DEPARTMENT OF PUBLIC HEALTH

INVITATION FOR BIDS (IFB)
FOR
LEGAL SERVICES FOR
RYAN WHITE PROGRAM (RWP) ELIGIBLE
PERSONS LIVING WITH HIV (PLWH)

IFB: #2018-008

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PREPARED BY:
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
CONTRACTS AND GRANTS DIVISION

INVITATION FOR BIDS (IFB)
LEGAL SERVICES FOR RYAN WHITE PROGRAM (RWP)
ELIGIBLE PERSONS LIVING WITH HIV

TABLE OF CONTENTS

SECTION **PAGE**

1.0 GENERAL INFORMATION 1

1.1 Purpose and Background 1

1.2 Overview of Solicitation Document 3

1.3 Terms and Definitions 5

1.4 Bidder's Minimum Mandatory Requirements 5

1.5 County's Rights and Responsibilities 5

1.6 Contract Term 6

1.7 Contract Rates 6

1.8 Days of Operation 6

1.9 Contact with County Personnel 6

1.10 Final Contract Award by the Board of Supervisors 7

1.11 Mandatory Requirement to Register on County's WebVen 7

1.12 County Option to Reject Bids or Cancel Solicitations 7

1.13 Protest Process 7

1.14 Notice to Bidders Regarding Public Records Act 8

1.15 Indemnification and Insurance 9

1.16 SPARTA Program (Intentionally Omitted) 9

1.17 Injury and Illness Prevention Program (IIPP) 9

1.18 Background and Security Investigations 9

1.19 Confidentiality and Independent Contractor Status 9

1.20 Conflict of Interest 10

1.21 Determination of Bidder Responsibility 10

1.22 Bidder Debarment 11

1.23 Bidder's Adherence to County Child Support Compliance Program..... 13

1.24 Gratuities 13

1.25 Notice to Bidders Regarding the County Lobbyist Ordinance..... 14

1.26 Federal Earned Income Credit..... 14

1.27 Consideration of GAIN/GROW Participants for Employment 14

1.28 County's Quality Assurance Plan 15

1.29 Recycled Bond Paper..... 15

1.30 Safely Surrendered Baby Law..... 15

1.31 Jury Service Program 15

1.32 Overview of County's Preference Programs..... 17

1.33 Local Small Business Enterprise (LSBE) Preference Program 17

1.34 Local Small Business Enterprise (LSBE) Prompt Payment Program ….18

1.35 Social Enterprise (SE) Preference Program ……18

1.36 Disabled Veteran Business Enterprise Preference (DVBE) Program ….19

1.37 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) ……19

1.38 Notification to County of Pending Acquisitions/Mergers by Bidding Company……20

1.39 Inadvertent Access Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")..... 21

1.40 Bidder's Charitable Contributions Compliance 21

1.41 Defaulted Property Tax Reduction Program ……..22

1.42 Time off for Voting 22

1.43 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking..... 22

1.44 Protection of Electronic County PI, PHI and MI— Data Encryption Standard……23

2.0 INSTRUCTION TO BIDDERS..... 25

2.1 County Responsibility 25

2.2 Truth and Accuracy of Representations 25

2.3 IFB Timetable 25

2.4 Solicitation Requirements Review 25

2.5 Bidders Questions 26

2.6 Bidders Conference 26

2.7 Preparation of the Bid 27

2.8 Bid Format 27

2.9 Bid Submission 32

3.0 BID REVIEW AND SELECTION PROCESS 34

3.1 Review Process 34

3.2 Lowest Equal Bid Price ……34

3.3 Bid Review 34

3.4 Disqualification Review 36

3.5 Department's Proposed Contractor Selection Review 36

3.6 County Independent Review Process ……..38

INVITATION FOR BIDS (IFB)
LEGAL SERVICES FOR RYAN WHITE PROGRAM (RWP)
ELIGIBLE PERSONS LIVING WITH HIV

TABLE OF CONTENTS

APPENDICES:

APPENDIX A:	Sample Contract
APPENDIX B:	Statement of Work
APPENDIX C:	Scope of Work (Intentionally Omitted)
APPENDIX D:	Required Forms
APPENDIX E:	Invitation for Bids (IFB) Transmittal Form to Request a Solicitation Requirements Review
APPENDIX F:	County of Los Angeles Policy on Doing Business with Small Business
APPENDIX G:	Jury Service Ordinance
APPENDIX H:	Listing of Contractors Debarred in Los Angeles County
APPENDIX I:	IRS Notice 1015
APPENDIX J:	Safely Surrendered Baby Law
APPENDIX K:	Background and Resources: California Charities Regulation
APPENDIX L:	Defaulted Property Tax Reduction Program

1.0 GENERAL INFORMATION

1.1 Purpose and Background

1.1.1 Purpose

The County of Los Angeles (County) Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) is issuing this Invitation for Bids (IFB) to solicit bids from interested and qualified vendors to provide Legal Services to Ryan White Program (RWP) eligible persons living with HIV (PLWH) residing within Los Angeles County (LAC). These services will help mitigate the impact of restrictive economic conditions by providing relevant legal advice, support, and intervention directly necessitated by legal challenges due to an individual's HIV status. Some of the challenges faced by PLWH, that may require legal assistance, are denial of public benefits, tenant rights issues, immigration status concerns, and debtor-creditor conflicts.

Services required to be provided include legal check-up, client intake, legal representation, and case closure. Additionally, five (5) legal educational forums shall be conducted across LAC for the benefit of PLWH and HIV care and service providers to learn what legal services are available and how to access the services.

Legal Services do not include any arrangement for guardianship or adoption of children after the death of their legal caregiver, and/or legal services that support any criminal defense, discrimination litigation, or class action suits that are unrelated to HIV medical support services.

1.1.2 Background

Division of HIV and STD Programs (DHSP)

In 2011, in keeping with national efforts to better integrate HIV and STD public health efforts, DPH combined the HIV Epidemiology Program, the Office of AIDS Programs and Policy, and the STD Program to form DHSP. DHSP continues to work closely and collaboratively with community-based organizations, other governmental offices, advocates, and people living with HIV as it seeks to control the spread of HIV and STDs, monitor HIV and STD morbidity and mortality, increase access to care for those in need, and eliminate HIV-related health inequalities.

<u>Mission</u>

To prevent and control the spread of HIV and STDs through epidemiological surveillance, implementation of evidence-based

programs, coordination of prevention, care and treatment services, and the creation of policies that promote health.

Vision

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

1.1.3 Location of Services

Legal Services for RWP eligible persons living with HIV shall be provided throughout LAC in all eight (8) Service Planning Areas (SPAs).

1.1.4 Availability of Funding

The funding for Legal Services for RWP eligible clients comes from the federal Ryan White Program (RWP) grant and net County cost. DPH intends to fund one (1) contract to provide these services.

The available funds and the number of awards are estimates and are subject to change. The amount of funding available to support these services is also subject to the availability of funds from local, State, and federal resources.

Please note that the RWP is the payer of last resort and will support the provision of RWP services only to eligible clients not covered by other third party payer sources.

1.1.5 Ryan White Program Eligibility in Los Angeles County

RWP services provided in LAC are intended solely for clients who lack a third party payer source and have no ability to pay for HIV related services. RWP *is the payer of last resort* and available only for eligible clients who meet all of the following criteria:

- Diagnosed with HIV;
- Reside in Los Angeles County;
- Income is less than five hundred percent (500%) of the Federal Poverty Level (FPL) (please refer to Table 1 – Ryan White Program FPL Eligibility Guidelines); and
- Uninsured or those whose insurance does not cover the service described (e.g. legal services).

Contractor shall confirm client eligibility prior to service delivery as stated in Section 9.1.2 Client intake and RWP eligibility screening, Appendix B, Statement of Work. Bidder recommended for funding shall agree to accept clients from any HIV provider who refers a RWP eligible client for legal services.

Table 1. Ryan White Program FPL Eligibility Guidelines

Ryan White Program Federal Poverty Level Eligibility Guidelines		
Family Members	**Income**	**500% FPL Income***
1	$12,060	$60,300
2	$16,240	$81,200
3	$20,420	$102,100
4	$24,600	$123,000
5	$28,780	$143,900
6	$32,960	$164,800
7	$37,140	$185,700
8	$41,320	$206,600
For families/households with more than 8 persons, add $4,180 for each additional person.		
*All clients with income up to five hundred percent (500%) of the FPL meet RWP income eligibility requirements based on family size. Updated January 2017: https://www.federalregister.gov/documents/2017/01/31/2017-02076/annual-update-of-the-hhs-poverty-guidelines **(Note: 2018 FPL Eligibility Guideline shall apply once it becomes available.)**		

1.2 Overview of Solicitation Document

This IFB is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders in how to prepare and submit their Bid.
- **BID REVIEW AND SELECTION PROCESS:** Explains how the Bids will be reviewed and selected.
- **APPENDICES:**
  - **A - SAMPLE CONTRACT:** Identifies the terms and conditions in the Contract.

- **B - STATEMENT OF WORK:** Explains in detail the statement of work to be performed by the selected Contractor(s).
- **C - SCOPE OF WORK:** (Intentionally Omitted)
- **D - REQUIRED FORMS:** Forms contained in this section must be completed and included in the Bid.
- **E - INVITATION FOR BIDS (IFB) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to department requesting a Solicitation Requirements Review.
- **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **G - JURY SERVICE ORDINANCE:** County Program.
- **H - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income credit.
- **J - SAFELY SURRENDERED BABY LAW:** County program.
- **K - 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.
- **L - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County program

1.3 Terms and Definitions

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Contract, Paragraph 2 – Definitions, and Appendix B, Statement of Work, Paragraph 5.0 - Definitions.

1.4 Bidder's Minimum Mandatory Requirements

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work of this IFB are invited to submit bids.

Interested and qualified Bidders must meet **each** of the following Minimum Mandatory Requirements on the day that bids are due. **Subcontractor(s) and/or consultant(s) may not be used to meet any of the Bidder's Minimum Mandatory Requirements**.

1.4.1 **Experience:** Bidder must have a minimum of five (5) years' experience within the last ten (10) years providing legal services to persons living with HIV (PLWH) addressing at the minimum three (3) of the following categories;

1. Denial of public benefits
2. Tenant rights issues
3. Immigration status concerns
4. Debtor-creditor conflicts

1.4.2 Bidder must be a tax-exempt, registered non-profit organization qualified under Internal Revenue Service's Code - Section (501)(c)(3). Bidder must submit a copy of its IRS (501)(c)(3) Determination Letter.

1.4.3 **Location:** Bidder must have an office(s) location in Los Angeles County (LAC).

1.5 County Rights and Responsibilities

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

County of Los Angeles Department of Public Health
Contracts and Grants Division
http://publichealth.lacounty.gov/cg/index.htm

Los Angeles County – Doing Business With Us
http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp

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

1.6 Contract Term

The Contract term shall be effective upon date of execution and shall continue for a period of three (3) years, unless sooner terminated or extended in whole or in part, as specified in Appendix A, Sample Contract.

The County shall have the sole option to extend the Contract term for up to two (2) additional one (1) year terms and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option shall be exercised at the sole discretion of the Director of DPH or her designee as authorized by the Board of Supervisors, subject to Contractor performance and the availability of funding.

1.7 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the Contract, including any optional extension periods. Payment for all work performed under the resultant contact shall be on a hourly rate basis.

1.8 Days of Operation

The Contractor shall be required to provide legal services during the days and hours pursuant to Section 7.0 of Appendix B, Statement of Work.

1.9 Contact with County Personnel

Any contact regarding this IFB or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

Scott Pham, Contract Analyst
County of Los Angeles – Department of Public Health
Contracts and Grants Division
1000 South Fremont Ave. Bldg. A-9 East, 5th Floor
Alhambra, California 91803
E-mail: scpham@ph.lacounty.gov

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

1.10 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid 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.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential Contractors **must register** in the County's WebVen. The WebVen contains the Bidder'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/

1.12 County Option to Reject Bids or Cancel Solicitation

The County may, at its sole discretion, reject any or all Bids submitted in response to this solicitation. In addition, the IFB process may be canceled at any time, when the Director determines at her sole discretion that a cancellation is in the best interest of the County. The County shall not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any Bid. The County reserves the right to waive inconsequential disparities in a submitted Bid.

1.13 Protest Process

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.13.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award

under such solicitation as described respectively in the Section below. It is the responsibility of the Bidder challenging the decision of a County department to demonstrate that the deportment committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

1.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Bidder 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.

1.13.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Instructions to Bidders Section)
- Review of a Disqualified Bid (Reference Sub-paragraph 3.4 in the Bid Review and Selection Section)
- Review of Department’s Proposed Contractor Selection (Reference Sub-paragraph 3.5 in the Bid Review and Selection Section)

1.14 Notice to Bidders Regarding the Public Records Act

1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended bidder's bid will become a matter of public record when (1) contract negotiations are complete; (2) DPH receives a letter from the recommended Bidder's authorized officer that the negotiated contract is the firm offer of the recommended Bidder; and (3) DPH releases a copy of the recommended Bidder's bid in response to a Notice of Intent to Request a Proposed Contractor Selection under Board Policy No. 5.055.
Notwithstanding the above, absent extraordinary circumstances, all bids will become a matter of public record when the Department's bidder recommendation appears on the Board agenda.

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

1.14.2 The County shall 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 bid as confidential shall not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix A, Sample Contract, Paragraph 11. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Contract, Paragraphs 12 and 13.

1.16 SPARTA Program (Intentionally Omitted)

1.17 Injury and Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations 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.

1.18 Background and Security Investigations

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

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Appendix A, Sample Contract, Paragraph 9 and the Independent Contractor Status provision contained in Appendix A, Sample Contract, Paragraph 50.

1.20 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms Exhibit 2, Certification of No Conflict of Interest.

1.21 Determination of Bidder Responsibility

1.21.1 A responsible Bidder is a Bidder 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 Bidders.

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

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

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

why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.21.5 If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.

1.21.6 These terms shall also apply to proposed subcontractors of Bidders on County contracts.

1.22 Bidder Debarment

1.22.1 The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Bidder 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 Bidder'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.

1.22.2 If there is evidence that the apparent highest ranked Bidder may be subject to debarment, the Department shall notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or Bidder's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the

Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

1.22.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.22.5 If a Bidder has been debarred for a period longer than five (5) years, that Bidder may, after the debarment has been in effect for at least five (5) 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 Bidder has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

1.22.8 These terms shall also apply to proposed subcontractors of Bidders on County contracts.

1.22.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.23 Bidder's Adherence to County Child Support Compliance Program

Bidders shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder shall 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.

1.24.2 Bidder Notification to County

A Bidder shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall 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. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

1.24.3 Form of Improper Consideration

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

1.25 Notice to Bidders Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity 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 Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 3, as part of their Bid.

1.26 Federal Earned Income Credit

The Contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Appendix I.

1.27 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Bidders shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall complete and return the form, Attestation of Willingness to Consider

GAIN/GROW Participants, as set forth in Appendix D - Required Forms Exhibit 6, along with their Bid.

1.28 County's Quality Assurance Plan

After contract award, the County or its agent will monitor the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.29 Recycled Bond Paper

Bidder shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A, Sample Contract, Paragraph 65.

1.30 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall 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 Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

1.31 Jury Service Program

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 read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix A, Paragraph 31, both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.31.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual

basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.

1.31.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of 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 $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; <u>and</u>, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than $500,000, <u>and</u>, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.31.3 If a Contractor 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 Contractor must so indicate in the Certification Form and Application for Exception, Exhibit 7 in Appendix D - 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 Contractor's application, the County will determine, in its sole discretion, whether the Contractor

falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.32 Overview of County's Preference Programs

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

1.32.2 The Preference Programs (LSBE, DVBE, and SE) require that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 1.33, 1.35, and 1.36 of this solicitation.

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

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

1.32.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.33 Local Small Business Enterprise (LSBE) Preference Program

1.33.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.

1.33.2 A business which is certified as small by the federal Small Business Administration (SBA) or maintains an active registration as small in the System for Award Management (SAM) data base may qualify to request the LSBE Preference in a solicitation.

1.33.3 To apply for certification as a LSBE, businesses should contact the Department of Consumer and Business Affairs at http://dcba.lacounty.gov

1.33.4 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 4, Request for Preference Consideration in Appendix D – Required Forms and submit a letter of certification from the DCBA with their bid.

1.33.5 Information on the Federal small business is available at the System for Award Management website at https://www.sam.gov

1.34 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.35 Social Enterprise (SE) Preference Program

1.35.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

1.35.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.35.1.

1.35.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 4, Request for Preference Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their bid.

1.35.4 Further information on SEs is also available on the DCBA's website at: http://dcba.lacounty.gov

1.36 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.36.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

1) A business which is certified by the State of California as a DVBE; or

2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.

3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.36.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.36.1, 1 or 2 above.

1.36.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 4, Request for Preference Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their bid.

1.36.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.dgs.ca.gov/pd/Home.aspx

1.36.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: http://www.vetbiz.gov/

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

1.37.1 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 Bidder's response to IFB, Bidder must submit the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Exhibit 14, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a bid response to IFB identify prospective subcontractors, or should Bidder intend to use subcontractors in the provision of services under any subsequent contract, Bidder 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 is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

1.37.2 Failure to provide the required certification may eliminate Bidder's response to IFB from consideration.

1.37.3 In the event that Bidder and/or its subcontractor(s) is or are unable to provide the required certification, Bidder instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Bidder'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 Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the services to be performed under this IFB.

1.37.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the response to IFB is appropriate under the federal law.

1.38 Notification to County of Pending Acquisitions/Mergers by Bidding Company

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Appendix D - Required Form - Exhibit 1- Bidder's Organization Questionnaire/Affidavit and CBE Information. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

1.39 Inadvertent Access Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix A, Sample Contract, Exhibit H.

1.40 Bidder's Charitable Contributions Compliance

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

1.40.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 8 as set forth in Appendix D - Required Forms. A completed Exhibit 8 is a required part of any agreement with the County.

1.40.3 In Exhibit 8, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement, **OR**

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.40.4 Prospective County contractors that do not complete Exhibit 8 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)

1.41 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix L, and the pertinent provisions of the Sample Contract, Appendix A, Paragraph 81 and 82, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 11 in Appendix D – 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 the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

1.42 Time Off for Voting

The Contractor shall notify its employees, and shall 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, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

1.43 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits

contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Exhibit 13 (Zero Tolerance Human Trafficking Policy Certification) in Appendix D (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking Policy provision as defined in Paragraph 32 (Compliance with County's Zero Tolerance Human Trafficking Policy) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

1.44 Bidder Protection of Electronic County Information

1.44.1 Protection of Electronic County Personal Information (PI), Protected Health Information (PHI) and Medical Information (MI) — Data Encryption Standard

1.44.1.1 The prospective contract is subject to the encryption requirements set forth below (collectively, the "Encryption Standards"). Vendors shall become familiar with the Encryption Standards and the pertinent provisions of the Sample Contract, Appendix A, paragraph 43 both of which are incorporated by reference into and made a part of this solicitation.

1.44.1.2 Bidders shall be required to complete Exhibit 15 in Appendix D, Required Forms ("Exhibit") providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Vendors that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.

1.44.1.3 Vendors use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be disclosed by Vendors in the Exhibit and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the Vendor to additional encryption requirements for such remote servers.

1.44.2 **Encryption Standards:**

1.44.2.1 **Stored Data:**

Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:

a) Federal Information Processing Standard Publication (F/PS) 140-2;
b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3);
c) N/ST Special Publication 800-5 7 Recommendation for Key Management – Part 2. Best Practices for Key Management Organization; a
d) N/ST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

1.44.2.2 **Transmitted Data:**

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with:

a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
b) N/ST Special Publication 800-5 7 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

2.0 INSTRUCTIONS TO BIDDERS

This Section contains key project dates and activities as well as instructions to Bidders in how to prepare and submit their Bid.

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Bid shall be sufficient cause for rejection of the Bid. The evaluation and determination in this area shall be at the Director's sole judgment and her judgment shall be final.

2.3 IFB Timetable

The timetable for this IFB is as follows:

- Release of IFB… 01/30/18
- Written Questions Due by 4:00 PM 02/06/18
- Request for a Solicitation Requirements Review Due by 4:00 PM …...02/13/18
- Questions and Answers Released 02/27/18
- **Bid due by 4:00 PM 03/06/18**

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

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Appendix E - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid.

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
   a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
   b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid due date. Upon response, the County's decision to the Solicitation Requirements Review shall be final. All requests for a Solicitation Requirements Review should be submitted by e-mail only, by the date and time specified in Paragraph 2.3, IFB Timetable, to:

Scott Pham, Contract Analyst
County of Los Angeles – Department of Public Health
Contracts and Grants Division
E-mail: scpham@ph.lacounty.gov

2.5 Bidders' Questions

Bidders may submit written questions regarding this IFB by e-mail with a subject line of "IFB #2018-008 Bidders' Questions" by the deadline specified in Section 2.3, IFB Timetable, to the contact person identified in IFB Section 1.9, Contact with County Personnel.

All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB. When submitting questions, please specify the IFB section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the IFB. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in the County not receiving the best possible responses from Bidder.

2.6 Bidders' Conference

A Bidders' conference will not be conducted for this IFB. Bidders may submit questions regarding this IFB as described in Section 2.5, Bidders' Questions.

2.7 Preparation of the Bid

All Bids must be bound and submitted in the prescribed format. Any Bid that deviates from this format may be rejected without review at the County's sole discretion.

2.8 Bid Format

The content and sequence of the Bid must be as follows:

- Bid Cover Letter
- Table of Contents
- Pricing Sheet(s) (Section A)
- Bidder's Qualifications (Section B)
    - Bidder's Organization Questionnaire/Affidavit and CBE Information (Section B.1)
    - Financial Capability (Section B.2)
- Required Forms (Section C)
- Proof of Insurability (Section D)
- Acceptance of Terms and Conditions (Section E)

2.8.1 Bid Cover Letter

Bidders must include one (1) original Bid Cover Letter signed in blue ink. The Bid Cover Letter must be on agency letterhead and addressed to:

Scott Pham, Contract Analyst
County of Los Angeles – Department of Public Health
Contracts and Grants Division
1000 South Fremont Ave. Bldg. A-9 East, 5th Floor
Alhambra, CA 91803

The Bid Cover Letter must include the following:

a. A statement that the bid is submitted in response to the **"Legal Services for Ryan White Program (RWP) Eligible Persons Living with HIV (PLWH)", IFB: #2018-008"**

b. The annual bid amount;

c. A statement indicating whether or not the Bidder intends to use subcontractor(s)/consultant(s) for the provision of services. If Bidder will utilize subcontractor(s)/consultant(s) to perform any services, Bidder must identify each proposed subcontractor(s)/consultant(s).

d. A statement that the Bidder will bear sole and complete responsibility for all work as defined in Appendix B (Statement of Work) and as outlined in Appendix A (Sample Contract).

e. The name, telephone number, e-mail address, and FAX number of the Bidder's representative/contact person for the bid; and

f. The signature of the agency's Executive Director, Chief Executive Officer, or other authorized designee.

Do not include any additional information in the Bid Cover Letter.

2.8.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.8.3 Pricing Sheet(s) (Section A)

Complete and submit the following forms as provided in Appendix D - Required Forms:

- Request for Preference Consideration – Exhibit 4 (Note: Bidder must attach its DCBA certification, if applicable with this exhibit.)
- Pricing Sheet(s) – Exhibit 9
- Certification of Independent Price Determination and Acknowledgement of IFB Restrictions – Exhibit 10

2.8.4 Bidder's Qualifications (Section B)

Demonstrate that the Bidder's organization has the experience to perform the required services. The following sections must be included:

A. Bidder's Organization Questionnaire/Affidavit and CBE Information (Section B.1)

The Bidder shall complete, sign and date the Bidder's Organization Questionnaire/Affidavit and CBE Information– Exhibit 1 as set forth in

Appendix D. Bidder must demonstrate the ability to satisfy each of the Bidder's Minimum Mandatory Requirements as outlined in IFB Section 1.4 and all of the Specific Work Requirements set forth in the Statement of Work. **The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.**

Taking into account the structure of the Bidder's organization, if the Bidder's organization does not fit into one of these categories, upon receipt of the Bid or at some later time, the County may, in its discretion, request additional documentation regarding the Bidder's business organization and authority of individuals to sign Contracts.

Required Support Documents:

If the following support documents are not available at the time of Bid submission, Bidders must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request. The required support documents are as follows:

Non-Profit Organization

The Bidder must submit the following documentation with the Bid:

1. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

2. 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.

3. Bidder must provide a copy of its "IRS 501(c)(3) Determination Letter" which must state that Bidder's organization qualifies for tax-exempt status under section 501(c)(3) of the Internal Revenue Code.

B. Financial Capability (Section B.2)

Provide copies of the company's annual financial statements issued for the last three (3) years. Financial statements should reflect the financial strength and capability of the company in the provision of 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 sixty (60) days, during any resultant Contract.

The following accounts must be included in your company's financial statements:

Balance Sheet Accounts

1. Current Assets
   a. Cash
   b. Short Term Investments*
   c. 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)
   a. Bad Debts *
   b. Depreciation*
   c. Amortization*
2. Total Expenses
3. Gross Income
4. Net Income

*may be excluded if they do not apply to your organization's operations.

It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of financial statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statements are available, 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.

2.8.5 Required Forms (Section C)

Include the following business forms as provided in Appendix D – Required Forms. Complete, sign and date all forms.

Exhibit 1 Bidder's Organization Questionnaire/Affidavit and CBE Information (Submitted in Section B.1)

Exhibit 2 Certification of No Conflict of Interest

Exhibit 3 Familiarity with the County Lobbyist Ordinance Certification

Exhibit 4 Request for Preference Consideration (Submitted in Section A)

Exhibit 5 Bidder's EEO Certification

Exhibit 6 Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit 7 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 8 Charitable Contributions Certification

Exhibit 9 Pricing Sheet – (Submitted in Section A)

Exhibit 10 Certification of Independent Price Determination and Acknowledgement of IFB Restrictions (Submitted in Section A)

Exhibit 11 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 12 Acceptance of Terms and Conditions Affirmation Form (Submitted in Section E)

Exhibit 13 Zero Tolerance Human Trafficking Policy Certification

Exhibit 14 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Exhibit 15 Vendor's Compliance with Encryption Requirements

2.8.6 Proof of Insurability (Section D)

Bidder must provide proof of insurability that meets all insurance requirements set forth in the Appendix A – Sample Contract, Paragraph 11, Indemnification, 12, General Provisions for All Insurance Coverages, and 13, Insurance Coverage Requirements.

If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a Contract may be submitted with the Bid.

2.8.7 Acceptance of Terms and Conditions (Section E)

Bidder understands and agrees that submission of a Bid Exhibit 12, Acceptance of Terms and Conditions Affirmation Form, Appendix D – Required Forms, constitutes an acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of this IFB, any applicable addenda, and the Sample Contract. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

2.9 Bid Submission

The original Bid and three (3) numbered copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words: **"BID FOR LEGAL SERVICES FOR RYAN WHITE PROGRAM (RWP) ELIGIBLE PERSONS LIVING WITH HIV (PLWH), IFB: #2018-008"**.

The original Bid and the required number of copies must be hand-delivered or sent by a delivery service only (excluding US Postal Service) and received by the deadline specified in Section 2.3, IFB Timetable, to:

Scott Pham, Contract Analyst
County of Los Angeles – Department of Public Health
Contracts and Grants Division
1000 South Fremont Ave. Building A-9 East, 5th Floor
Alhambra, CA 91803

Timely hand-delivered bids are acceptable. No FAX or e-mail copies will be accepted. It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity. Late bids received on the due date, but after the scheduled closing time for receipt of Bids, as listed in Section 2.3, IFB

Timetable, will not be evaluated but will be time-stamped and set aside unopened. At the Director's sole discretion, these late bids may be considered, in the order received, if a determination is made that there is a specific unmet need. Late bids received after the due date will be time-stamped and returned unopened.

All Bids shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit bids.

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

3.0 BID REVIEW AND SELECTION PROCESS

3.1 Review Process

3.1.1 Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted the Local Small Business Enterprise Preference, Social Enterprise Preference, or Disabled Veteran Business Enterprise Preference, the lowest bid price will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed $150,000, and that amount will be deducted from the cost submitted by all bidders who requested and were granted the preference. The fifteen percent (15%) preference is used only to determine the winning bidder and does not alter the amount of the resultant Contract awarded.

Only one (1) preference will be applied per bid. In no case shall any preference exceed fifteen percent (15%) in response to any County solicitation.

3.1.2 The lowest price bid will be reviewed to determine whether it is responsive and responsible. The following steps will be performed until it is determined, which is the lowest price, and most responsive and responsible bid.

3.2 Lowest Equal Bid Price

The objective of this IFB is to identify the lowest cost most responsive and responsible bid. In instances where more than one (1) bid submitted was the lowest price and most responsive and responsible bid ("lowest equal bid price"), the County reserves the right to consider an additional selection process in which, the bidders with the lowest equal bid price will be offered the opportunity to adjust and resubmit their Budget to reflect an adjusted bid price to the County for further consideration. DPH will select the lowest cost responsive bid to be recommended for a contract.

3.3 Bid Review

3.3.1 Bidder's Qualifications (Section B)

1. Adherence to Minimum Mandatory Requirements: County shall review the Bidder's Organization Questionnaire/Affidavit and CBE Information– Exhibit 1 Required Forms and any required support documents to determine if the Bidder has established that it meets the minimum requirements as outlined in Section 1.4, Bidder's Minimum Mandatory Requirements, of this IFB.

Failure of the Bidder to comply with the minimum requirements may eliminate its bid from any further consideration.

2. Financial Capability: Subject matter experts will evaluate and make a recommendation based on the financial strength and capability of the company in the provision of 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 sixty (60) days, during any resultant Contract.

   Financial statements that do not demonstrate financial strength or meet the sixty (60) day requirement may result in a requirement that Bidder provide a performance security prior to DPH making recommendations to the Board regarding the award of a contract.

3. The review will include the County's Contract Database and Contractor Alert Reporting Database (CARD) for past performance history on County or other contracts. The County may, at its sole discretion, disqualify Bidder from further consideration.

3.3.2 Required Forms (Section C)

Forms listed in IFB Section 2.0, Sub-paragraph 2.8.5 must be included in Section C of the Bid as indicated. Any missing forms may be grounds for disqualification.

3.3.3 Proof of Insurability (Section D)

A review of Bidder submission of proof of insurability as provided in section D of the Bid will be conducted to ensure Bidder's proof of insurability meets all insurance requirements set forth in Appendix A (Sample Contract) or if Bidder's letter from a qualified insurance carrier indicates a willingness to provide the required coverage should the Bidder be awarded a Contract. Failure to comply with this requirement may lead to disqualification from further consideration.

3.3.4 Acceptance of Terms and Conditions (Section E)

A review of Bidder's completed Exhibit 12, affirming acceptance of all terms and conditions.

3.4 Disqualification Review

A bid may be disqualified from consideration because a Department determined it was a non-responsive bid at any time during the review/evaluation process. If a Department determines that a Bid was disqualified due to non-responsiveness, the Department shall notify the Bidder in writing.

Upon receipt of the written determination of non-responsiveness, the Bidder 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 the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Bidder;

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

3. The request for a Disqualification Review asserts that the Department'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 shall be completed and the determination shall be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

3.5 Department's Proposed Contractor Selection Review

3.5.1 Upon completion of the selection process, the Department shall notify the remaining Bidders in writing that the Department is entering into negotiations with another Bidder. Upon receipt of the letter, any non-selected Bidder may submit a written notice of intent to request a Proposed Contractor Selection Review within the timeframe specified by the Department.

3.5.2 Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review (as described in Section 3.5 of solicitation document) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the department.

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

1. The person or entity requesting a Proposed Contractor Selection Review is a bidder/proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the department);
3. 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:
    a. The department materially failed to follow procedures specified in its solicitation document. This includes:
        i. Failure to correctly apply the standards for reviewing the bid format requirements.
        ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
        iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
    b. The department made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.
    c. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the department's alleged failure, the Bidder would have been the lowest cost, responsive and responsible bid or the highest-scored, as the case may be.

Upon completing the Proposed Contractor Selection Review, the department representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review (see Section 3.6 below).

3.6 County Independent Review Process

Any Bidder 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 the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

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

1. The person or entity requesting the County Independent Review is a Bidder;

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

3. The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.5 above.

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

APPENDIX A – SAMPLE CONTRACT

Contract No. PH-_____

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

LEGAL SERVICES FOR
RYAN WHITE PROGRAM (RWP)
ELIGIBLE PERSONS LIVING WITH HIV (PLWH)

DEPARTMENT OF PUBLIC HEALTH
LEGAL SERVICES CONTRACT

Paragraph TABLE OF CONTENTS Page

CONTRACT BODY (CB)

Recitals……XX

1. Applicable Documents..... XX
2. Definitions.....XX
3. Description of Services..... XX
4. Term of Contract XX
5. Maximum Obligation of County XX
6. Invoices and Payment..... XX
7. Funding/Services Adjustments and Reallocations… XX
8. Alteration of Terms/Amendments..... XX
9. Confidentiality..... XX
10. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List or County Employees' Right of First Refusal and Contractor's Offers of Employment XX
11. Indemnification XX
12. General Provisions for all Insurance Coverages XX
13. Insurance Coverage Requirements…… XX
14. Ownership of Materials, Software, Copyright ……..... XX
15. Publicity..... XX
16. Record Retention and Audits XX
17. Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying..... XX

UNIQUE TERMS AND CONDITIONS

18A. Contractor's Charitable Activities Compliance..... XX

18B. Contractor's Exclusion from Participation in a Federally Funded Program..... XX

18C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76)..... XX

18D. Whistleblower Protections XX
18E. Most Favored Public Entity..... XX
18F. Local Small Business Enterprise (LSBE) Preference Program ……..……XX
18G. Social Enterprises (SE) Preference Program ……XX
18H. Disabled Veteran Business Enterprise (DVBE) Preference Program……...XX
18I. Liquidated Damages……XX
18J. Data Destruction XX
18K. Quality Management..... XX
18L. Quality Management Plan XX
18M. Quality Management Program Monitoring ……XX
18N. DHSP Grievance Program ……..……XX
18O. Ryan White Grievance Procedures XX
18P. Cost of Living Adjustments..... XX
18Q. Requirements Regarding Imposition of Charges for Services..... XX
18R. People with HIV/AIDS Bill of Rights and Responsibilities..... XX
18S. Guidelines for Staff Tuberculosis Screening ……XX
19. Construction XX
20. Conflict of Terms XX
21. Contractor's Offices..... XX
22. Notices XX

ADDITIONAL PROVISIONS (AP)

23. Administration of Contract..... XX
24. Assignment and Delegation XX
25. Authorization Warranty..... XX
26. Budget Reduction..... XX
27. Contractor Budget and Expenditures Reduction Flexibility..... XX
28. Complaints…..... XX
29. Compliance with Applicable Law..... XX
30. Compliance with Civil Rights Law XX
31. Compliance with the County's Jury Service Program..... XX
32. Compliance with County's Zero Tolerance Policy on Human Trafficking XX

33. Conflict of Interest XX
34. Consideration of Hiring Gain/Grow Participants XX
35. Contractor Responsibility and Debarment XX
36. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law…… XX
37. Contractor's Warranty of Adherence to County's Child Support Compliance Program…… XX
38. County's Quality Assurance Plan XX
39. Service Delivery Site – Maintenance Standards XX
40. Rules and Regulations XX
41. Damage to County Facilities, Buildings or Grounds XX
42. Employment Eligibility Verification XX
43. Encryption Standards XX
44. Facsimile Representations XX
45. Fair Labor Standards XX
46. Fiscal Disclosure XX
47. Contractor Performance During Civil Unrest or Disaster XX
48. Governing Law, Jurisdiction, and Venue XX
49. Health Insurance Portability and Accountability Act of 1996 (HIPAA) XX
50. Independent Contractor Status XX
51. Licenses, Permits, Registrations, Accreditations, Certificates XX
52. Nondiscrimination in Services XX
53. Nondiscrimination in Employment XX
54. Non-Exclusivity XX
55. Notice of Delays XX
56. Notice of Disputes XX
57. Notice to Employees Regarding the Federal Earned Income Credit XX
58. Notice to Employees Regarding the Safely Surrendered Baby Law XX
59. Prohibition Against Inducement or Persuasion XX
60. Prohibition Against Performance of Services While Under the Influence XX
61. Public Records Act XX

62. Purchases XX
63. Real Property and Business Ownership Disclosure XX
64. Reports XX
65. Recycled Content Bond Paper XX
66. Solicitation of Bids or Proposals XX
67. Staffing and Training/Staff Development XX
68. Subcontracting XX
69. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program XX
70. Termination for Convenience XX
71. Termination for Default XX
72. Termination for Gratuities and/or Improper Consideration XX
73. Termination for Insolvency XX
74. Termination for Non-Appropriation of Funds XX
75. No Intent to Create a Third Party Beneficiary Contract XX
76. Time Off for Voting XX
77. Unlawful Solicitation XX
78. Validity XX
79. Waiver XX
80. Warranty Against Contingent Fees XX
81. Warranty of Compliance with County's Defaulted Property Tax Reduction Program XX
82. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program XX

STANDARD EXHIBITS

Exhibit A – Statement(s) of Work – Not attached to Sample
Exhibit B – Scope(s) of Work – (Intentionally Omitted)
Exhibit C – Budget(s) – Not attached to Sample
Exhibit D – Contractor's EEO Certification
Exhibit E – County's Administration
Exhibit F – Contractor's Administration
Exhibit G – Contractor Acknowledgement and Confidentiality Agreement

Exhibit H – Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

Exhibit I – Charitable Contributions Certification
Exhibit J – Requirements Regarding Imposition of Charges For Services
Exhibit K – People with HIV/AIDS Bill of Rights and Responsibilities
Exhibit L – Guideline for Staff Tuberculosis Screening
Exhibit M – Ryan White Program Grievance Procedures

Contract No. _____

DEPARTMENT OF PUBLIC HEALTH
LEGAL SERVICES FOR
RYAN WHITE PROGRAM (RWP) ELIGIBLE
PERSONS LIVING WITH HIV (PLWH) CONTRACT

THIS CONTRACT "Contract" is made and entered into this _____ day of _____, 2018,

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

and _____ (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, the term "Director" as used herein refers to the County's Director of DPH, or her duly authorized designee; (hereafter jointly referred to as "Director"); and

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

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

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

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

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

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter “Ryan White Program”) Part A funds, and

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

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

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

WHEREAS, as a recipient of Ryan White Program funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the DHSP's programs and services delivery system, including, but not limited to,

substance abuse, mental health, primary health care and social services organizations; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor's referrals to and from organizations must be 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

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

WHEREAS, Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder; and

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

WHEREAS, it is the intent of the parties hereto to enter into contract to provide Legal Services For Ryan White Program (RWP) Eligible Persons Living With HIV (PLWH) for compensation, as set forth herein; and

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

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, K, L and M 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 shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work – Not attached to Sample

Exhibit B – Scope(s) of Work – Intentionally Omitted

Exhibit C – Budget(s) – Not attached to Sample

Exhibit D – Contractor's EEO Certification

Exhibit E – County's Administration

Exhibit F – Contractor's Administration

Exhibit G – Contractor Acknowledgement and Confidentiality Agreement

Exhibit H – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit I – Charitable Contributions Certification

Exhibit J - Requirements Regarding Imposition Of Charges For Services

Exhibit K - People with HIV/AIDS Bill of Rights and Responsibilities

Exhibit L - Guidelines for Staff Tuberculosis Screening

Exhibit M - Ryan White Program Grievance Procedures

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

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

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon date of execution and shall continue in full force and effect for a period of three (3) years, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to two (2) additional one (1) year terms and six (6) month-to-month extensions, for a maximum total contract term of five (5) years and six (6) months. Each such

extension option shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term. The Contractor shall notify (Program Office) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Division of HIV and STD Program at the address herein provided in Paragraph 22, Notices.

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed _____ ($_____), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. If contract is extended, effective _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed _____ ($_____), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

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

D. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, NOTICES.

E. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A elsewhere hereunder and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County

regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. While payments shall be made in accordance with the fee-for-service rate(s) set out in the budget (s) attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the budget (s), Contractor shall be reimbursed for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs. Regardless of the amount of costs incurred by contractor, in no event will the county pay or is obligated to pay contractor more than the fees for the units of service provided up to the contract maximum obligation.

E. Billings shall be submitted directly to the DPH Division of HIV and STD Program (DHSP) Program Manager at 600 S. Commonwealth Avenue, 10th Floor, Los Angeles, CA 90005.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall 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 shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

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

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

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

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute

Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. 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 or months 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 thirty (30) calendar days notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months 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 shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time,

Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

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

I. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this contract.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such

funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

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

B. County and Contractor shall 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 or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

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

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be

prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to the budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. <u>CONFIDENTIALITY</u>:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall 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 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

E. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement", Exhibit G.

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR 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 shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

OR

COUNTY EMPLOYEES'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to

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

11. INDEMNIFICATION: The Contractor shall 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.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall 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") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall 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 shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding Fifty Thousand Dollars ($50,000), and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health
Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

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

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall 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 shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

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

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance,

and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

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

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that

each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

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

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services

Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor 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 shall be designated as an Additional Covered Party under any approved program.

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

13. INSURANCE COVERAGE REQUIREMENTS:

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

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars ($1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability

arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars ($1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

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

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the

Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such

materials, public announcements, literature, audiovisuals, and printed material shall 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 shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall 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 http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf

Federally funded contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

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

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

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall 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 shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) 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 shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the

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

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (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.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under

applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of federal Regulations (CFR) 200.501. The audit shall 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 shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United

States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

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

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance

review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall 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 or months for any deficiency(ies) not corrected.

H. Audit Settlements:

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

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

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall 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 thirty (30) calendar days of termination of the Contract period, 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 obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor’s actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only. Regardless of the amount of costs incurred by contractor, in no event will the County pay or is obligated to

pay contractor more than the fees for the units of service provided up to the contract maximum obligation.

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

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

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

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

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities

receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is 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 shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated

against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

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

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

language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee."

18E. MOST FAVORED PUBLIC ENTITY: If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

18F. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

D. If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for

certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

18G. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

D. If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

18H. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award

18I. LIQUIDATED DAMAGES

A. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the 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 the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the

Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor 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 the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the 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 the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as

specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

18J. DATA DESTRUCTION:

A. Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201)

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization.* Vendor shall provide County with written certification, within 10 business days of removal of

any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18K. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on patient linkages to and retention in care and follow-up;

D. Track client perception of their health and effectiveness of the service received through patient satisfaction surveys;

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

18L. QUALITY MANAGEMENT PLAN:

Contractor shall implement its QM program based on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Contract, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director

or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

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

B. QM Committee: The plan shall describe the purpose of the Quality Management 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 advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

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

D. Implementation of QM Program:

(1) Selection of Performance Indicators – Contractor shall describe how performance indicators are selected. Contractor shall collect and analyze data for at least one (1) or more performance indicators. Contractor may select indicators from the DHSP approved clinical and performance measures set (core and supplemental measures) or select other aspects of care or service. Contractor may request technical assistance from DHSP Quality Management for assistance in selection, development and implementation of performance indicators.

(2) Data Collection Methodology – Contractor shall 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 shall describe its process for review and analysis of performance indicator monitoring results at the QM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.

(4) Improvement Strategies - Contractor shall describe its QM Committee's process for selecting performance improvement projects and activities and how this is documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

E. Participation in Los Angeles Regional Quality Group: Contractor shall identify a representative to participate in at least two (2) quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the National Quality Center and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

F. QM Contact: Contractor shall identify a contact for all QM related activities and issues. This person shall serve as point of contact for QM related matters, requests, announcements and other activities.

G. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness

of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.

H. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.

I. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A written report shall 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 shall include the following:

(a) Any unusual incident and/or sentinel event which threaten the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) The written report shall include the following:

(a) Patient's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

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

18M. QUALITY MANAGEMENT PROGRAM MONITORING:

To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting.

18N. DHSP GRIEVANCE PROGRAM:

A. Definition: The word grievance is often used to refer to a complaint, a problem, or cause of dissatisfaction or unhappiness about an aspect of care or service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have 5 ways to contact DHSP about their complaints or concerns:

(1) Grievance (telephone) Line

(2) Fax

(3) Email

(4) Mail (postal)

(5) In person

B. Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance 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 the next business day. This Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance-Management:

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

(2) Contractor shall have 30 days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) GRIEVANCE POSTERS: Grievance posters are provided to Contractor. Poster contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff, as well as clients/patients know the purpose of the Grievance Program.

(4) Contractor shall 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 Grievance Program.

18O. RYAN WHITE PROGRAM GRIEVANCE PROCEDURES:

Contractor shall comply with provisions of Section 2602 (c) (2) of the "Ryan White Treatment Modernization Act of 2006, Ryan White Program Grievances", incorporated into this Contract as Exhibit M, Contractor shall be responsible for developing and implementing grievance procedures related to funding decisions, including procedures for submitting grievances that cannot be resolved to binding arbitration. The legislation requires that these procedures be consistent with model grievance procedures developed by Health Resources and Services Administration (HRSA), which address grievances with respect to Ryan White Program funds. All fees related to the research, interview, selection and hire of an arbitrator to conduct binding arbitration are incurred at the Contractor's expense. This grievance procedure shall be submitted to DHSP within thirty (30) days of the execution of this Contract for review and approval.

18P. COST OF LIVING ADJUSTMENTS (COLA's): If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a

COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

18Q. REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) to Exhibit J, "Requirements Regarding Imposition of Charges for Services". Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

18R. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit K, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights) document. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

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

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request,

that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

18S. GUIDELINES FOR STAFF TUBERCULOSIS SCREENING: Contractor shall adhere to Exhibit J, "Guidelines for Staff Tuberculosis Screening". Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

Annual tuberculin screening shall be done for each employee, volunteer, subcontractor and consultant providing services hereunder on or before the twelve-month period ends from the last screening date. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test screening test, Tuberculin Sensitivity Test, Pirquet test, or PPD test for Purified Protein Derivative) or blood test (Quaniferon, IGRA, or T-spot) and if positive a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray prior to resuming job duties.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

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

21. CONTRACTOR'S OFFICES: Contractor's office is located at _____. Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of

any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue, Suite 1000
Los Angeles, California 90005

Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
1000 S. Fremont Avenue
Building A-9 East, 3rd Floor
Alhambra, California 91803

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) _____
_____
_____

Attention: _____

23. ADMINISTRATION OF CONTRACT:

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

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

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

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of

the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

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 be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the criminal history review.

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

24. <u>ASSIGNMENT AND DELEGATION</u>:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be

deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

25. AUTHORIZATION WARRANTY: Contractor hereby 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 set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

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

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

28. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

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

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

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

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

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

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

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

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

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

29. <u>COMPLIANCE WITH APPLICABLE LAW:</u>

A. In the performance of this Contract, Contractor shall 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. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall 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 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 shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall be entitled to retain its own counsel, including limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into 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.

30. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, 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. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

31. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at http://publichealth.lacounty.gov/cg/index.htm

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the

Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes

within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

32. <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING</u>:

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

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

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

33. CONFLICT OF INTEREST:

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

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

34. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel

after the effective date of this Contract, the Contractor shall 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 General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov and WDACS at bservices@wdacs.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

35. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed

five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of

time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

36. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall 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).

38. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor the 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 severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance data base. The report to the Board will include

improvement/corrective action measures taken by County and the 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.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

39. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

40. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall 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.

41. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

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

42. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the 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.

43. ENCRYPTION STANDARDS;

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive, and/or transmit County PI, PHI or Ml (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST S pecial Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractors' and subcontractors' use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County's Chief Executive Office.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 43 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

44. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally

sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of “original” versions of such documents within five working days.

45. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall 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 the Contractor’s employees for which the County may be found jointly or solely liable.

46. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor’s duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor’s funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

47. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by

Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

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

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

50. INDEPENDENT CONTRACTOR STATUS:

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

B. The Contractor shall be 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 shall have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

51. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall 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 shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

52. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and

maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

53. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group

identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status,

political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While 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 Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

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

55. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

56. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the 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 shall resolve it.

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The contractor shall notify and provide to its employees, and shall 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. Additional information is available at www.babysafela.org. .

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

60. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

61. PUBLIC RECORDS ACT:

A. Any documents submitted by the 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 Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records

including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

62. PURCHASES:

A. Purchase Practices: Contractor shall 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 shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall 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 thirty (30) calendar days of

filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall 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 shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall 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 shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his 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 shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

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

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

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the

lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall 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 shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall 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 shall be appended to such affidavit and made a part thereof.

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

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

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

66. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

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

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to

perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall 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 shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

68. SUBCONTRACTING:

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

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

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

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

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

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

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

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

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

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall 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 shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

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

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

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

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

J. The Contractor shall 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 the Contractor employees.

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

69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 37, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 71, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

70. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

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

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

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

Contractor for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph 16, RECORD RETENTION AND

AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

71. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 70, TERMINATION FOR CONVENIENCE.

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

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

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

73. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Contract, the County shall not be obligated for

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

75. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT: Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

76. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

77. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance

hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

78. 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 shall not be affected thereby.

79. WAIVER: No waiver by the County of any breach of any provision of this Contract shall 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 shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

80. WARRANTY AGAINST CONTINGENT FEES:

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

B. For breach of this warranty, the County shall 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.

81. 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.

82. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 81, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall 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 ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Interim 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_____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By_____
Patricia Gibson, Chief
Contracts and Grants Division

STANDARD EXHIBITS

A STATEMENT(S) OF WORK (NOT ATTACHED TO SAMPLE)

B SCOPE(S) OF WORK (INTENTIONALLY OMITTED)

C BUDGET(S) (NOT ATTACHED TO SAMPLE)

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

UNIQUE EXHIBITS

I CHARITABLE CONTRIBUTIONS CERTIFICATION

J REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

K PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

L GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

M RYAN WHITE PROGRAM GRIEVANCE PROCEDURES

STATEMENT OF WORK

REFER TO APPENDIX B OF THIS IFB

APPENDIX C

SCOPE(S) OF WORK
(INTENTIONALLY OMITTED)

BUDGET(S)

REFER TO APPENDIX D, REQUIRED FORMS, EXHIBIT 9 OF THIS IFB

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY'S CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it not its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert

witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.

EXHIBIT I

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

EXHIBIT J

C.A.R.E. Act Title I
Public Law 101-381--August 18, 1990
As amended by the Ryan White Program Act Amendments of 1996
Provision 2605
(e) REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

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

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

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

"(i) will impose a charge on each such individual for the provision of such services; and

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

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

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

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

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

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

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

"(3) APPLICABILITY OF LIMITATION ON AMOUNT OF CHARGE- The Secretary may not make a grant under section 2601 to an eligible area unless the eligible area agrees that the limitations established in subparagraphs (C), (D) and (E) of paragraph (1) regarding the imposition of charges for services applies to the annual aggregate of charges imposed for such services, without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, copayments, coinsurance, or other charges.

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

EXHIBIT K

PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

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

A. Respectful Treatment

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

B. Competent, High-Quality Care

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

C. Make Treatment Decisions

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

D. Confidentiality and Privacy

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

E. Billing Information and Assistance

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

F. Patient/Client Responsibilities

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

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

For More Help or Information

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

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

EXHIBIT L

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

INTRODUCTION

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

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

POLICY

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

IMPLEMENTATION GUIDELINES

I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually (12 months) thereafter.

   A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.

   B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.

II. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or Interferon Gamma Release Assay (IGRA) or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential. (Note: Use of the IGRA for screening health care workers requires a grant of program flexibility from the California Department of Health Services, Licensing and Certification. Please contact your local Licensing and Certification office for more information on how to obtain a grant of program flexibility.

A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration or results of IGRA testing.
    1. If the tuberculin skin or IGRA test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
    2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test or IGRA need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.

B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test or IGRA and submit to Contractor the results of such test. For the tuberculin skin test, results must be recorded in millimeters of induration.

    1. If this annual tuberculin test or IGRA is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
    2. Persons with a documented history of a positive tuberculin skin test or IGRA and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.

C. Contractor shall consult with Los Angeles County - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.

D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.

III. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:

A. The results of the Mantoux tuberculin skin test or IGRA, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;

B. The results of the annual Mantoux tuberculin skin test or IGRA or physician certification that the person does not have communicable TB; and

C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:

    1. Change in the tuberculin skin test or IGRA result from negative to positive;
    2. Person who is known or suspected to have a current diagnosis of TB; and
    3. Person who is known to be taking TB medications for treatment of disease only.

D. Contractor shall develop and implement a system to track the dates on which the initial and annual TB screening results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.

IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:

A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.

B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.

C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.

D. The information that Contractor is required to report to the local health department.

V. Contractor may consult with the Los Angeles County - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

RYAN WHITE PROGRAM GRIEVANCE PROCEDURES

Section 1 – Legislative Requirements

Section 2602 (c)(2) of the Ryan White Treatment Modernization Act of 2006 requires Part A Grantees to develop mandatory grievance procedures related to funding decisions, including procedures for submitting grievances that cannot be resolved to binding arbitration. The legislation requires that these procedures be consistent with model grievance procedures developed by HRSA, which address grievances with respect to Ryan White funding. HRSA expects Grantee and Planning Council grievance procedures to be coordinated.

Section 2 – Definitions

Definitions used in these procedures are provided in Exhibit K.

Section 3 – Purpose

The Grantee's grievance policy is designed to provide a process that:

A. Enables eligible individuals or entities to exercise their rights to file an informal complaint or a formal grievance with regard to specific Grantee policies and procedures and their implementation;

B. Prevents avoidable grievances and resolves complaints at the informal level whenever possible;

C. Ensures that each complaint or grievance is addressed and resolved fairly and quickly, and;

D. Meets HRSA requirements and represents sound practice for an Eligible Metropolitan Area (EMA).

Section 4 – Who May File a Grievance

Entities and individuals within the Los Angeles EMA who are directly affected by the outcome of a decision related to funding are eligible to file a grievance. This may include:

A. Providers of HIV-related services that are eligible to receive Ryan White Part A or Part B funds, including Minority AIDS Initiative funds;

B. The Planning Council.

Section 5 – Eligible Grievances

A. Directly affected parties may file a grievance with regard to either of the following:

1. Deviations from the Grantee's established contracting and awards process and;
2. Deviations from the established process for any subsequent changes to the selection of contractors or awards.

B. The Planning Council may file a grievance with regard to either of the following:

1. Contracts and awards not consistent with priorities (including any language regarding directives on how best to meet those priorities) and resource allocations made by the Planning Council, and
2. Contract and award changes not consistent with priorities and resource allocations made by the Council.

Section 6 – Prospective Implementation of Settlements

Any settlement reached through mediation or arbitration shall involve prospective (future) change and no retroactive activities. It shall not require reversal of procurement

decisions already made. For example, if a mediation or arbitration agreement requires changes in the Grantee's procurement process, the Grantee must use the new process in future procurement activities, but is not required to re-do the prior procurement process.

Section 7 – Dispute Prevention and Early Resolution

A. The Grantee recognizes that the best way to deal with grievances is to prevent them. The Grantee shall make all reasonable efforts to prevent circumstances or situations within the procurement processes that could give rise to a grievance.

B. Dispute prevention efforts shall include at least the following:

1. Availability of a written description of the Grantee's procurement policies and procedures.
2. Training for new Grantee staff and for all independent review panel members each year, to ensure that they understand and are prepared to follow established review policies, processes, and procedures, including related policies and procedures such as conflict of interest.
3. Discussion of the procurement process and related policies each year at a bidder's conference, if one is held.
4. Specific opportunities for interested parties, including bidders and review panel members, to provide feedback on the procurement process and its implementation.

C. When potential grievances arise, first steps shall involve informal conflict resolution efforts before the concern becomes a grievance. This mandatory process includes the following:

1. The Part A Program Administrator [Director of Division of HIV and STD Programs (DHSP)] or identified designee [described throughout as the "Grantee representative (DHSP Quality Management

(QM) staff)"] shall serve as the Grantee's designated point of contact for an affected party with concerns about procurement or related processes that might become a grievance. An affected party that appears to have standing to file a grievance and has concerns regarding adherence to established processes that are covered by these grievance procedures shall be encouraged to express these concerns to the Grantee representative (QM Staff) at the earliest opportunity. The contact must be made within ten (10) business days after the disputed situation occurred or after the decision was announced.

2. In any situation where the assigned Grantee representative (QM Staff) has a real or perceived conflict of interest or is unable to play a neutral role, the next highest ranking Grantee representative shall handle that situation.

3. The Grantee representative (QM Staff) shall log all such contacts and discussions, recording the date, affected party name and contact information, concerns expressed, and the date of the event that led to the concerns.

4. The Grantee representative (QM Staff) shall meet with the affected party to review the expressed concerns. The discussion will occur within five (5) business days after the concerns are brought to the attention of the Grantee representative (QM Staff). The Grantee representative (QM Staff) shall be prepared to explain the procurement process used and clarify how it works, and to provide other information as appropriate. The Grantee representative (QM Staff) may involve other Grantee staff as needed. Where possible, the affected party's concerns will be resolved through this discussion. The Grantee representative (QM Staff) will summarize the discussion in writing and provide the report to the QM Chief.

5. If these efforts do not resolve the concerns, the Grantee representative (QM Staff) will ensure that the affected party receives written information about the grievance process, timeframes, and how to file a grievance.

Section 8 – Overview of Formal Grievance Process

Formal grievances will be handled through the following steps, each of which may lead to a resolution. If that step is not successful, the grievant may move to the next step. The steps include:

A. An internal review to determine standing under these procedures,

B. A meeting between the grievant and the Grantee representative (QM Staff) to seek a resolution to a grievance,

C. Non-Binding mediation, and

D. Binding arbitration.

Section 9 – Filing a Grievance

A. The affected party must submit a written Grievance Intake Form within ten (10) business days after the mandatory informal dispute resolution. (The form is provided within Exhibit K.) If no Grievance Intake Form is submitted within this period, the affected party will lose the right to file a grievance.

B. The completed form must be received by the Grantee office within ten (10) business days by U.S. mail with return receipt requested, electronic mail (with electronic signature), fax, or personal delivery during normal business hours.

C. Each eligible grievance must have an individual grievance intake form and undergo an individual process. Eligible grievances filed separately shall not be combined in a single grievance process.

D. Grantee representative (QM Staff) will log in the grievance, and within two (2) business days after receipt will inform the grievant that the grievance has

been received and provide a written summary of the grievance process, including steps, forms, and timelines.

E. Grantee representative (QM Staff) will provide copies of the grievance to DHSP Director or designee and the QM Chief within two (2) business days after receipt.

Section 10 – Internal Review and Meeting

A. The QM Chief shall review the grievance within three (3) business days after receiving it, to determine whether the affected party is an eligible grievant and whether the situation described represents an eligible grievance.

1. The grievant will be informed of the decision within two (2) business days after the decision about standing is made. If the grievance is rejected, the letter must explain the reasons for the rejection and inform the grievant that s/he has ten (10) days after the date of the letter of rejection to contact the Grantee office to appeal the decision.
2. If the grievant and grievance are determined to have standing, the QM Chief will contact the grievant within five (5) business days after receipt, to arrange a meeting to review the merits of the grievance and attempt to resolve the grievance.

B. The QM Chief shall conduct a review of the circumstances and information available regarding the grievance. This will generally require reviewing the facts of the situation with appropriate Grantee staff to obtain their perspectives and their description of whether the County's procurement policies and procedures were followed, and if not, what happened, in preparation for a meeting with the grievant.

C. The QM Chief shall then schedule a meeting during which the grievant shall have the opportunity to provide additional information and answer questions posed by the QM Chief. The QM Chief may arrange for other Grantee staff to participate

in the meeting. Based on the meeting, the QM Chief shall make his/her judgment regarding the grievance and how it should be resolved. The decision shall be made and sent to the grievant by certified mail, within three (3) business days after the date of the meeting.

D. If the grievant finds the report and proposed resolution satisfactory, the grievant will indicate acceptance by signing one copy of the report and returning it to the staff.

E. If the grievant's complaint is denied or if the grievant is not satisfied with the resolution in the report, the grievant must request formal non-binding mediation as the next step.

Section 11– Non-Binding Mediation

A. The grievant shall have ten (10) business days from the date of receipt of the written report from the QM Chief to request mediation, using a Request for Non-Binding Mediation Form (included in Exhibit K). The form may be delivered to the Grantee office via U.S. mail, return receipt requested, electronic mail (with electronic signature), fax, or personal delivery during normal business hours.

B. If the Grantee representative (QM Staff) does not receive a Request for Non-Binding Mediation Form from the grievant within ten (10) days, the grievant will waive all further rights to grieve the issue and all associated issues.

C. Grantee representative (QM Staff) shall log in the request for mediation, and within two (2) business days after receipt, inform the grievant that the request has been received.

D. The Grantee representative's office shall seek a mediator with County Counsel's assistance. Within ten (10) business days after receipt of the request for mediation, Grantee representative (QM Staff) shall provide the grievant the name of a neutral person who is skilled in mediation and lives in the EMA. This neutral person shall not have been involved with the decision that is the subject

of the grievance and shall have no direct interest in the outcome of the grievance process. The grievant and the Grantee shall both have the opportunity to request a different mediator if the grievant or any Grantee staff involved in the prior review of the grievance is acquainted with the mediator or feels s/he is not neutral.

E. Upon appointment, the mediator shall, within five (5) business days, contact the grievant and Grantee and agree on a day, time, and location of the initial mediation meeting. The QM Chief or designee shall represent the Grantee in the mediation. The mediation meeting shall be scheduled within ten (10) business days after this first contact with the mediator. The mediator shall review the written report and other information on the circumstances and information available regarding the grievance. The mediator may ask each of the two parties to provide a brief memorandum setting forth its position with regard to the issue(s) that need to be resolved. The mediator may share the memorandum with the other party with the consent of the party that prepared the memorandum. The mediator will facilitate a meeting between the parties to assist them in obtaining a resolution of the grievance. If the grievance is resolved, the mediator will prepare, and both parties will indicate acceptance by signing, a statement of resolution. If the mediator is unable to help the parties reach resolution or determines that an impasse has been reached, both parties will be so informed in writing. The written statement of resolution or impasse will be provided to the grievant and Grantee within five (5) business days after the mediation meeting.

F. At this point either party may request binding arbitration, with the understanding that the decision of the arbitrator will be final and binding on both parties.

Section 12 – Binding Arbitration

A. The grievant may submit a Request for Binding Arbitration to the Grantee office (form included within Exhibit K). The completed form must be received by Grantee representative (QM Staff) within ten (10) business days after the

B. mediation ends. It may be submitted to the office in writing via U.S. mail, return receipt requested, electronic mail (with electronic signature), fax, or personal delivery during normal business hours.

C. If the Grantee representative (QM Staff) does not receive a written form requesting arbitration from the grievant within the specified period, the grievant will waive all further rights to grieve the situation.

D. Grantee representative (QM Staff) shall log in the request for arbitration, and, within two (2) business days after receipt, shall inform the grievant, DHSP Director, and the QM Chief that the request has been received. The QM Chief or designee may represent the Grantee in the arbitration process. Grantee representative (QM Staff) shall request a neutral arbitrator through the American Arbitration Association (AAA), or through a service identified appropriate by County Counsel, and the arbitration will be in accordance with the standards of the AAA. The AAA (or other arbitration service) will provide the name of a disinterested person who is skilled in the process of arbitration and lives in the EMA to the Grantee designee and grievant within five (5) business days after the Request for Binding Arbitration Form is received. This neutral person shall have had no involvement in the process that is the subject of the grievance nor will s/he have any direct interest in the outcome of the grievance process. The grievant and the Grantee representative (QM Staff) shall each approve the arbitrator or request a different arbitrator if the grievant or Grantee representative (QM Staff) is acquainted with the arbitrator or questions his/her selection.

E. Once the arbitrator has been accepted by both parties, s/he shall within

three (3) business days contact the grievant and Grantee representative (QM Staff) and agree on the date, time, and location for an arbitration meeting. A meeting will be scheduled within fifteen (15) business days.

F. The grievant and the Grantee have the rights to be informed by the other parties of the statement of issues and resolutions, and within five (5) business days before the arbitration meeting, to be in receipt of the other parties' exhibits and documentations not previously presented.

G. The arbitrator will review correspondence, records, or documentation related to the process that is the subject of the grievance, including materials from the mediator. The arbitrator may ask the two parties to provide additional information related to the grievance, either before or after the meeting.

H. Within seven (7) business days after the arbitration meeting, the arbitrator will deliver to the grievant and the Grantee an arbitration summary and decision, signed by the arbitrator. This decision will resolve the grievance.

I. Within three (3) days of receipt of the arbitrator's decision, all parties shall be required to sign one copy of the decision, which shall be binding on both parties.

Section 13 – Summary of Time Frames

A. An affected party shall initiate the mandatory informal resolution within ten (10) business days after a grievable Grantee procurement event or action occurs. The affected party will have ten (10) business days after the informal resolution process to file a formal grievance related to that event or action.

B. The time frames for the grievance resolution process are summarized below.

1. **Grievance prevention and early intervention** – five (5) business days after a concern is raised with the Grantee representative (QM Staff)
2. **Internal non-binding procedures** – seven (7) business days after the grievance is filed to determine whether the grievance has standing,

and an additional twenty (20) days for the QM Chief to hold a meeting and attempt to obtain a resolution of the grievance,

3. **Non-binding mediation** – twenty-five (25) business days after the mediation request is received by the Grantee to reach a resolution or an impasse, and

4. **Binding arbitration** – thirty (30) days after the arbitration request form is received by the Grantee to obtain a binding resolution from the arbitrator.

C. Time frames identified in this procedure may be altered only through mutual agreement of both parties, provided in writing.

Section 14 – Costs

The costs for grievances shall be as follows:

A. There shall be no cost for an informal discussion or for the internal review process.

B. The fees and costs of the Arbitrator will be split between the Grievant and the Administrative Agent's Office in accordance with the fees and cost schedules set forth by the rules of one arbitrations format (i.e., Commercial Arbitration Rules and Mediation Procedures, year 2008) or the American Arbitration Association. No decision issued by an arbiter shall include an assessment of fees and costs against either the grieving party or the respondent.

C. Both parties will be responsible for costs related to their own participation in the grievance resolution process, including costs related to any witnesses or documents they choose to bring forward.

Section 15 – Grantee Action Following Resolution of Grievances

Following any agreement reached regarding a grievance against the Grantee, the QM Chief, DHSP Director or designee, and Grantee representative (QM Staff) will meet to discuss the nature of the grievance and the settlement. This meeting will include discussion to clarify whether the agreement was made

through internal dispute resolution efforts, mediation, or binding arbitration. Focus will be on ensuring an understanding of the terms of the agreement and all required or desirable actions to be taken by the Grantee to fully meet these terms and to avoid similar situations in the
future. The Grantee will take action to ensure clear responsibility for ensuring that all provisions of the agreement are met within a time period specified in the agreement or, if no time period is included in the agreement, within a time period determined at the meeting.

Section 16 – Confidentiality and Protections

A. **Confidentiality:**

1. Mediators and arbitrators shall not divulge confidential information disclosed to them by the parties during mediation or arbitration, or share related records, reports, or other documents received, except that the mediator may provide such information to the arbitrator.

B. **Protections:** A grievant shall not be discriminated against nor suffer retaliation as a result of filing a grievance in good faith or participating in the investigation of a grievance.

Section 17 – Involvement of County Counsel and Planning Council

A. **County Counsel:** The Grantee representative (QM Staff) shall keep the County Counsel, as a representative of the Grantee, informed about all active grievances. At his/her discretion, the County Counsel may receive copies of written documents related to a grievance, and be present at meetings held at each level of the formal grievance process, including internal meetings, mediation, and arbitration. The Grantee representative (QM Staff) shall request

advice and assistance from the County Counsel as needed throughout the grievance process.

B. **Planning Council:** The Grantee shall inform the Planning Council staff when a grievance is received, and shall mention active grievances and the resolution of grievances when providing the Grantee report to the Planning Council. The Grantee shall not identify the grievant or provide details of the grievance.

Definitions

AAA – American Arbitration Association

Affected Party – An entity or individual that has standing to file a grievance due to being directly affected by the outcome of a covered process under these grievance procedures, such as service providers eligible for Ryan White Part A or Part B funds (including MAI funds), consumer groups, PLWH caucuses, and the Planning Council.

Arbitration – The submission of a dispute to an impartial or independent individual or panel for a binding determination. Arbitration is usually carried out under a set of rules. The decision of the arbitrator will be final and the findings specified in the arbitrator's report will be binding on both parties.

Arbitrator – An individual selected to decide a dispute or grievance. Arbitrators may be selected by the parties or by another individual or entity.

Binding – A process in which parties will be bound by the decision of a third party such as an arbitrator.

Costs – Charges for administering a dispute resolution process.

Day – In these policies, refers to a business or working day, not a calendar day.

Dispute Prevention – Techniques or approaches used by an organization to resolve disagreements at an early and informal stage, to avoid or minimize the number of disputes that reach the formal grievance process.

Grievance – A complaint or dispute that has reached the stage where the affected party seeks a formal approach to its resolution.

Grievant – An entity or eligible individual seeking a formal resolution of a grievance.

Impartiality – Freedom from bias or favoritism, in word or action; a commitment to aid all parties, not just a single entity or individual, in reaching a mutually acceptable agreement.

Mediation – A formal process in which a neutral person, the mediator, assists the parties in reaching a mutually acceptable resolution to their dispute. Mediation may involve meetings held by the mediator with the parties together and separately. The results of mediation can become binding if the parties agree to and sign them.

Mediator – A trained impartial and usually independent third party selected to help the parties reach an agreement on a determined set of issues.

Neutral – A term used to describe an independent third party, including a mediator or arbitrator, selected to resolve a dispute or grievance. The term indicates that the person does not favor either side in the dispute.

Non-Binding – Techniques in which the parties to a dispute attempt to reach an agreement but are not required to accept the results. The agreement must be voluntarily accepted by both parties; results are not imposed by a third party as they are in binding arbitration.

Party – Refers to one of the participants in the grievance process. This includes the grievant (the group or individual that brings the grievance action), and the respondent, (the entity against which the grievance is brought). In these grievance procedures, the second party, the respondent, is the Grantee, the County of Los Angeles Department of Public Health,Division of HIV and STD Programs

Remedy – The relief or result sought by a grievant in bringing a grievance. It can include a process change, monetary damages, or (in some situations) a reversal of a decision. In this EMA, remedies are prospective, which means they apply to future funding-related decisions, but do not apply retroactively, to past funding decisions.

Standing – A term referring to the eligibility of an entity or individual to bring a grievance. In the case of Ryan White Part A or Part B grievances, an entity or person that is directly affected by the decision has standing to challenge a Grantee or Planning Council decision with respect to funding.

With Respect to Funding – Refers to the types of grievances that must be covered under this Grantee grievance policy, including deviations from the Grantee's established contracting and awards process or subsequent changes in contractors or awards, or contracts and awards or changes in these contracts or awards that are not consistent with the priorities, directives, and resource allocations made by the Planning Council.

Los Angeles County Ryan White Program
Grievance Intake Form

Grievances and the Right to File a Grievance: Grievances may be filed with the County of Los Angeles Department of Public Health Division of HIV and STD Programs, Ryan White program administrative agency (the "Grantee"), regarding the following:

1. Deviations from the Grantee's established contracting and awards process (for example, the selection of a particular provider in a manner inconsistent with the Department of Public Health's established procurement process), and
2. Deviations from the established process for any subsequent changes to the selection of contractors or awards.
3. Contracts and awards not consistent with priorities (including any language regarding directives on how best to meet those priorities) and resource allocations made by the Planning Council, and
4. Contract and award changes not consistent with priorities and resource allocations made by the Council.

Eligibility: You are eligible to file a grievance if you are *directly affected* by the outcome of such a deviation. The following entities and individuals may be "affected parties" and eligible to file grievances:

- Providers of HIV-related services that might be eligible to receive Ryan White Part A or Part B funds, including Minority AIDS Initiative (MAI) funds
- The Los Angeles EMA HIV Planning Council (for grievances related to areas #3 and #4 above)

Timing: If you wish to file a grievance with the Grantee, this form must be completed, submitted, and received by the Division of HIV and STD Programs Quality Management (QM) within twenty (20) business days of the date of the alleged deviation, or the date the decision was announced. You will be contacted within two (2) business days after receipt of this form by QM Staff.

Filing Fee: There is no administrative fee associated with filing this grievance.

Informal Resolution: You are encouraged to consider informal discussion about your concerns prior to filing a grievance. Within ten (10) days after the date of the event or action, you may contact the Ryan White Part A Grantee representative (QM Staff) and request the opportunity to discuss your concerns and seek informal resolution. If you do not reach a resolution acceptable to you, you may still file a formal grievance using this form up to 30 days after the date of the alleged deviation or the announcement of the decision.

Submission: Submit the completed form to the County of Los Angeles at the address below by mail, electronic mail (with electronic signature), or fax, or bring it to the

office during normal working hours. The date of submission is the date the Grievance Intake Form is received by the Grantee representative (QM Staff). The office is

located at:

County of Los Angeles Department of Public Health
Division of HIV and STD Programs
Quality Management
600 S. Commonwealth Ave., 10th Floor
Los Angeles, CA 90005

Name(s) of person(s) filing the Grievance:_____

Name of Entity on whose behalf the grievance is being filed:

_____

[Check here if you are filing as an individual ___]

Address:

City and State **Zip code**

Telephone Number (daytime): **Cell phone (optional):**

E-mail address: **Fax number:**

Indicate ONE preferred method of contacting you:
___ Daytime phone ___ Cell phone ___ E-mail
___ Postal service ___ Other (specify)

What was the date of the alleged deviation from established policy or the date the decision was announced?

Which policy(ies) or procedures do you feel were not followed?

Describe the alleged deviation and how you (entity or individual) were directly affected.

Describe what remedy you seek.

(Add additional pages as needed).

I attest that the information provided in this form is accurate, that I as an individual or the entity I represent has standing to file a grievance with the Ryan White Part A and Part B Grantee.

Signature of Grievant: **Date:**

Request for Non-Binding Mediation Form

Eligibility: You may request non-binding mediation if you filed a grievance under Los Angeles EMA Ryan White Program grievance policies, the grievance was found to have standing, and you are not satisfied with the proposed resolution in the report of the DHSP Chief of Quality Management (QM).

Timing: DHSP must receive your request for non-binding mediation within ten (10) business days after you received the written report of the QM Chief on your grievance.

Filing Fee: The administrative fee for non-binding mediation is $50. The fee is due at the time of filing, and may be paid by check or money order.

Submission: Submit the completed form to the County of Los Angeles at the address below by mail, electronic mail (with electronic signature), or fax, or bring it to the office during normal working hours. The date of submission is the date the Request for Non-Binding Mediation Form is received by Grantee staff. Grantee offices are located at:

County of Los Angeles Department of Public Health
Division of HIV and STD Programs
Quality Management
600 S. Commonwealth Ave., 10th Floor
Los Angeles, CA 90005

Information Required: Your original grievance is on file at DHSP Quality Management. Please include in this request your contact information, any updated information regarding your grievance and desired remedy, and why you are seeking mediation.

Name(s) of person(s) filing the grievance:_____

Name of entity on behalf of which the grievance was filed:_____
[Check here if you are filing as an individual ___]

Address:

City and State **Zip code**

Telephone Number (daytime): **Cell phone (optional):**

E-mail address: **Fax number:**

Indicate ONE preferred method of contacting you:

___ Daytime phone ___ Cell phone ___ E-mail
___ Postal service ___ Other (specify)

On what date did you file the original grievance?

Why are you requesting non-binding mediation?

Please provide any desired updated information about your grievance, how you were directly affected, and the desired remedy. (Use additional pages as needed.) If the information on your Grievance Intake Form is complete and still applies, please indicate that here.

I am requesting non-binding mediation. I have been provided information about the process and agree to cooperate with the mediator and to meet the timeframes specified.

Signature: **Date:**

EXHIBIT M

Request for Binding Arbitration Form

Eligibility: You may request binding arbitration if you filed a grievance under Los Angeles EMA Ryan White Program grievance policies, the grievance was found to have standing, and you were unable to reach a satisfactory resolution through the Grantee's internal review by DHSP Quality Management staff (QM) or through non-binding mediation.

Binding Arbitration: If you participate in binding arbitration, the decision of the arbitrator will be final and the findings specified in the arbitrator's report will be binding on both parties.

Timing: DHSP must receive your request for binding arbitration within ten (10) business days after you received the report of the mediator indicating an impasse or an indication that no mutually satisfactory resolution was reached.

Filing Fee: The administrative fee for binding arbitration is $100. The fee is due at the time of filing, and may be paid by check or money order.

Submit the completed form to the County of Los Angeles at the address below by mail, electronic mail (with electronic signature), or fax, or bring it to the office during normal working hours. The date of submission is the date the Request for Binding Arbitration Form is received by the Grantee rep. (QM Staff). The office is located at:

County of Los Angeles Department of Public Health
Division of HIV and STD Programs
Quality Management
600 S. Commonwealth Ave., 10th Floor
Los Angeles, CA 90005

Information Required: Your original grievance and your request for non-binding mediation are on file at the Ryan White Program office. Please include in this request your contact information, any updated information regarding your grievance and desired remedy, a description of previous steps taken under non-binding procedures including mediation that have not resulted in agreement, and why you are seeking binding arbitration.

Name(s) of person(s) filing the grievance:

Name of entity on behalf of which the grievance was filed:
[Check here if you are filing as an individual ___]

Address:

City and State **Zip code**

Telephone Number daytime): **Cell phone (optional):**

E-mail address: **Fax number:**

Indicate ONE preferred method of contacting you:
___ Daytime phone ___ Cell phone ___ E-mail
___ Postal service ___ Other (specify)

On what date did you file the original grievance?

Please describe the previous steps taken under non-binding procedures, including mediation, that have not resulted in an agreement.

Why are you requesting binding arbitration?

Please provide any desired updated information about your grievance, how you were directly affected, and the desired remedy. (Use additional pages as needed.) If the information on your Grievance Intake Form and Request for Non-Binding Mediation is complete and still applies, please indicate that here.

I am requesting binding arbitration. I have been provided information about the process. I agree to meet specified deadlines for providing information and to participate in one or more sessions with the arbitrator. ***I recognize and accept that the decision of the arbitrator will be final and must be followed by both parties.***

Signature: **Date:**

APPENDIX B

STATEMENT OF WORK
FOR
LEGAL SERVICES FOR RYAN WHITE PROGRAM (RWP) ELIGIBLE PERSONS LIVING WITH HIV (PLWH)

IFB No. 2018-008

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	DESCRIPTION	3
	1.1 DHSP Program Goals and Objectives	4
2.0	ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS	4
3.0	QUALITY MANAGEMENT PROGRAM	4
4.0	COUNTY'S QUALITY ASSURANCE PLAN	4
5.0	DEFINITIONS	5
6.0	RESPONSIBILITIES	6
	COUNTY	
	6.1 Personnel	6
	CONTRACTOR	
	6.2 Project Manager	6
	6.3 Legal Services Staffing	7
	6.4 Directing Attorney	8
	6.5 Staff Attorney	8
	6.6 Paralegal	9
	6.7 Approval of Contractor's Staff and Subcontractor(s)	9
	6.8 Staff Retention Policies and Procedures	10
	6.9 Uniforms/Identification Badges	10
	6.10 Training	10
	6.11 Contractor's Office	10
	6.12 Material, Supplies, and Equipment	11
	6.13 Guideline on Administrative and Educational Materials Review	12
	6.14 County's Data Management System	12
	6.15 Emergency Medical Treatment	12
	6.16 County's Commission on HIV	13
	6.17 Ryan White Service Standards	13
	6.18 Maintain Program Records and Comply with Standards and Guidelines	14
7.0	HOURS/DAYS OF WORK	15
8.0	WORK SCHEDULES	15
9.0	SPECIFIC WORK REQUIREMENTS	16

LEGAL SERVICES FOR RYAN WHITE PROGRAM (RWP)
ELIGIBLE PERSONS LIVING WITH HIV (PLWH)
STATEMENT OF WORK

1.0 DESCRIPTION

Contractor shall provide Legal Services to Ryan White Program (RWP) Eligible Persons Living with HIV (PLWH) residing in Los Angeles County. Legal services are intended to help mitigate the impact of restrictive economic conditions by providing relevant legal advice, support, and intervention directly necessitated by legal challenges due to an individual's HIV status. Some of the challenges faced by PLWH are denial of public benefits, tenant rights issues, immigration status concerns, and debtor-creditor conflicts. Services to be provided include, but shall not be limited to, the following activities:

1.0.1 Legal Services: Contractor shall conduct appropriate action on behalf of client to meet the client's legal needs due to an individual's HIV status for which client has retained Contractor to assist. This includes providing relevant legal advice and counseling, referrals to other providers/programs (including such non-legal resources as may be appropriate), referrals to pro bono attorneys, and representing clients in court and administrative proceedings where appropriate. Services to be provided include legal check-up, client intake, legal representation, and case closure in order to assist PLWH with, but not limited to denial of public benefits, tenant rights issues, immigration status concerns, and debtor-creditor conflicts.

1.0.2 Legal Educational Forums: Contractor will conduct five (5) legal education forums for PLWH in various Service Planning Areas (SPAs) throughout Los Angeles County. Legal forums are informational sessions aimed at educating people living with HIV and HIV service providers regarding legal issues relevant to their HIV diagnosis or in their work with PLWH and to bring awareness to what legal services are available and how to access the services. Contractor shall evaluate the effectiveness of its educational forums after each presentation.

Legal Services for RWP eligible PLWH do not include legal assistance that arranges for guardianship or adoption of children after the death of their legal caregiver, and/or legal services that support any criminal defense, discrimination litigation, or class action suits that are unrelated to HIV medical or support services.

Contractor shall provide services in accordance with procedures formulated and adopted by the State Bar of California and in compliance with all applicable federal, State, County, and local laws and regulations and all applicable rules of professional conduct governing the provision of legal services as they currently exist or shall exist at any future time during the term of this Contract. Services shall be provided in accordance with the Los Angeles County Commission on HIV Standards of Care for Legal Services, Part A of the Ryan White HIV/AIDS Treatment Modernization Act, and the terms of this Contract.

1.1 DHSP Program Goals and Objectives

Contractor is required to achieve the DHSP Goals and Objectives for Legal Services as described in Table 1 below:

Table 1

LEGAL SERVICES GOALS AND OBJECTIVES	
PRIMARY GOAL:	Provide legal representation, assistance, and education to ensure access to and continuity of benefits and services that assist eligible RWP clients in maintaining health and a higher quality of life.
PROGRAM GOALS:	1. Promote availability of legal services to RWP eligible persons directly and through DHSP contracted HIV service providers. 2. Provide legal services, as requested, to RWP eligible persons.
OBJECTIVES:	A. Increase knowledge among RWP eligible clients of their legal rights and available programs and services. B. Increase knowledge among DHSP contracted HIV service providers of the availability of legal services for RWP eligible persons. C. Conduct appropriate action on behalf of clients to meet their legal needs for which they have retained Contractor to assist.

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

2.1 Contractor must obtain permission from the Director of DHSP, at least sixty (60) days prior to the addition/deletion of service facilities, specific tasks and/or work hour adjustments.

2.2 All changes must be made in accordance with Paragraph 8, Alteration of Terms/Amendments of the Contract.

3.0 QUALITY MANAGEMENT PROGRAM

The Contractor shall implement a Quality Management (QM) Program, as defined in this Contract, Paragraph 18K, Quality Management, Paragraph 18L, Quality Management Plan, and Paragraph 18M, Quality Management Program Monitoring, that assesses the extent to which the HIV-related care and services provided are consistent with federal, State, and local standards of HIV care and services.

4.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 38, County's Quality

Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

4.1 **Meetings**

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

4.2 **County Observations**

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

5.0 DEFINITIONS

5.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work (SOW).

5.2 **Contractor:** The non-profit corporation that has entered into a contract with the County to perform or execute the work covered by the Statement and Scope of Work.

5.3 **Contractor's Project Manager**: The Contractor's designee responsible to administer the Contract operations and to liaise with the County after the Contract award.

5.4 **County's Project Director**: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

5.5 **County's Project Manager**: Person designated by County's Project Director to manage the operations under this Contract. Responsible for managing inspection of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.

5.6 **Day(s)**: Calendar day(s) unless otherwise specified.

5.7 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

5.8 **RWP Eligible Client:** An uninsured or underinsured Los Angeles County resident living with HIV whose income is at or below five hundred percent (500%) of the Federal Poverty Level.

(visit https://www.federalregister.gov/documents/2017/01/31/2017-02076/annual-update-of-the-hhs-poverty-guidelines).

5.9 **Subcontractor/Consultant:** An agency contracted or providing in-kind or consultative services to Contractor to accomplish specific work requirements of the Appendix B, Statement of Work. All agreements must be in writing and approved by the DHSP Director or his designee.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 23, Administration of Contract - County. Specific duties will include:

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

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

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alterations of Terms/Amendments.

6.1.4 The County shall provide the Contractor with a list of DHSP contracted HIV Services Providers.

CONTRACTOR

Contractor shall:

1. Have a minimum of five (5) years' experience within the last ten (10) years, providing legal services to persons living with HIV (PLWH) addressing at least three (3) of the following categories: denial of public benefits, tenant rights issues, immigration status concerns, and debtor-creditor conflicts.

2. Be responsible for assigning appropriate level of staffing to perform legal services as described in Subsections 9.1 and 9.2 in accordance with procedures formulated and adopted by the State Bar of California and comply with all applicable federal, State, County, and local laws and regulations and all applicable rules of professional conduct governing the provision of legal services.

3. Continue operation as a tax-exempt, non-profit organization qualified under Internal Revenue Services Code – Section (501)(c)(3).

6.2 Project Manager

6.2.1 Contractor shall provide a dedicated Project Manager and designated alternate. County must have access to the Project Manager during normal working hours as designated in Section 7.0, Days/Hour of Work. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis during those hours.

6.2.2 Project Manager shall act as a central point of contact with the County.

6.2.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.2.4 Project Manager must be physically located at a Contractor's office location in Los Angeles County.

6.3 Legal Services Staffing

6.3.1 Contractor shall assign a sufficient number of legal services staff to perform the required work.

6.3.2 Contractor's staff and/or subcontractor(s) providing legal services shall display non-judgmental, culture-affirming attitudes and provide services that are culturally and linguistically appropriate.

6.3.3 Contractor's staff, including attorneys and paralegals, shall have the skills and abilities to specialize in the areas of most critical need to PLWH.

6.3.4 Licensed volunteer attorneys, law students, law school graduates and other legal professionals may practice under the supervision of a qualified directing attorney to expand program capacity.

6.3.4.1 Contractor may not bill County for services delivered by volunteers but may bill for Contractor's time related to recruiting, training or supporting such volunteers to provide services under this Contract.

6.3.4.2 All legal services staff and volunteers shall complete an agency-based orientation before providing services. Contractor shall ensure attorneys and volunteer attorneys practice according to the State Bar of California's Rules of Professional Conduct.

6.3.5 Contractor shall be required to perform background checks of their employees as set forth in Administration of Contract, Paragraph 23, sub-paragraph D – Background & Security Investigations, of the Contract. All costs associated with the background and security investigation shall be borne by the Contractor.

6.3.6 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, subcontractor and consultant providing legal services, according to the Contract, Paragraph 18S, Guidelines for Staff Tuberculosis Screening.

6.3.7 Contractor shall ensure annual performance evaluations are conducted on all staff budgeted and performing services under the proposed contract to ensure program staff are meeting job duties as required.

6.4 Directing Attorney

Directing attorney must adhere to the following:

6.4.1 Shall maintain a minimum history of two (2) years as an active member in good standing with the State Bar of California;

6.4.2 Shall have actively practiced law in California;

6.4.3 Shall have practiced law as a full-time occupation for a minimum of four (4) years;

6.4.4 Shall assume professional responsibility for any work that staff attorney(s) perform under the directing attorney's supervision;

6.4.5 Shall assist, counsel, and provide direct supervision to the staff attorney(s) in their activities and review such activities with the attorney(s), to the extent required for the protection of the client;

6.4.6 Shall read, approve, and personally sign any pleadings, briefs, or other similar documents prepared by the staff attorney(s) before their filing, and must read and approve any documents prepared by the staff attorney(s) for execution by any person who is not a member of the State Bar of California before their submission for execution; and

6.4.7 May, in his or her absence, designate another directing attorney who meets the requirements of pargraphs 6.4.1 through 6.4.6 to provide the supervision required under this rule.

6.5 Staff Attorney

6.5.1 Shall have actively practiced law in California and be an active member in good standing with the State Bar of California;

6.5.2 Shall conduct appropriate action on behalf of the client to meet their legal needs; represent clients in court and administrative proceedings where appropriate, and provide ongoing relevant legal advice, support, and intervention, as necessitated by legal challenges due to an individual's HIV status, as specified in Section 9.0, Specific Work Requirements.

6.6 Paralegal

6.6.1 Shall hold an active certificate of completion of a paralegal training program approved by the American Bar Association, or by California Department of Education, or Graduation from law school.

6.6.2 Shall conduct legal check-up to determine client's legal needs; conduct client intake for all clients to determine RWP eligibility; and develop criteria and procedures for case closures in accordance with the State Bar of California's Rules of Professional Conduct, as specified in Section 9.0, Specific Work Requirements.

6.6.3 Shall conduct outreach, coordinate, and facilitate, as needed, legal educational forums to provide informational sessions aimed at educating PLWH and HIV service providers.

6.7 Approval of Contractor's Staff and Subcontractors

6.7.1 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director.

6.7.2 Contractor shall remove and replace personnel performing services under this Contract within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

6.7.3 County has the absolute right to approve or disapprove all of Contractor's subcontractor(s) or consultant(s) performing work hereunder and any proposed changes in subcontractor(s).

6.7.4 Contractor shall obtain approval of DHSP Director or his designee prior to signing any subcontractor(s) or consultant(s) agreement and shall give DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

6.7.5 Subcontractor(s) shall remove and replace personnel performing services under this Contract within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

6.8 Staff Retention Policies and Procedures

Contractor shall demonstrate recruitment and retention of legal staff and shall provide County a staff retention policies and procedures plan within thirty (30) days of the Contract start date.

6.9 Uniforms/Identification Badges

6.9.1 Dress code is business professional as defined by the Contractor.

6.9.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 23, Administration of Contract, sub-paragraph C – Contractor's Staff Identification, of the Contract.

6.10 Training

6.10.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.10.2 Staff, attorneys and volunteers shall be trained and remain knowledgeable of relevant legal and non-legal HIV issues.

6.10.3 All employees shall be trained in their assigned tasks and in the safe handling of equipment, as applicable. All equipment shall be checked daily for safety. All employees, who operate equipment, must wear safety and protective gear according to OSHA standards, as applicable.

6.11 Contractor's Office

Contractor shall maintain an office in Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall 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 the Contractor's performance of the Contract.

When the office is closed, Contractor shall provide an answering service to receive calls and must check for messages, at least, once every *twenty-four (24) hours*.

6.11.1 **Contractor's Facility:** Contractor shall maintain each facility in good repair and sufficient to facilitate high-quality, appropriate services (if applicable). Contractor's facility and location shall satisfy each of the following requirements, as applicable:

a. Meets American's with Disabilities Act requirements for accessibility;
b. Is near public transportation;
c. Remains open during client-friendly hours (e.g., evenings, weekends);

d. All equipment needed is in working order;
e. Easy to enter site (e.g. not required to cross through multiple gates);
f. Privacy at the front (sign-in area) or reception desk;
g. Free of graffiti and trash on grounds and in facility;
h. Designated room for all services
i. Security provided outside and inside the facility;
j. Confidential exam, treatment and interview rooms present and available for use;
k. Clear, distinct outside signage; and
l. Facilities are clean, well-lit, clearly marked indicating location of services.

6.11.2 **Contractor's Service Delivery Site(s):** Contractor's facilities where services are to be provided hereunder are located at: To Be Determined.

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

A memorandum of understanding shall be required for service delivery sites on locations or properties not owned or leased by Contractor with the entity that owns or leases such location or property. Contractor shall submit all memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

6.11.3 **Emergency and Disaster Plan:** Contractor shall submit to DHSP, upon request as part of the Administrative Review, an emergency and disaster plan, describing procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and clients.

6.11.4 **People with HIV/AIDS Bill of Rights and Responsibilities:** The County will administer the Contract according to the Contract, Paragraph 18R, People with HIV/AIDS Bill of Rights and Responsibilities.

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

6.12 Materials, Supplies and Equipment

6.12.1 The County will not provide the Contractor with any materials, supplies and or equipment.

6.12.2 The purchase of all materials, supplies, and/or equipment to provide the applicable services under this contract is the responsibility of the Contractor.

Contractor shall use materials, equipment, and or supplies that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance by the DHSP Director in order to be eligible for cost reimbursement.

6.12.3 In no event shall the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.

6.13 Guidelines on Administrative and Educational Materials Review

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

6.13.2 Contractor shall comply with federal, state, and local regulations regarding HIV or STD educational materials.

6.13.3 Additional information about materials review and related guidelines can be found at: http://publichealth.lacounty.gov/dhsp/docs/MaterialReviewProtocol2016l.pdf or by calling DHSP Materials Review at (213) 351-8094.

6.14 County's Data Management System

6.14.1 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 epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements as provided in writing by DHSP.

6.14.3 Contractor shall utilize County's data management system to register client's demographic/resource data; enter service utilization data, medical and support service outcomes; and record linkages/referrals to other service providers and/or systems of care.

6.14.4 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI).

6.15 Emergency Medical Treatment

6.15.1 Contractor shall arrange immediate transport for any client receiving services who require emergency medical treatment for physical illness or injury.

6.15.2 Contractor shall have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

6.16 County's Commission on HIV

Contractor shall actively view the County's Commission on HIV (Commission) website (http://hivcommission-la.info/) and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV care services in Los Angeles County.

6.17 Ryan White Service Standards

6.17.1 Contractor shall maintain materials documenting consumer advisory board (CAB) activities and meetings: Documentation shall consist of, but not limited to:

a) CAB membership;
b) Dated meetings;
c) Dated minutes;
d) A review of agency's bylaws; or
e) An acceptable equivalent.

6.17.2 The CAB shall regularly implement and establish:

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

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

a) Inability to produce income documentation;
b) Non-payment of services (No fees shall be charged to individuals eligible to receive services under this Contract); or
c) Requirement of full payment prior to services being delivered.

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

6.17.4 Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include, but is not limited to:

a) Maintaining files of eligibility and clinical policies;
b) Maintaining files on individuals who are refused services; and the reason for the refusal.
c) Documentation of eligibility and clinical policies to ensure they do not:

1. Permit denial of services due to pre-existing conditions;
2. Permit denial of services due to non-HIV related conditions (primary care); and
3. Provide any other barriers to care due to a person's past or present health condition.

6.17.5 Contractor shall develop and maintain written policies for the following:

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

6.18 Maintain Program Records and Comply with Standards and Guidelines

6.18.1 Contractor shall ensure that adequate documentation is maintained of all legal services provided to each client in sufficient detail to permit an evaluation of such services. Required documentation per each client record shall include, but not be limited to:

a) Ryan White Program eligibility documentation;
b) Client demographics;
c) Intake and assessment information;
d) Referrals provided and interventions made on behalf of the client and results of these referrals and interventions; and
e) Documentation of all legal services provided to the client and results of such service provision.*

6.18.2 As directed by DHSP, Contractor shall submit monthly, quarterly, semi-annual, and/or annual reports in hard copy and/or electronic format within the specified time period. Reports shall include all the required information relating to legal services and legal educational forums and be completed in the designated format.

6.18.3 Legal services for RWP eligible clients provided under this Contract must be in accordance with Department of Health and Human Services HIV Treatment Guidelines and standards of care as determined by the Los Angeles County Commission on HIV.

**The Contractor acknowledges that the documents and information identified herein shall be disclosed only to the extent of any consent received from the client.*

7.0 HOURS/DAY OF WORK

The Contractor shall provide legal services during the days and hours most convenient in meeting the needs of RWP clients. Hours may be during the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., and/or may also include alternate hours such as evenings, weekends, and some County-observed holidays. Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Cesar Chavez Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a work schedule for each location/facility to the County Program Manager within sixty (60) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, afternoon, and/or evening the tasks will be performed.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Program Manager for review and approval within thirty (30) working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS

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

9.1 Legal Services

Legal Services to be provided shall include, but not be limited to legal check-up, client intake, legal representation, and case closure addressing denial of public benefit, tenant rights issues, immigration status concerns, and debtor-creditor conflicts.

Note: Services not supported by this Agreement include, any legal services that arrange for guardianship or adoption of children after the death of their legal caregiver; legal services that support any criminal defense, discrimination litigation, or class action suits that are unrelated to HIV medical or support services.

9.1.1 **Legal check-up:** Contractor shall provide a legal check-up to determine client's legal needs, which includes a comprehensive one-on-one legal evaluation and counseling session with a trained legal advocate covering the most important legal questions faced by PLWH, including (but not limited to):

a) Denial of public benefits;
b) Tenant rights issues;
c) Immigration status concerns; and
d) Debtor-creditor conflicts.

9.1.1.1 Minimum number of clients served: Provide legal services for a minimum of one hundred twenty-five (125) unduplicated RWP eligible clients annually through legal representation and assistance.

9.1.1.2 Appointment confirmation: Contractor shall confirm appointments with clients at least twenty-four (24) hours before scheduled appointments. Contractor shall maintain documentation of all attempts to confirm appointments and all confirmed appointments within the client record.

9.1.2 **Client intake and RWP eligibility screening:** Contractor shall conduct client intake for all clients who request or are referred to Contractor for legal services. The intake determines RWP eligibility and includes demographic data, emergency contact information, next of kin and eligibility documentation. Client intake shall be completed during the first contact with the potential client. Contractor shall maintain a client record of each RWP eligible client receiving legal services. All required documentation shall be maintained within each client record, including required intake information, forms, and eligibility documentation.

9.1.2.1 During the client intake process and throughout legal service delivery, client confidentiality shall be strictly maintained and enforced complying with all relevant legal practice standards of the State Bar of California.

9.1.2.2 Completed forms listed here are required for each client:

a) Release of Information (must be updated annually). This form details the specific person(s) or agencies to or from whom information will be released as well as the specific kind of information to be released. New forms must be

added for those individuals not listed on the existing Release of Information; and

b) Client Rights and Responsibilities (which may be set forth in the Contractor's normal retainer Contract).

9.1.2.3 Contractor shall obtain the following RWP client eligibility documentation:

a) Verification of HIV diagnosis;
b) Verification of income (which may be self-certified if other documentation is not available); and
c) Verification of residence in Los Angeles County (which may be self-certified if other documentation is not available).

9.1.3 **Legal Representation**: Contractor shall provide ongoing relevant legal advice, support, and intervention, as necessitated by legal challenges due to an individual's HIV status. Contractor shall conduct appropriate action on behalf of the client to meet their legal needs for which the client has retained the Contractor to assist. This includes providing relevant legal advice and counseling, referrals to other providers/programs (including such non-legal resources as may be appropriate), referrals to pro bono attorneys, and representing clients in court and administrative proceedings where appropriate.

9.1.4 **Case Closures:** Contractor shall develop criteria and procedures for case closures. All attempts to contact a client and notifications about case closure will be documented in the client file, along with the reason for case closure. Cases will be closed in accordance with the State Bar of California's Rules of Professional Conduct. To the extent permitted by such rules, cases may be closed when the client:

a) Has had no direct program contact in the past six (6) months;
b) Has become ineligible for the service;
c) Is deceased;
d) No longer needs the service;
e) Decides to discontinue the service;
f) Is improperly utilizing the service; and/or
g) Has not complied with the retainer Contract executed by Contractor and the client.

9.2 Conduct Legal Educational Forums

Contractor shall conduct a minimum of five (5) legal educational forums annually in SPAs 2, 4, 6, and 8. Legal forums are informational sessions aimed at educating PLWH and HIV service providers regarding legal issues relevant to an HIV diagnosis and providing education on how to access legal services in their communities.

9.2.1 **Logistics:** Contractor shall coordinate the logistics of the forums with DHSP-funded HIV service providers in SPAs 2, 4, 6, and 8. Space for the forums will be provided by the HIV service providers in order to conduct the forums where clients currently frequent. Outreach and advertising for the forums, including flyers, posters, etc. shall be provided to all DHSP-funded HIV service providers County-wide to distribute and post to inform clients about scheduled forums.

9.2.2 **Evaluation of Forums:** Contractor shall evaluate the effectiveness of each of its educational sessions upon completion of the forum. At a minimum, contractor shall track number of participants, number of legal questions asked, and feedback from the participants on effectiveness of the forum.

APPENDIX D

REQUIRED FORMS

FOR

LEGAL SERVICES FOR
RYAN WHITE PROGRAM (RWP)
ELIGIBLE PERSONS LIVING WITH HIV (PLWH)
INVITATION FOR BIDS (IFB)
IFB: #2018-008

APPENDIX D – REQUIRED FORMS
TABLE OF CONTENTS

Exhibits

BUSINESS FORMS

1 BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

2 CERTIFICATION OF NO CONFLICT OF INTEREST

3 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

4 REQUEST FOR PREFERENCE CONSIDERATION

5 BIDDER'S EEO CERTIFICATION

6 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

7 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

8 CHARITABLE CONTRIBUTIONS CERTIFICATION

PRICING FORMS

9 PRICING SHEET

10 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF IFB RESTRICTIONS

ADDITIONAL BUSINESS FORMS

11 CERTIFICATE OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

12 ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

13 ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

14 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

15 VENDOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
REQUIRED FORMS - EXHIBIT 1
BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Bidder's Legal Full Name: _____

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

☐ Bidder's form of business entity:

a. Please check box if your firm is one of the following:

☐ Corporation

☐ Limited liability company

☐ Non-profit corporation

State its legal name (as found in your Articles of Incorporation) and State of Incorporation:

_____ _____ _____

Legal Name State Year Incorporated

b. If your firm is a sole proprietor or limited partnership, state the name of the proprietor or managing partner:

_____

Name(s)

c. Others (e.g. governmental agencies, school districts, educational institutions, and hospitals, etc.):

_____

Type of entity

2. Is your firm doing business under one or more DBA's? ☐ Yes ☐ No

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

3. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No

If yes, name of parent firm: _____

State of incorporation or registration of parent firm: _____

4. Has your firm done business as other names within the last five (5) years? ☐ Yes ☐ No

Name	Year of Name Change
_____	_____
_____	_____

5. Is your firm involved in any pending acquisition or merger, including the associated company name?

☐ Yes ☐ No

_____

REQUIRED FORMS – EXHIBIT 1

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION-

Bidder must demonstrate its ability to meet **each** of the Bidder's Minimum Mandatory Requirements outlined in Section 1.4 of the IFB **by the date on which bids are due.** Bidder should document all relative experience and qualifications in order to demonstrate compliance with the Bidder's Minimum Mandatory Requirements. Bidder acknowledges and certifies that firm meets and will comply with the Minimum Mandatory Requirements as stated in Paragraph 1.4. of this Invitation for Bids, as listed below. **Subcontractor(s) and/or consultant(s) may not be used to meet any of the Bidder's Minimum Mandatory Requirements.**

Check the appropriate boxes: *(Bidder must check a box under each Section below. Failure to check any boxes or provide required responsive information may result in disqualification of your bid as non-responsive.*

1.4.1	**Experience**: Bidder must have a minimum of five (5) years' experience within the last ten (10) years providing legal services to persons living with HIV (PLWH) addressing at the minimum three (3) of the following categories: ☐ Yes. (If yes, Bidder must check a minimum of three (3) of the following categories. For each category checked, bidder must indicate below the years of experience and provide a detailed narrative to demonstrate that these minimum mandatory requirements are met. (Bidder must check appropriate boxes below) ☐ 1. Denial of public benefits ☐ 2. Tenant rights issues ☐ 3. Immigration status concerns ☐ 4. Debtor-creditor conflicts ☐ No. Bidder <u>does not</u> have the experience requirements stated above.
Indicate Years of Experience from _____ to _____ **mm/yr. mm/yr.**	
Description of Experience – Bidder must provide a detailed narrative to demonstrate that Bidder meets the above-referenced requirement for each of the categories checked. Please attach additional sheets as necessary.	

1.4.2	Bidder must be a tax-exempt, registered non-profit organization qualified under Internal Revenue Service's Code - Section (501) (c)(3). Bidder must submit a copy of its IRS (501)(c)(3) Determination Letter. ☐ Yes. [IRS (501)(c)(3) Determination Letter attached] ☐ No.
1.4.3	**Location**: Bidder must have an office(s) location in Los Angeles County (LAC). ☐ Yes. (if yes, provide address of office(s) location below) ☐ No. **Office(s) Address:** | | | | | | | | |

REQUIRED FORMS – EXHIBIT 1

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION-

I. 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.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

BIDDER NAME:		**COUNTY WEBVEN NUMBER:**
ADDRESS:		**DUNS NUMBER:**
PHONE NUMBER:	**E-MAIL:**	**CAGE NUMBER:**
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		**CALIFORNIA BUSINESS LICENSE NUMBER:**
BIDDER OFFICIAL NAME AND TITLE (PRINT):		
SIGNATURE		**DATE**

.....

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Bidder Name:
Bidder Official Title
Official's Signature

REQUIRED FORMS – EXHIBIT 3

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Bidder certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

2) that all persons acting on behalf of the Bidder's organization have and will comply with it during the bid process; and

3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature	Date:

REQUIRED FORMS – EXHIBIT 4

For County Solicitations subject to the Federal Restriction

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☐ A business which meets the eligibility requirements of a small business as defined by the Small Business Administration and which is registered as a small business on the Federal System for Award Management (SAM) data base; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ Request for Social Enterprise (SE) Program Preference

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

☐ **DCBA certification is attached.**

Name of Firm:	County Webven No.:
Print Name:	Title:
Signature:	Date:

Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS – EXHIBIT 5
BIDDER'S EEO CERTIFICATION

Company Name:

Address:

Internal Revenue Service Employer Identification Number:

GENERAL

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

CERTIFICATION

1. Bidder has written policy statement prohibiting discrimination in all phases of employment.	☐ Yes ☐ No
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	☐ Yes ☐ No
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups	☐ Yes ☐ No
4. When problem areas are identified in employment practices. Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	☐ Yes ☐ No

Signature:	Date:

Name and Title of Signer (Please print):

REQUIRED FORMS – EXHIBIT 6

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV

Bidders unable to meet this requirement shall not be considered for contract award.

Bidder shall complete all of the following information, sign where indicated below, and return this form with their bid.

A. Bidder has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Bidder is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Bidder's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS – EXHIBIT 7

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ❑ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ❑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 8

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name:

Address:

Internal Revenue Service Employer Identification Number:

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature:	Date:

Name and Title of Signer (please print)

REQUIRED FORMS – EXHIBIT 9

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
LEGAL SERVICES FOR RYAN WHITE PROGRAM (RWP)
ELIGIBLE PERSONS LIVING WITH HIV (PLWH)

PRICING SHEET

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The rate(s) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Pricing Sheet, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Using the approved format for the Pricing Sheet provided below, Bidder must prepare and submit a proposed pricing sheet for Legal Services. This will serve as the Bidder's proposed annual price to provide the services as described in the IFB and Appendix B, Statement of Work. **NOTE: Bidder selected for funding award will be required to use a different format and provide additional information for the final budget and budget justification. Samples can be found on the following link: http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm**

Funding for Legal Services for RWP eligible clients comes from the federal Ryan White Program (RWP) grant and net County cost. DPH intends to fund one (1) contract to provide these services.

Item	Description	Rate per Hour (Unit Price)	Estimated Annual hours	Annual Price (Rate per hour x Estimated Annual hours)
1.	**Directing Attorney** (Appendix B, Statement of Work)	$_____/Hour	100*	$ _____
2.	**Staff Attorney** (Appendix B, Statement of Work)	$_____/Hour	2,500*	$ _____
3.	**Paralegal** (Appendix B, Statement of Work)	$_____/Hour	2,400*	$ _____

*The estimated annual hours provided above are only estimates and are not intended as any guarantee of future usage.

TOTAL PROPOSED ANNUAL PRICE (ITEMS 1 + 2 + 3) =	**$ _____**

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 10

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF IFB RESTRICTIONS

A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

B. List name(s) and telephone number(s) of all persons legally authorized to commit the Bidder.

	NAME	PHONE NUMBER
1.	Click here to enter text.	Click here to enter text.
2.	Click here to enter text.	Click here to enter text.
3.	Click here to enter text.	Click here to enter text.

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. 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".

Click here to enter text.

Click here to enter text.

☐ NONE

D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this bid.

Click here to enter text.
Name of Firm

Click here to enter text. Click here to enter text.
Print Name of Signer Title

Click here to enter text. Click here to enter a date.
Signature Date

REQUIRED FORMS – EXHIBIT 11

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:

Signature:	Date:

REQUIRED FORMS – EXHIBIT 12

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

Bidder/Contractor, _____, hereby affirms that it
(Bidder's/Contractor's Legal Entity Name)

understands and agrees that a submission of a Bid in response to the County of Los Angeles, Department of Public Health, IFB No. 2018-008 for Legal Services for Ryan White Program (RWP) Eligible Persons Living with HIV (PLWH), constitutes acknowledgment and acceptance of, and a willingness to comply with, all terms, conditions, and criteria contained in the referenced IFB and any addenda thereto.

I, the Official named below, hereby certify that I am duly authorized legally to bind the Bidder to the above described affirmation.

Signature of Authorized Representative of Proposing/Contracting Entity:	Date:
Print Name:	Title

REQUIRED FORMS - EXHIBIT 13

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

BIDDER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Bidder acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that bidder or a member of his staff performing work under the proposed Contract will be in compliance. Bidder further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any bid, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

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

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

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

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

_____
Signature of Authorized Representative

Title of Authorized Representative _____

Printed Name of Authorized Representative _____

REQUIRED FORMS – EXHIBIT 15

VENDOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Vendor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, vendor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS		**Documentation Available**
1) Will County data stored on your workstation(s) be encrypted?	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**
2) Will County data stored on your laptop(s) be encrypted?	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**
3) Will County data stored on removable media be encrypted?	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**
4) Will County data be encrypted when transmitted?	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**
5) Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools?	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**
6) Will County data be stored on remote servers*? *cloud storage, Software-as-a-Service or SaaS	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**

_____
Vendor Name

_____
Vendor Official Title

_____
Official's Signature

INVITATION FOR BIDS (IFB) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Bidder Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Bidder asserts that they are being unfairly disadvantage for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Bidder:_____

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "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 $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "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 chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://doingbusiness.lacounty.gov/DebarmentList.htm

IRS NOTICE 1015

Latest version is available from IRS website at
http://www.irs.gov/pub/irs-pdf/n1015.pdf

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than $53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at *www.irs.gov/formspubs*. Or you can go to *www.irs.gov/orderforms* to order it.

How Will My Employees Know If They Can Claim the EIC?

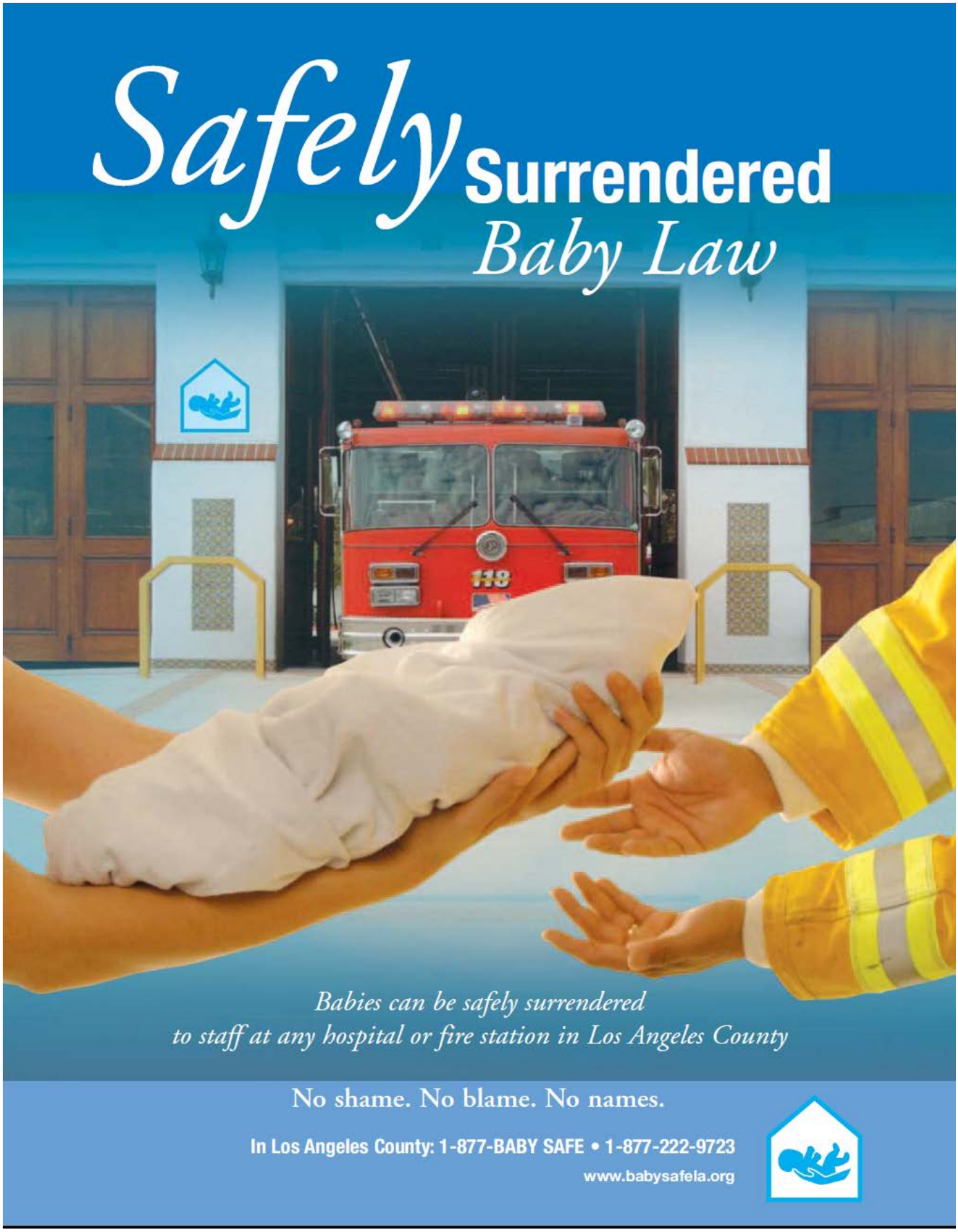
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of $800, he or she must file a 2015 tax return to get the $800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 20599I

SAFELY SURRENDERED BABY LAW


Safely Surrendered
Baby Law
118
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

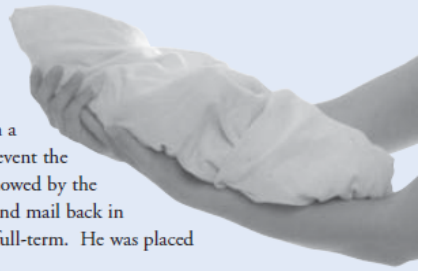
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
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Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

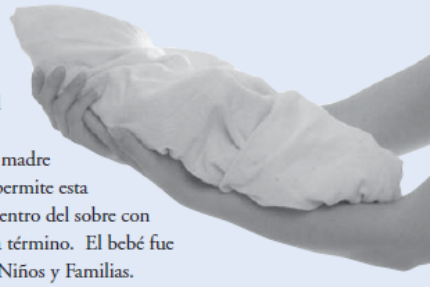
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

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 Bidder 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 Bidders who engage in charitable contributions activities. Each Bidder, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit11).

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**

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BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management,* 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 **http://www.cnmsocal.org/**., and statewide, the *California Association of Nonprofits,* **http://www.calnonprofits.org/**. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
   1. Chief Executive Office delegated authority agreements under $50,000;
   2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)