORMS – EXHIBIT 6A

Eligibility to Bill Third-party Payers

Proposer Name: _____

Instructions:

List all third party-payer sources with whom Proposer has agreements and ability to bill. Submit this form, along with supporting documentation such as copies of designation letters, contracts with health plans, and/or Individual Practice Associations or Individual Practice Agreements, as evidence of the eligibility and ability to bill third-party payers.

Health Plan Name	Supporting Documentation Attached (Yes/No)
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No

Certification

I, the undersigned, certify that the information provided above is accurate and complete. I understand that failure to provide accurate information or submit appropriate evidence may result in disqualification.

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Proposer's Name: _____

Provide all public entity contracts for the last three years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES

AGENCY/DEPT: _____
SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____
Customize according to Solicitation/MMRs:

AGENCY/DEPT: _____
SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____
Customize according to Solicitation/MMRs:

AGENCY/DEPT: _____
SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____
Customize according to Solicitation/MMRs:

AGENCY/DEPT: _____
SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____
Customize according to Solicitation/MMRs:

AGENCY/DEPT: _____
SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____
Customize according to Solicitation/MMRs:

AGENCY/DEPT: _____
SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____
Customize according to Solicitation/MMRs:

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name: _____

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. Proposer must provide five references which the same or similar scope of services was provided.

It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

REFERENCES	
REFERENCE 4	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
REFERENCE 5	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. **COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months:
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.
 - a) Parent(s):
 - b) Subsidiaries:
 - c) Related Business Entities:
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 10
PRICING SCHEDULE – INTENTIONALLY OMITTED

REQUIRED FORMS – EXHIBIT 11

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 Master Agreement, 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 Nonprocurement Programs.

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.

REQUIRED FORMS – EXHIBIT 12

Prevention Services Proposer Capacity

Proposer Name		Choose an item.
<i>Provide your clinic's Baseline Capacity for the following areas:</i>		
HIV/STD Testing & Diagnostic Capacity	<u>Within the last 12 months:</u>	
	Number of HIV tests	
	Number of clients that tested positive for HIV	
	Number of STDs tests (including chlamydia, gonorrhea, syphilis)	
	Number of clients that tested positive for all STDs	
	Number of Mpox tests	
	Number of clients that tested positive for Mpox	
	Number of Hepatitis C tests	
	Number of clients tested positive for Hepatitis C	
HIV/STD Biomedical Prevention Coverage Capacity	<u>Within the last 12 months:</u>	
	Number of clients prescribed PrEP (oral or injectable)	
	Number of clients prescribed HIV PEP	
	Number of clients prescribed DoxyPEP	
HIV Linkage to Care	Percentage of clients whose first-ever HIV diagnosis was made by the clinic between December 1 of the prior year and November 20	
	Percentage of these clients seen within 30 days of the first diagnosis	
Electronic Health Record Capability	Is Electronic Medical Record utilized for medical care? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If yes, provide name of software</i>		
Telehealth Capability	Does your clinic provide telemedicine services? <input type="checkbox"/> Yes <input type="checkbox"/> No	

REQUIRED FORMS – EXHIBIT 12

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-12 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

APPENDIX C, D

Appendix

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder 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 Mandatory Requirements**
- Application of **Business Requirements**
- Application of **Evaluation Criteria**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ Title: _____

For County use only	
Date SRR Request 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

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <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 D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.

COMPREHENSIVE HIV AND STD PREVENTION SERVICES IN LOS ANGELES COUNTY

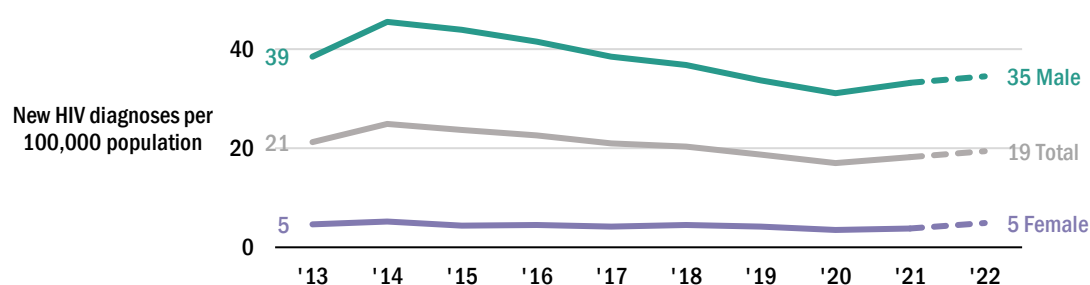
Epidemiology of the Syndemics in Los Angeles County

The Department of Public Health (Public Health), Division of HIV and STD Programs (DHSP) is charged with developing and managing public health surveillance and programmatic response to HIV and Sexually Transmitted Diseases (STDs) in Los Angeles County (LAC).

HIV key epidemiological data points¹:

- At the end of 2021, an estimated 59,300 (95% confidence interval [CI]: 57,500 – 61,200) persons aged 13 years and older were living with HIV in LAC; of those, 6,800 (95% CI: 4,900 – 8,600) were unaware of their infection. During the same time period, there were approximately 1,400 (95% CI: 900 - 1,900) incident cases of HIV; these estimated new HIV infections may or may not have been diagnosed in the same year of HIV acquisition.
- As of year-end 2023 there were 51,778 persons living with diagnosed HIV (PLWDH) in LAC aged 13 years and older.
- In 2022, 1,641 persons aged 13 years and older were newly diagnosed with HIV.
- Over the past decade, there has been a decline in HIV diagnosis rates among males, while rates among females have remained stable (Figure 1).

Figure 1: HIV diagnoses rates by sex² among persons aged ≥ 13 years, LAC 2013- 2022³

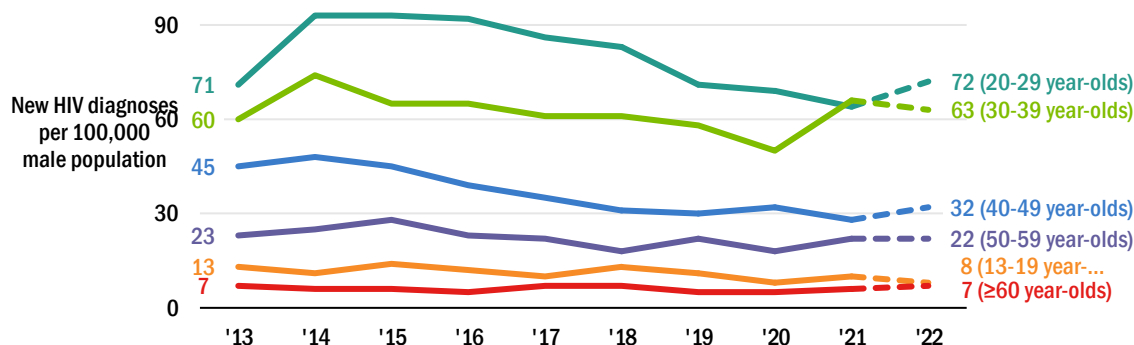


- Over the past decade, HIV diagnosis rates among 20–29-year-old and 30–39-year-old males remained much higher than the average for all males. While 20–29-year-old males experience the highest HIV diagnosis rates, rates among 20–29-year-old and 30–39-year-old males are converging in recent years (Figure 2).

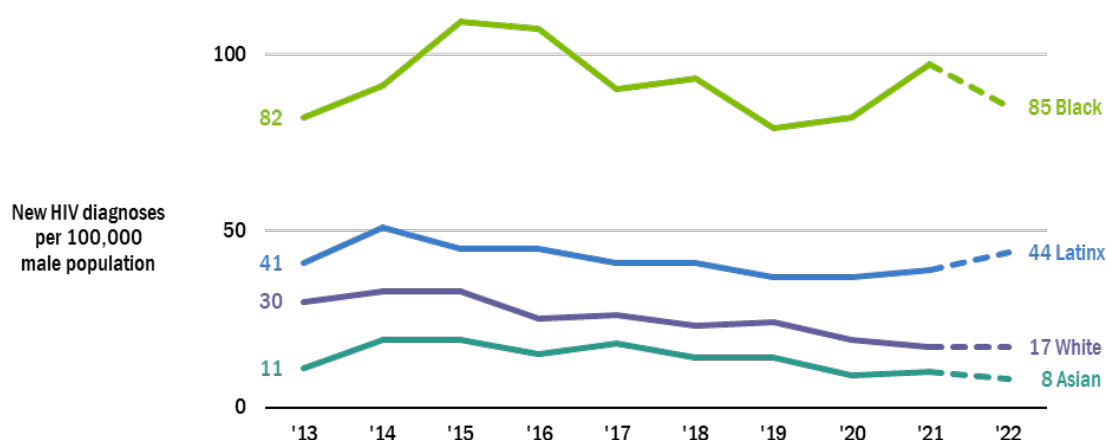
¹Division of HIV and STD Programs, Department of Public Health, County of Los Angeles. HIV Surveillance Annual Report, 2023. Pending publication <http://publichealth.lacounty.gov/dhsp/Reports.htm>.

² Rates are presented by sex at birth due to the unavailability of population size estimates in LAC by gender categories.

³ Due to reporting delay, 2022 HIV diagnosis data are provisional as indicated by the dashed line.

Figure 2: HIV diagnosis rates among males aged ≥ 13 years by age group, LAC 2013-2022⁴

- While Latinx persons represent the most HIV diagnoses by race/ethnic groups (59% of new diagnoses in 2022), Blacks continue to have the highest rates of HIV diagnosis.
- Over the past decade, HIV diagnosis rates have markedly declined among White males, while rates among Black and Latinx males have slightly increased in recent years (Figure 3).

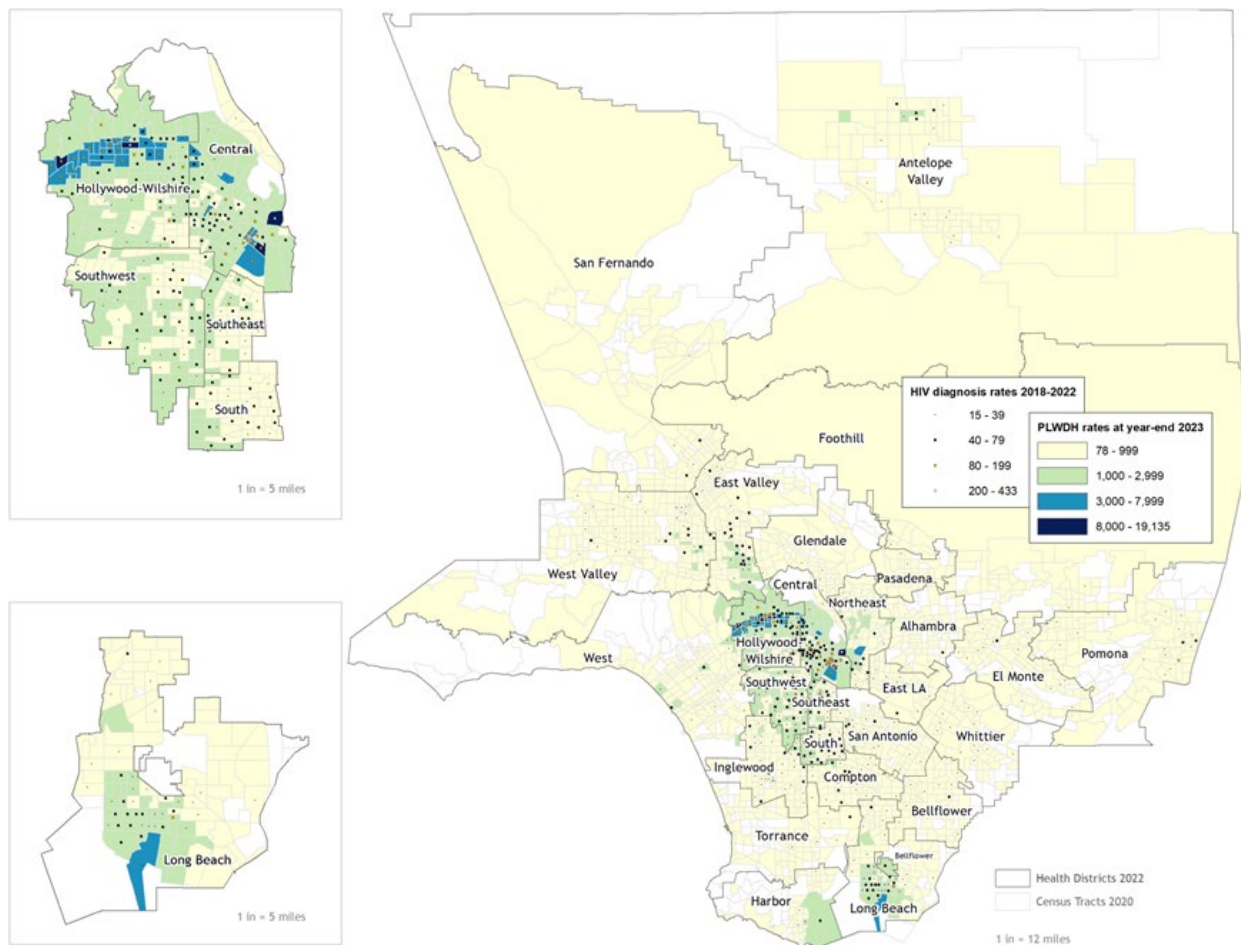
Figure 3: HIV diagnosis rates among males aged ≥ 13 years by race/ethnicity, LAC 2013-2022⁵

⁴ Due to reporting delay, 2022 HIV diagnosis data are provisional as indicated by the dashed line.

⁵ Native Hawaiian and Pacific Islanders (NHPI) and American Indians and Alaska Natives (AIAN) were not included in the analysis due to small numbers, while persons of multiple race/ethnicities were not included due to lack of denominator data to calculate rates. In 2022, NHPI, AIAN, and multi-racial persons represented 0.5%, 0.3%, and 1.8% of males newly diagnosed with HIV, respectively.

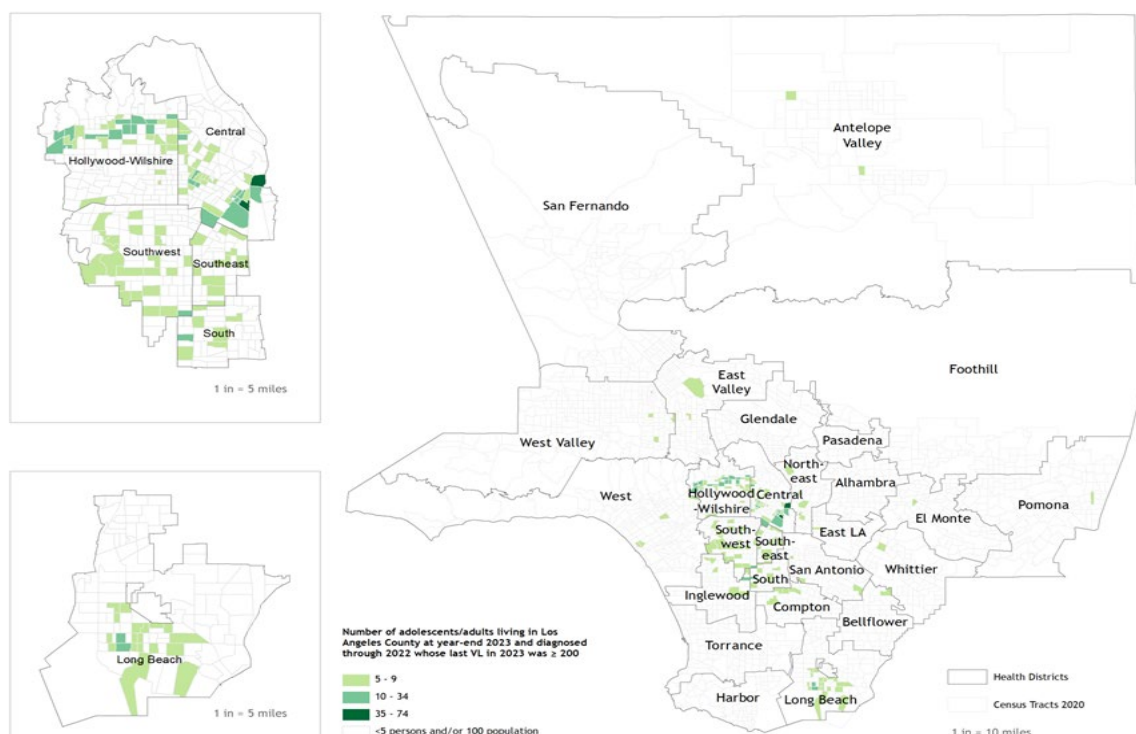
- While underlying population data are not available by gender identity in LAC, HIV biobehavioral surveys in LAC confirm that transgender (TG) women had the highest HIV positivity rate (1 in 3 were HIV-positive) compared with other populations at elevated risk for HIV. Black TG women had the highest HIV positivity rate (52%) compared with Latinx (30%) and White (9%) TG women.
- As shown in Figure 4, the highest rates both of new HIV diagnoses and PLWDH occur in the central and southern regions of LAC.

Figure 4: Geographic distribution of rates per 100K population for PLWDH aged ≥ 13 years at year-end 2023 and persons newly diagnosed with HIV in 2018-2022, LAC.



- Census tracts located in the Central and Hollywood-Wilshire Health Districts have the highest levels of unsuppressed viral load among PLWDH. Other emerging hotspots of transmission that require close monitoring are in the Southwest, Southeast, South, and Long Beach Health Districts. These are locations where a robust public health response is needed to identify networks of ongoing transmission and deploy rapid interventions to minimize transmission (see Figure 5).

Figure 5: Unsuppressed viral load by census tract among persons aged ≥ 13 years diagnosed through 2022 and living in LAC at year-end 2023 (N=1,338), LAC 2023⁶



STD key epidemiological data points⁷:

- Over the past 10 years, LAC has observed a steep rise in STDs with rates increasing most for congenital syphilis (22.0-fold) followed by syphilis (2.8-fold), gonorrhea (2.2-fold), and chlamydia (1.2-fold). In 2022, a total of 90,051 STD cases were reported to Public Health. Chlamydia accounted for more than half of the reported cases (59%), followed by gonorrhea (29%) and syphilis (11%). Fifty-five percent of all syphilis cases were early syphilis.
- In 2022, the overall rate of newly reported early syphilis cases in LAC was 61 per 100,000 (5,561 cases). Rates among males were almost 6 times greater

⁶ Unsuppressed viral load: numerator includes PLWDH whose last VL test in 2023 was unsuppressed (HIV-1 RNA ≥ 200 copies/mL); denominator includes PLWDH diagnosed through 2022 and living in LAC at year-end 2023 based on most recent residence. PLWDH without a VL test in 2023 were considered virally unsuppressed. Analysis excludes PLWDH diagnosed through 2022 and living at year-end 2023 who (1) had missing census tract information, (2) were receiving care but never had a viral load test, (3) were not receiving care for >12 months at year-end 2023, or (4) were in census tracts with small sample sizes (<5 persons with unsuppressed viral load or population size <500 persons). Exclusions represented 73% of PLWDH diagnosed through 2022 and living in 2023 whose last viral load was unsuppressed. Sources: County of Los Angeles, Internal Services Department Enterprise GIS Section. 2023. 2020 Census Tracts. County of Los Angeles, California, Enterprise GIS Repository. Accessed 03/01/2024. <https://egis-lacounty.hub.arcgis.com/datasets/lacounty::2020-census-tracts-4/about>; County of Los Angeles, Department of Public Health. 2022. Health Districts 2022 (view). County of Los Angeles, California, Enterprise GIS Repository. Accessed 03/21/2023. <https://egis-lacounty.hub.arcgis.com/datasets/health-districts-2022-view/>.

⁷Division of HIV and STD Programs, Department of Public Health, County of Los Angeles. Sexually Transmitted Infections, 2022. http://www.publichealth.lacounty.gov/dhsp/Reports/2022_STI_Snapshot_LAC_only_03.05.24_final.pdf
Comprehensive HIV and STD Prevention Services (Prevention Services).
RFP #2024-014

than females (101 vs. 17 per 100,000, respectively). However, rates in females increased nearly 7-fold from 2013 to 2022 compared with a 2-fold increase among males.

- A total of 136 cases of congenital syphilis were reported in 2022, reflecting a rate of 153 cases per 100,000 live births. Since 2013, reported congenital syphilis cases have increased more than 17-fold. Latinx represented more than half of all congenital syphilis birthing parents (64%) while Blacks, Whites and Other racial/ethnic groups represented 19%, 11% and 4% of birthing parents, respectively.
- In 2022, 26,334 gonorrhea cases were reported in LAC, reflecting a rate of 287 per 100,000. Rates among males were almost three times greater than rates among females in 2022 (426 vs. 145 per 100,000, respectively).
- In 2022, 53,565 chlamydia cases were reported in LAC, reflecting a case rate of 583 per 100,000. Rates among females were 1.2 times greater than males (636 vs. 522 per 100,000).

Syndemic data points:

- STDs and HIV affect many of the same people and populations. Among men who have sex with other men diagnosed with early syphilis in LAC in 2021, 52% were coinfecting with HIV before or within 30 days of their syphilis diagnosis.
- LAC is in the midst of an affordable housing crisis, and 71,000 Angelenos are homeless on any given night. Housing instability is a significant barrier to HIV care and treatment. In a representative sample of PLWDH, approximately 1 in 4 reported needing shelter or housing assistance. Among those who reported needing shelter or housing assistance, 1 in 3 did not receive it.

Utilization of Molecular Surveillance to understand recent HIV transmission:

- In 2022, DHSP utilized genotype test results to identify clusters where recent and rapid HIV transmission was occurring. Persons in these clusters were more likely to reside in South, East, or South Bay SPAs.
- When a cluster is identified, it informs the delivery of services and interventions to minimize transmission in the social or sexual network and prioritize efforts to those who need them the most. However, only 50% of new HIV diagnoses receive a timely genotype test, indicating a need to improve completeness of genotype testing at initiation of HIV care.