



DEPARTMENT OF PUBLIC HEALTH (DPH)

REQUEST FOR APPLICATIONS (RFA)

FOR

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

RFA 2019-009

February 26, 2020

REQUEST FOR APPLICATIONS (RFA)
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IN LOS ANGELES COUNTY
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1.0 INTRODUCTION

1.1 Purpose

The County of Los Angeles (County) Department of Public Health (DPH) is issuing this Request for Applications (RFA) to solicit applications from existing DPH Division of HIV and STD Programs (DHSP)-contracted providers serving eligible RWP clients in Los Angeles County (LAC) to provide Transportation Services for clients accessing Ryan White Program (RWP) services with the goal of addressing and eliminating barriers to health care, prevention, and social services. Applicant must ensure transportation services are client-centered; allowing clients access to needed RWP services in a timely, cost efficient, respectful, and culturally and linguistically appropriate manner. Eligible agencies may apply for funding in the following:

- 1) **Transportation:** Transporting eligible RWP clients to and from non-emergency medical and support service appointments via various transportation modalities*. (Units of transportation services described below)
- 2) **Transportation Coordination:** Arranging and managing transportation for RWP clients (e.g. scheduling rides, disbursement of Transit Access Pass (TAP) cards, invoicing, and data reporting to DHSP).

Unit of Transportation: A unit of transportation is defined as a one-way trip via one of the DHSP approved transportation modalities*.

*Unless otherwise pre-approved by DHSP, Transportation modalities are limited to:

- Municipal Transit (e.g., city buses, etc.);
- Local van/shuttle services;
- Taxi services;
- Ridesharing services;
- Rail services (including trains and commuter and light rail); and
- Existing DHSP-funded vehicles currently in use by DHSP contractors for transportation of eligible Ryan White Program clients.

Transportation modality as coordinated by the agency will be determined by documented client level of need, benefit of respective modality to the client, and cost effectiveness.

Note: Transportation services are strictly limited to non-emergency medical and support services and shall not be utilized for medical

emergency, recreational and/or entertainment purposes.

1.1.1 Eligibility Requirements for Funding of Transportation Coordination

Proposers with DHSP funded Benefit Specialty Services (BSS) contracts:

Proposers who have an existing Benefit Specialty Services (BSS) contract with DHSP will **NOT** be eligible to receive Transportation Coordination funding through this RFA; rather these agencies will be reimbursed for transportation coordination staff time through their existing BSS contract. Existing DHSP-funded Benefits Specialists will incorporate transportation coordination as part of their regular BSS duties, which will be outlined in renewed contracts effective March/April 2020. BSS providers are eligible to apply to be reimbursed for costs of transporting clients (as outlined above in number 1).

Proposers who do not have DHSP funded Benefit Specialty Services (BSS) contracts:

Proposers who do not have an existing BSS contract with DHSP **ARE** eligible to be reimbursed for transportation coordination services through this RFA. These Providers will be reimbursed for the cost of the units of transportation (as outlined above in number 1) and can request up to an additional 20% of the justifiable costs of these units of transportation/rides to cover staff transportation coordination activities.

Transportation Services are primarily limited to eligible RWP clients with incomes at 200% or less of the federal poverty level (FPL)**. For unique cases where RWP clients with incomes above 200% FPL have a documented need for transportation, providers may consult with DHSP's Transportation Services Program Manager and request a waiver of this requirement.

**<https://aspe.hhs.gov/poverty-guidelines>

For further transportation services requirements, please see the Statement of Work, Appendix B.

Interested and qualified agencies may submit a maximum of one (1) application under this RFA. This RFA establishes guidelines, criteria, and procedures for submitting applications for the required services.

1.2 Background

DHSP works closely and collaboratively with various partners, including community-based organizations, clinics, other governmental offices, advocates, and People Living with HIV (PLWH), as it seeks to control and prevent the spread of HIV and Sexually Transmitted Diseases (STDs), monitor HIV/AIDS and STD morbidity and mortality, increase access to care for those in need, and eliminate HIV and STD-related health inequities.

Transportation is a basic and necessary service to ensure ongoing health care and social service access for PLWH. Chronic disease care requires clinician visits, medication access, and visits to other RWP funded services such as oral health care, food assistance programs, and legal services. Transportation limitations are often cited as barriers to whole person care and health care access, leading to rescheduled or missed appointments, delayed care, and missed or delayed medication use. Limited health care access can lead to poorer health outcomes and a higher risk of HIV transmission resulting in lower viral load suppression.

1.3 Overview of Solicitation Document

This RFA is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Applicant's minimum mandatory requirements and provides information regarding some of the requirements of the Contract and the solicitation process.
- **INSTRUCTIONS TO APPLICANTS:** Contains instructions to Applicants on how to prepare and submit their application.
- **APPLICATION REVIEW/SELECTION PROCESS:** Explains how the application will be reviewed, selected, and qualified.
- **APPENDICES:**
 - A - **Required Forms:** Forms contained in this section must be completed and included in the application.
 - B - **Statement of Work**
 - C - **Budget Worksheet:** Application Budget Worksheet
 - D - **Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to DPH requesting a Solicitation Requirements Review.
 - E - **County of Los Angeles Policy of Doing Business with Small Business:** County Code.

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- F - Jury Service Ordinance:** County Code Sections 2.203.010 through 2.203.090.
 - G - Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
 - H - IRS Notice 1015:** Provides information on Federal Earned Income Credit.
 - I - 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.
 - J - Defaulted Property Tax Reduction Program:** County Code.
 - K - Sample Contract:** The Sample Contract used for this solicitation.
 - L - Application Transmittal Form**

1.4 Terms and Definitions (Please refer to Section 2.0 of Appendix B, Statement of Work (SOW), Transportation Services for Eligible Ryan White Program Clients in Los Angeles County)

1.5 Applicant’s Minimum Mandatory Requirements

Interested and qualified Applicants that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work (SOW), Transportation Services for Eligible Ryan White Program Clients in Los Angeles County, of this RFA are invited to submit an application provided they meet the following minimum mandatory requirements by the date on which applications are due, as described in Section 2.3 of this RFA:

1.5.1 Ryan White Program Service Provider in Los Angeles County:

Applicant must be an existing DHSP-funded service provider serving Ryan White Program eligible clients in Los Angeles County.

1.5.2 Unresolved Disallowed Costs

If Applicant’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, Applicant must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department and remain unpaid for six

months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

County will verify that Applicant does not have unresolved disallowed costs.

Note: Subcontractors may not be used to meet any of the Applicant's Minimum Mandatory Requirements.

1.6 Anticipated 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 K, Sample Contract.

The County shall have the sole option to extend the Contract term for up to two (2) additional one (1) year terms. Each such option shall be exercised at the sole discretion of the Department Head or designee as authorized by the Board of Supervisors, subject to Contractor performance and availability of funds.

1.7 Funding

The County anticipates awarding a total annual amount not to exceed \$980,000, effective upon date of contract execution. The available funds are subject to change. The County reserves the right to adjust the number of contracts/awards and the funding allocations.

Funding allocations will be based on:

- Estimated number of RWP eligible clients Applicant plans to serve;
- Estimated number of units of transportation service it plans to provide;
- Total number of Applicants to this RFA;
- Geographic areas of need in LAC; and
- DHSP data to verify number of Ryan White Program eligible clients Applicant serves.

Furthermore, to ensure adequate distribution of resources across all RWP providers, amounts requested by applicants in their budget may not be fully allocated. The amount of funding available to support these services is subject to the availability of funds from local, State, federal, and/or other resources as applicable. In all cases, the County reserves the right to make an award when it is determined to be in the best interests of the County.

1.8 County Rights and Responsibilities

The County has the right to amend this RFA 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 Applicants on the following websites:

Los Angeles County 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 Applicant's responsibility to check the above referenced websites regularly. Should an addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the application 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.

The County shall in no way be liable or responsible to an Applicant or any third party for any costs incurred in connection with the preparation or submission of any application, the modification of any of the Applicant's operations in responding to this RFA, an Applicant's protest of the contract award process, and/or the contract negotiation process.

1.9 Contact with County Personnel

All contact regarding this RFA or any matter relating thereto must be in writing and e-mailed as follows:

José Cueva, Contract Analyst
County of Los Angeles, Department of Public Health
E-mail: jcueva@ph.lacounty.gov

If it is discovered that Applicant 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 application from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to Contract award, all potential Contractors **must register** in the County's vendor registration website (WebVen) if not already registered. The WebVen contains the vendor's business profile and identifies the goods/services the

business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

1.11 County Option to Reject Applications and/or Cancel RFA

The County may, at its sole discretion, reject any or all applications submitted in response to this solicitation. In addition, the RFA process may be canceled at any time if 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 an Applicant in connection with the preparation and submittal of any application. The County, in its sole discretion, may elect to waive any error or informalities in the form of an application or any other disparity, if, as a whole, the application substantially complies with the RFA's requirements.

1.12 Protest Policy Review Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Applicant may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.12.3 below. Additionally, any actual Applicant may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Applicant challenging the decision of a County department to demonstrate that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

1.12.3 Department Levels of Review

Unless State or federal statutes or regulations otherwise provide, the levels of review as provided for under the protest policy is as follows:

- Solicitation Requirements Review (Reference Section 2.4 in the Instructions to Applicants section)
- Disqualification Review (Reference Section 3.2 in the Application Review/Selection section)

1.13 Notice to Applicants Regarding the Public Records Act

1.13.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Applicant's application will become a matter of public record when: (1) contract negotiations are complete; (2) DPH receives letter from the recommended Applicant's authorized officer that the negotiated contract is the firm offer of the recommended Applicant; and (3) DPH releases a copy of the recommended Applicant's application 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 applications will become a matter of public record when the DPH's Applicant 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 Applicant as "Trade Secret", "Confidential," or "Proprietary."

1.13.2 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 application as confidential shall not be deemed sufficient notice of exception. The Applicant must specifically label only those provisions of their respective application which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.14 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix K – Sample Contract, Paragraph 11. Applicant 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 K – Sample Contract, Paragraphs 12 and 13.

1.15 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.

1.16 Background and Security Investigations

Background and security investigations of contractor's staff shall be required as a condition of beginning and continuing work under any resulting contract, pursuant to Appendix K – Sample Contract, Paragraph 23, Sub-paragraph D. The cost of background checks is the responsibility of the Applicant.

1.17 Confidentiality and Independent Contractor Status

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

1.18 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a contractor for this RFA, or any competing RFA, nor any spouse or economic dependent of such employees, shall be employed in any capacity by an Applicant or have any other direct or indirect financial interest in the selection of a contractor. Applicant 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 A - Required Forms, Exhibit 3 - Certification of No Conflict of Interest.

1.19 Determination of Applicant Responsibility

1.19.1 A responsible Applicant is an Applicant 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 Applicants.

1.19.2 Applicants are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Applicant is responsible based on a review of the Applicant'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 Applicant against public entities. Labor law violations which are the fault of the subcontractors, and of which the Applicant had no knowledge, shall not be the basis of a determination that the Applicant is not responsible.

1.19.3 The County may declare an Applicant to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Applicant 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 Applicant'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.

- 1.19.4 If there is evidence that the Applicant may not be responsible, DPH shall notify the Applicant in writing of the evidence relating to the Applicant's responsibility, and its intention to recommend to the Board of Supervisors that the Applicant be found not responsible. DPH shall provide the Applicant and/or the Applicant's representative with an opportunity to present evidence as to why the Applicant should be found to be responsible and to rebut evidence which is the basis for DPH's recommendation.
- 1.19.5 If the Applicant presents evidence in rebuttal to DPH, DPH shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Applicant shall reside with the Board.
- 1.19.6 These terms shall also apply to proposed subcontractors of Applicants on County contracts.

1.20 Applicant Debarment

- 1.20.1 Applicants are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar an Applicant 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 Applicant's existing contracts with County, if the Board finds, in its discretion, that the Applicant 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 Applicant'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.
- 1.20.2 If there is evidence that the apparent highest-ranked Applicant may be subject to debarment, DPH shall notify the Applicant in writing of

the evidence which is the basis for the proposed debarment and shall advise the Applicant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 1.20.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Applicant and/or Applicant'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 Applicant should be debarred, and, if so, the appropriate length of time of the debarment. The Applicant and DPH shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.20.4 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.
- 1.20.5 If an Applicant has been debarred for a period longer than five (5) years, that Applicant 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 Applicant 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.
- 1.20.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Applicant 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.

- 1.20.7 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.
- 1.20.8 These terms shall also apply to proposed subcontractors of Applicants on County contracts.
- 1.20.9 Appendix G – Listing of Contractors Debarred in Los Angeles County 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.

1.21 Adherence to County's Child Support Compliance Program

Applicants 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).

1.22 Gratuities

1.22.1 Attempt to Secure Favorable Treatment

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

1.22.2 Applicant Notification to County

An Applicant 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 or <http://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Applicant's submission being eliminated from consideration.

1.22.3 Form of Improper Consideration

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

1.23 Notice to Applicants Regarding the County Lobbyist Ordinance

The Board 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 Applicant to review the ordinance independently as the text of said ordinance is not contained within this RFA. 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 Applicant is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification form, as set forth in Appendix A - Required Forms Exhibit 5, as part of their application.

1.24 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 Appendix H - The Internal Revenue Service (IRS) Notice No. 1015.

1.25 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a contract award, Applicants 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 requirements for that opening. Applicants shall attest to a willingness to provide employed GAIN/GROW participants access to the Applicant's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Applicants who are unable to meet this requirement shall not be considered for a contract award. Applicants shall complete and return the Attestation of Willingness to Consider GAIN/GROW Participants form (Appendix A - Required Forms, Exhibit 6), as part of their application.

1.26 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 monitoring will include assessing Contractor's compliance with all terms and conditions in the contract and performance standards identified in the Appendix B - SOW. Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the contract will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the 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.

1.27 Recycled Bond Paper

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

1.28 Safely Surrendered Baby Law

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 available at www.babysafela.org.

1.29 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 F, and the pertinent jury service provisions of the Appendix K, Sample Contract, Paragraph 31, both of which are incorporated by reference into and made a part of this RFA. The Jury Service Program applies to both Contractors and their Subcontractors. Applications that fail to comply with the

requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.29.1 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 deducts 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.
- 1.29.2 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 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. 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; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 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 contract 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 contract.
- 1.29.3 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 Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 7, 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.

1.30 Overview of County's Preference Programs

- 1.30.1 The County has three preference programs: The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board 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.
- 1.30.2 The Preference Programs (LSBE, DVBE, and SE) require a business to complete certification prior to requesting a preference in a solicitation.
- 1.30.3 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.
- 1.30.4 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.
- 1.30.5 The County has a Policy on Doing Business with Small Business that is stated in Appendix E.

Note: Cost is not a determining factor in this solicitation process; as such, no preference will be applied. However, LSBE Applicants are encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program further identified in this RFA, Section 1.32 Local Small Business Enterprise Prompt Payment Program.

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

1.32 Local Small Business Enterprise (LSBE) Prompt Payment Program

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

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

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

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

The Applicant shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Applicant is legally restricted from notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger. This information shall be provided by the Applicant on Required Form - Exhibit 2 - Applicant's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information. Failure of the Applicant to provide this information may eliminate its application from any further consideration.

1.36 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 K, Sample Contract, Exhibit H.

1.37 Contractor's Charitable Contributions Compliance

1.37.1 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 I. 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.

1.37.2 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 form (Exhibit

8 of Appendix A - Required Forms). The Charitable Contributions Certification form is a required part of any agreement with the County.

1.37.3 In the Charitable Contributions Certification, 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.

1.37.4 Prospective contractors that do not complete the Charitable Contributions Certification form 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)

1.38 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 Property Tax Reduction Program, Appendix J, and the pertinent provisions of the Sample Contract, Appendix K, Paragraphs 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.

Applicants shall 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 the Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Exhibit 9 of Appendix A – 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).

Applications that fail to comply with the certification requirements of the Defaulted

Tax Program will be considered non-responsive and excluded from further consideration.

1.39 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 subcontractor 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 Elections Code Section 14000.

1.40 Applicant’s Acknowledgement of County’s Commitment to the Zero Tolerance Policy on Human Trafficking

On October 4, 2016, the Board 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 the Zero Tolerance Policy on Human Trafficking Certification (Exhibit 10 of Appendix A – Required Forms), certifying that they are in full compliance with the County’s Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 32 - Compliance with County’s Zero Tolerance Policy on Human Trafficking of Appendix K - 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.

1.41 Protection of Electronic County Information

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

1.41.1.1 The prospective contract is subject to the encryption requirements set forth below (collectively, the “Encryption Standards”). Contractors shall become familiar with the Encryption Standards and the pertinent provisions of the Appendix K – Sample Contract, Paragraph 43 both of which are incorporated by reference into and made a part of this solicitation.

1.41.1.2 Applicants shall be required to complete the Vendor’s Compliance with Encryption Requirements form (Exhibit 11 of Appendix A - Required Forms) 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. Contractors that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.

- 1.41.1.3 Contractors' 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 contractors in Exhibit 11 and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the contractor to additional encryption requirements for such remote servers.

1.41.2 Encryption Standards:

1.41.2.1 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 (FIPS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3);
- c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2. Best Practices for Key Management Organization; and
- d) NIST 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.

1.41.2.2 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) 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.

1.42 Default Method of Payment: Direct Deposit or Electronic Fund Transfer

- 1.42.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 1.42.2 Upon contract award or at the request of the A-C and/or DPH, the contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 1.42.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 1.42.4 Upon contract award or at any time during the duration of the agreement/contract, a contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

1.43 Applicant's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Board approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History.

Contractors are required to complete the Compliance with Fair Chance Employment Hiring Practices Certification form (Exhibit 12 of Appendix A - Required Forms), certifying that they are in full compliance with Government Code

Section 12952, as indicated in Appendix K – Sample Contract, Paragraph 83. Further, contractors are required to comply with the requirements under Government Code Section 12952 for the term of any contract awarded pursuant to this solicitation.

2.0 INSTRUCTIONS TO APPLICANTS

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

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 an application shall be sufficient cause for rejection of the application. The evaluation and determination in this area shall be at the Director's sole judgment and her judgment shall be final.

2.3 RFA Timetable

Release of RFA	February 26, 2020
Request for a Solicitation Requirements Review Due by 3:00 pm	March 4, 2020
Applicants' Written Questions Due by 3:00 pm	March 4, 2020
Questions and Answers Released	March 11, 2020
Application Initial due date by 3:00 pm	March 24, 2020

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

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D - Transmittal Form to Request a Solicitation Requirements Review to the contact person identified in Section 1.9, Contact with County Personnel. A request for a Solicitation Requirements Review may be denied, in DPH's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made by the date provided in Section 2.3, RFA Timetable, to the address and contact person identified in RFA, Section 1.9, Contact with County Personnel;

2. The request includes documentation (e.g. letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit an application;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request 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 the prospective contractor.

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

2.5 Applicants' Questions

Applicants may submit written questions regarding this RFA by **e-mail** with a subject line of "RFA #2019-009 Applicant's Questions" by the deadline specified in Section 2.3, RFA Timetable, to the contact person identified in 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 RFA. When submitting questions, please specify the RFA section number, paragraph number, page number, and quote the passage that prompted the question to ensure that the question can be quickly found in the RFA. County reserves the right to group similar questions when providing answers.

2.6 Preparation and Format of the Application

All applications must be unbound, SINGLE-SIDED, and submitted in the prescribed format, including all required attachments and forms with original signatures. Any application that deviates from this format may be rejected without review at the County's sole discretion.

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

- Application Transmittal Form (Appendix L)
 - Required Forms (Appendix A)
 - Budget Worksheet (Appendix C)
-

2.6.1 Application Transmittal Form

Applicant must complete and include the Application Transmittal Form, Appendix L, describing the Applicant's legal name, address, authorized representative, and contact information.

2.6.2 Applicant must complete and include the Required Forms (attach any required documents), and the Budget Worksheet, as identified in this section as follows:

2.6.2.1 Required Forms

Appendix A – Required Forms and any required documents for each form, if applicable.

- Exhibit 1 Application Checklist
- Exhibit 2 Vendor's Organization Questionnaire/Affidavit and CBE Information
- Exhibit 3 Certification of No Conflict of Interest
- Exhibit 4 Vendor's EEO Certification
- Exhibit 5 Familiarity with the County Lobbyist Ordinance 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 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 10 Zero Tolerance Policy on Human Trafficking Certification
- Exhibit 11 Vendor's Compliance with Encryption Requirements
- Exhibit 12 Compliance with Fair Chance Employment Hiring Practices Certification

Exhibit 13 Acceptance of Terms and Conditions Affirmation

2.6.2.2 Proposed Budget

Applicants must submit a budget that reflects the following:

- 1) Estimated number of eligible RWP clients Applicant plans to serve (please note eligibility requirements for Transportation Services in Section 1.1.1 of this RFA);
- 2) Estimated annual costs for Transportation services; and
- 3) Estimated annual costs for Transportation Coordination. Please refer below to see how and if an agency qualifies for transportation coordination funding.

Proposers who do **NOT** have an existing BSS contract with DHSP will be reimbursed for the cost of the units of transportation, as outlined in Section 1.1 Purpose, and can request up to an additional 20% of the justifiable costs of these units of transportation/rides for transportation coordination activities.

Proposers who have an existing BSS contract with DHSP will **NOT** be eligible to receive transportation coordination funding; rather these agencies will instead be reimbursed for transportation coordination staff time through their existing BSS contract. Existing DHSP-funded Benefits Specialists will incorporate transportation coordination as part of their regular BSS duties, which will be outlined in renewed contracts effective May/June 2020.

Unit of Transportation: A unit of transportation is defined as a one-way trip via one of the DHSP approved transportation modalities.

Applicant shall refer to Appendix C, Budget Worksheet, to prepare its budget.

APPLICANTS RECOMMENDED FOR FUNDING MAY BE REQUIRED TO MODIFY THEIR PROPOSED BUDGET.

2.7 Application Submission

The original Application shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Applicant and bear the words:

**“APPLICATION FOR TRANSPORTATION SERVICES FOR ELIGIBLE RYAN
WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY”**

The application must be hand-delivered or sent by a delivery service (excluding United States Postal Service) and received by the deadline specified in Section 2.3, RFA Timetable, to:

**José Cueva, Contract Analyst
County of Los Angeles, Department of Public Health
Contracts and Grants Division
1000 South Fremont Avenue, Building A-9 East, 5th Floor
Alhambra, California 91803**

Timely hand-delivered applications are acceptable. It is the sole responsibility of the submitting Applicant to ensure that its application is received before the initial submission deadline. Submitting Applicants shall bear all risks associated with delays in delivery by any person or entity.

This RFA has an initial due date (see **Section 2.3 RFA Timetable**) for applicants to submit their applications but will remain open/continuous and the County may continue accepting applications beyond the initial due date and, depending on service needs, select vendors from this RFA process until the service needs are met or the County chooses to close the RFA.

Until the application submission deadline, errors in applications may be corrected by a request in writing to withdraw the application and by submission of another application with the mistakes corrected.

2.8 Acceptance of Terms and Conditions of Contract

1. It is the duty of every Applicant to thoroughly review the Sample Contract (Appendix K) and Statement of Work (Appendix B) to ensure compliance with all terms, conditions and requirements. It is the County’s expectation that in submitting an application the Applicant will accept, as stated, the County’s terms and conditions in the Sample Contract. However, the Applicants are provided the opportunity to take exceptions to the County’s terms, conditions, and requirements.
2. Applicant’s response must include:
 - a. Submission of completed required form Exhibit 13 (Acceptance of Terms and Conditions Affirmation Form) in Appendix A (Required Forms), offering the Applicant’s acceptance of **all** terms and conditions listed in Appendix K (Sample Contract) and Appendix B (Statement of Work).

OR

- b. A statement listing the Applicant's exceptions to terms and conditions listed in Appendix K (Sample Contract) or Appendix B (Statement of Work). For each exception, the Applicant shall provide:
 - i. An explanation of the reason(s) for the exception; and
 - ii. A 'red-lined' version of the Sample Contract and/or Appendix B (Statement of Work), indicating all exceptions and proposed alternative language. **The County relies on this procedure and any Applicant who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.**
3. The County reserves the right to determine if Applicant's exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.
4. The County reserves the right to make changes to the Sample Contract and its appendices and Exhibits at its sole discretion.

3.0 APPLICATION REVIEW/SELECTION PROCESS

3.1 Review Process

Applications will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 Adherence to Minimum Mandatory Requirements

County shall review the completed Application Checklist, Exhibit 1, and Vendor's Organization Questionnaire/Affidavit and CBE Information, Exhibit 2, and determine if the Applicant meets the Minimum Mandatory Requirements as outlined in Section 1.5 of this RFA. Exhibit 2 will serve as an Affidavit that vendor attests that it meets the minimum mandatory requirements for the required services.

Applicant must "Pass" each of the Minimum Mandatory Requirements outlined in the RFA. Applications that "Fail" this section of the review shall be deemed non-responsive and shall be disqualified from further consideration.

3.1.2 Required Forms

All forms as listed in Sub-section 2.6.2.1 of this RFA, must be included.

3.1.3 Budget Worksheet

The Budget will be reviewed to ensure it is completed accurately and completely. Applicant must follow the instructions provided in Appendix C – Budget Worksheet. DHSP data will be used to verify number of Ryan White Program eligible clients Applicant's agency serves.

3.2 Disqualification Review

An application may be disqualified from consideration if DPH determines it was a non-responsive application at any time during the review/evaluation process. If DPH determines that an application was non-responsive, DPH shall notify the Applicant in writing.

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

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

1. The request for a Disqualification Review is submitted timely (i.e., by the date
-

and time specified in the written determination notice); and

2. The request for a Disqualification Review asserts that DPH'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 Applicant, in writing, prior to the conclusion of the evaluation process.

3.3 Contract Award

Applicants who are notified by DPH that they appear to have the necessary requirements and experience (i.e., they are qualified) may still not be recommended for a contract if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the contract, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to DPH's satisfaction can Applicant, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a contract.

DPH will execute Board authorized Contracts with each selected Applicant. All Applicants will be informed of the final selections. The execution of a contract does not guarantee any minimum or maximum utilization of services.

APPENDIX A

RFA REQUIRED FORMS

**APPENDIX A
REQUIRED FORMS
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**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
REQUIRED FORMS - EXHIBIT 1
APPLICATION CHECKLIST**

APPLICANT'S LEGAL NAME:

The purpose of this document is to ensure that the Applicant has submitted all applicable forms, exhibits, attachments, etc. with its application. Please check the box to indicate the required document/form is included:

APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:		
RFA, Section 2.7	One (1) original of the Application which consists of all documents described below:	<input type="checkbox"/>
RFA, Section 2.6.1	<ul style="list-style-type: none"> ▪ Application Transmittal Form (Appendix L) 	<input type="checkbox"/>
RFA, Section 2.6.2.1	<ul style="list-style-type: none"> ▪ Required Forms (Appendix A) 	
	Exhibit 1 – Application Checklist	<input type="checkbox"/>
	Exhibit 2 – Applicant's Organization Questionnaire/Affidavit and CBE Information	<input type="checkbox"/>
	Exhibit 3 – Certification of No Conflict of Interest	<input type="checkbox"/>
	Exhibit 4 – Applicant's EEO Certification	<input type="checkbox"/>
	Exhibit 5 – Familiarity with the County Lobbyist Ordinance Certification	<input type="checkbox"/>
	Exhibit 6 – Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/>
	Exhibit 7 – County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception	<input type="checkbox"/>
	Exhibit 8 – Charitable Contributions Certification	<input type="checkbox"/>
	Exhibit 9 – Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<input type="checkbox"/>
	Exhibit 10 – Zero Tolerance Policy on Human Trafficking Certification	<input type="checkbox"/>
	Exhibit 11 – Applicant's Compliance with Encryption Requirements	<input type="checkbox"/>
	Exhibit 12 – Compliance with Fair Chance Employment Hiring Practices Certification	<input type="checkbox"/>
	Exhibit 13 – Acceptance of Terms and Conditions Affirmation	<input type="checkbox"/>
RFA, Section 2.6.2.2	<ul style="list-style-type: none"> ▪ Proposed Budget 	
	Appendix C – Budget Worksheet	<input type="checkbox"/>

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 REQUIRED FORMS - EXHIBIT 2
 APPLICANT’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Applicant and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)*? **Yes** **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner*:

* Applicant must submit a copy of a “Certificate of Good Standing” with the state of incorporation/organization; a conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers; or if a Limited Partnership, submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

3. Is your firm doing business under one or more DBA’s? **Yes** **No**

If yes, complete:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? **Yes** **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? **Yes** **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?
 Yes **No** If yes, provide information:

Applicant acknowledges and certifies that firm meets and will comply with the Applicant’s Minimum Mandatory Requirements as stated in Section 1.5, of this Request for Applications, as listed below.

Check the appropriate box:

Yes **No** Applicant must be an existing DHSP-funded service provider serving Ryan White Program Eligible Clients in Los Angeles County.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
REQUIRED FORMS - EXHIBIT 2**

APPLICANT’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/Applicant will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> 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

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the application 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 INFORMATION IN EXHIBIT 2 IS TRUE AND ACCURATE.

APPLICANT NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			DUNS NUMBER:
PHONE NUMBER:	E-MAIL:		CAGE NUMBER:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:			CALIFORNIA BUSINESS LICENSE NUMBER:
APPLICANT OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE			DATE

**REQUIRED FORMS - EXHIBIT 3
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 Applications 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.

Applicant Name

Applicant Official Title

Official's Signature

**REQUIRED FORMS - EXHIBIT 4
APPLICANT'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 Applicant 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	YES	NO
1. Applicant has written policy statement prohibiting discrimination in all phases of employment.	(<input type="checkbox"/>)	(<input type="checkbox"/>)
2. Applicant periodically conducts a self-analysis or utilization analysis of its work force.	(<input type="checkbox"/>)	(<input type="checkbox"/>)
3. Applicant has a system for determining if its employment practices are discriminatory against protected groups.	(<input type="checkbox"/>)	(<input type="checkbox"/>)
4. When areas are identified in employment practices, Applicant has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(<input type="checkbox"/>)	(<input type="checkbox"/>)

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 5
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Applicant 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 Applicant organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

**REQUIRED FORMS – EXHIBIT 6
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Applicant 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, Applicant shall attest to a willingness to provide employed GAIN/GROW participants access to the Applicant'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

Applicants unable to meet this requirement shall not be considered for contract award.

Applicant shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Applicant has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by County) NO

B. Applicant 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 Applicant is willing to interview qualified GAIN/GROW participants.

YES NO

C. Applicant is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

Applicant 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 Applications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Applicants, 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 Applicant is given an exemption from the Program

Company Name:		
Company Address:		
City:	State:	Telephone Number:
Telephone Number:		
Solicitation For Transportation Services for Eligible Ryan White Program Clients in Los Angeles County: RFA 2019-009		

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.

- Applicant 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 Applicant 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

- Applicant 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
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 Transportation Services for Eligible Ryan White Program Clients in Los Angeles County: RFA 2019-009		

The Applicant/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 Applicant/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 Applicant/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 10**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Transportation Services for Eligible Ryan White Program Clients in Los Angeles County		

APPLICANT CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Applicant acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that Applicant or a member of his staff performing work under the proposed Contract will be in compliance. Applicant further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, 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:

REQUIRED FORMS – EXHIBIT 11**APPLICANT'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

Applicant shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Applicant 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? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Will County data stored on your laptop(s) be encrypted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Will County data stored on removable media be encrypted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4) Will County data be encrypted when transmitted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5) Will Applicant maintain a copy of any validation/attestation reports generated by its encryption tools? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6) Will County data be stored on remote servers*?
*cloud storage, Software-as-a-Service or SaaS | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

 Applicant Name

 Applicant Official Title

 Official's Signature

REQUIRED FORMS – EXHIBIT 12**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Transportation Services for Eligible Ryan White Program Clients in Los Angeles County		

APPLICANT/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Applicant/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Applicant/contractor and staff performing work under the Contract will be in compliance. Applicant/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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:

REQUIRED FORMS – EXHIBIT 13

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

Proposer/Contractor _____ hereby affirms that it
 (Proposer's/Contractor's Legal Entity Name)

understands and agrees that a submission of an application response to the County of Los Angeles, Department of Public Health, Request for Applications ("RFA") No. 2019-009, for Transportation Services for Eligible Ryan White Program Clients in Los Angeles County, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP, including the Statement of Work, and any addenda thereto.

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

Signature of Authorized Representative of Proposing/Contracting Entity:	Date:
Print Name:	Title

RFA TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 5 business days of issuance of the solicitation document

Applicant Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Applicant asserts that they are being unfairly disadvantaged 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 **5 business days** of issuance of the solicitation document.

For each area contested, Applicant 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 Applicant: _____	

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 Applicants 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 Applicants, address subcontracting and conduct business with our Applicants, 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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 2019)

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 2019 are less than \$55,952 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 7, 2020.

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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 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 2019 and owes no tax but is eligible for a credit of \$800, he or she must file a 2019 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2019)
 Cat. No. 205991

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

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 Applicant 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 Applicants who engage in charitable contributions activities. Each Applicant, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Appendix A, Exhibit 11 – Charitable Contributions Certification).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

2. **SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/> and statewide, the California Association of Nonprofits, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix I 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,

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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;

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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:

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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.)

APPENDIX B – STATEMENT OF WORK
TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN
LOS ANGELES COUNTY
(RFA No. 2019-009)
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STATEMENT OF WORK FOR TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY RFA No. 2019-009

1.0 DESCRIPTION

The County of Los Angeles (County), Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) works closely and collaboratively with various partners, including community-based organizations, health clinics, other governmental offices, advocates, and people living with HIV/AIDS (PLWH), as it seeks to control and prevent the spread of HIV and sexually transmitted diseases, monitor HIV/AIDS and STD morbidity and mortality, increase access to care for those in need, and eliminate HIV and STD-related health inequities.

Transportation is a basic and necessary service to ensure ongoing health care and social service access for PLWH. Chronic disease care requires clinician visits, medication access, and visits to other Ryan White Program (RWP) - funded services such as oral health care services, food assistance programs, and legal services. Transportation limitations are often cited as barriers to whole person care and health access, leading to rescheduled or missed appointments, delayed care, and missed or delayed medication use. Limited health care access can lead to poorer health outcomes and a higher risk of HIV transmission resulting in lower viral load suppression.

Contractor shall provide Transportation Services with the goal of addressing and eliminating barriers to RWP funded services for eligible clients in Los Angeles County (LAC). Contractor must ensure transportation services are client-centered by providing services in a timely, cost efficient, respectful, and culturally and linguistically appropriate manner.

1.1 DHSP Program Goal and Objectives

Contractors are required to achieve the DHSP Goals and Objectives described in Table 1 below.

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TABLE 1: TRANSPORTATION SERVICES GOALS AND OBJECTIVES	
PRIMARY GOAL:	<i>Maintain and/or improve health outcomes for PLWH and reduce transmission of HIV by eliminating barriers and improving access to RWP-funded and other closely related services</i>
PROGRAM OBJECTIVES:	A. Address and eliminate barriers to HIV care and services by providing transportation services; and B. Provide modes of transportation most appropriate for the client

1.2 Transportation Services Overview

Transportation services shall be comprised of the following:

- 1) **Transportation:** Contractor is responsible for transporting eligible RWP clients to and from non-emergency medical and support service appointments via various transportation modalities*. (Unit of transportation services described below)
- 2) **Transportation Coordination:** Contractor shall arrange and manage transportation for eligible RWP clients (e.g. scheduling rides, disbursement of Transit Access Pass (TAP) cards, invoicing, and data reporting to DHSP).

Unit of Transportation: A unit of transportation is defined as a one-way trip via one of the DHSP approved transportation modalities*.

*Unless otherwise pre-approved by DHSP, Transportation modalities are limited to:

- Municipal Transit (e.g., city buses, etc.);
- Local van/shuttle service;
- Taxi service;
- Ridesharing service;
- Rail services (commuter and light rail) services; and
- Existing DHSP-funded vehicles currently in use by DHSP contractors for transportation of eligible Ryan White Program clients.

Transportation modality as coordinated by the agency will be determined by documented client level of need, benefit of respective modality to the client, and cost effectiveness.

Note: Transportation services are strictly limited to non-emergency medical

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and support services and shall not be utilized for medical emergency, recreational and/or entertainment purposes.

Services must include, but not be limited to:

- Program intake including assessing and documenting a client's needs and eligibility for services in accordance with the Commission on HIV's Standard of Care for transportation services and DHSP's approved guidelines;
- Assisting clients in identifying and appropriately addressing barriers to transportation;
- Assisting clients in scheduling transportation to and from non-emergency appointments and or support services utilizing one or more of the approved transportation modalities; and
- Transportation coordination to organize and facilitate transportation services for eligible RWP clients, including the dispensation of transportation services (e.g. payment for transportation, invoicing, and data reporting to DHSP).

1.3 Eligibility Requirements for Funding of Transportation Coordination

Contractors who have an existing Benefit Specialty Services (BSS) contract with DHSP will **NOT** be eligible to receive Transportation Coordination funding. Rather, these agencies will be reimbursed for transportation coordination staff time through their existing BSS contract. Existing DHSP-funded Benefits Specialists will incorporate transportation coordination as part of their regular BSS duties, which will be outlined in renewed contracts effective March/April 2020. BSS providers are eligible to apply to be reimbursed for costs of transporting clients as outlined in Section 1.2 Transportation Services Overview.

Contractors who do NOT have an existing BSS contract with DHSP **WILL** be reimbursed for the cost of the units of transportation as outlined in Section 1.2 Transportation Services Overview and can request up to an additional 20% of the justifiable costs of these units of transportation/rides for transportation coordination activities.

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2.0 DEFINITIONS

- 2.1 **Contractor's Project Director:** Contractor's designee serving as a point of contact for the County who has full authority to act for contractor on all matters relating to the daily operation of the contract.
- 2.2 **Contractor's Project Manager:** The Contractor's designee responsible to administer the contract operations and to liaise with the County after the contract award.
- 2.3 **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.
- 2.4 **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.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 **Eligible RWP Client:** An uninsured or underinsured LAC resident living with HIV who is eligible for the RWP and whose income is at or below two hundred percent (200%) of the Federal Poverty Level. This income level is more stringent than that of the general RWP. More information available at:
<https://www.federalregister.gov/documents/2018/01/18/2018-00814/annual-update-of-the-hhs-poverty-guidelines>.
- 2.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 **Ryan White Program (RWP):** The Health Resources and Services Administration (HRSA) Program that provides a comprehensive system of HIV primary medical care, essential support services, and medications for low-income people living with HIV who are uninsured and underserved.

3.0 RESPONSIBILITIES

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

COUNTY

3.1 County Personnel

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The County will administer the contract according to the contract, Paragraph 23, Administration of Contract. Specific duties will include:

- 3.1.1 Monitoring the contractor's performance in the daily operation of this contract.
- 3.1.2 Providing direction to the contractor in areas relating to policy, information and procedural requirements.
- 3.1.3 Preparing Amendments in accordance with the contract, Paragraph 8, Alterations of Terms/Amendments.

CONTRACTOR

3.2 Contractor Requirements

Contractor shall:

- 3.2.1 Be an existing DHSP-funded Ryan White Program service provider in LAC
- 3.2.2 Provide services as described in this SOW to eligible RWP clients in LAC

3.3 Personnel

3.3.1 Contractor's Project Manager

- 3.3.1.1 Contractor shall provide a Project Manager and designated alternate to act as a central point of contact with the County. County must have access to the contractor's Project Manager during normal working hours as designated in Section 8.0, Days/Hours 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.
- 3.3.1.2 Contractor's Project Manager shall act as a central point of contact with the County.
- 3.3.1.3 Project Manager shall have at least one year of experience in the last three years
- 3.9.2 The purchase of all materials, supplies, and or equipment to provide the needed services 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,

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

- 3.9.3 In no event shall the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.
- 3.9.4 Any and all materials and equipment purchased under the contract are the property of the County and must be returned to County in good working order at the end of the term of the contract.
- 3.9.5 Contractor shall provide DHSP with an annual list of equipment purchased through this contract and at the written request of DHSP. For the purpose of this contract, Equipment is defined as an item with a unit cost of five thousand dollars (\$5,000) or more and a life expectancy of four (4) or more years.

3.4 Contractor's Office

Contractor shall maintain an office 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, an answering service shall be provided to receive calls and take messages. The contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

- 3.4.1 **Contractor's Facility:** Contractor shall maintain each facility, as well as any DHSP funded vehicle(s) used for Transportation services, in good repair and sufficient to facilitate high-quality, appropriate services. Contractor's facility and location shall satisfy each of the following requirements:
 - a. Meets American's with Disabilities Act requirements for accessibility;
 - b. Is near public transportation;
 - c. Open during client-friendly hours (e.g., evenings, weekends);
 - d. Free parking is available;
 - e. All equipment needed is in working order;
 - f. Privacy at the front (sign-in area) or reception desk;
 - g. Free of graffiti and trash on grounds and in facility;
 - h. Designated room for all medical services;

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- 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, and clearly marked indicating location of services.

3.4.2 Emergency and Disaster Plan:

Contractor shall submit to DHSP within thirty (30) days of the execution of the contract an emergency and disaster plan, describing procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard contractor's staff and clients.

3.5 Guidelines on Materials Review

3.5.1 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.

3.5.2 Contractor shall comply with federal, State, and local regulations regarding HIV or STD educational materials. Instructions on which educational materials need to be submitted for materials review can be found at the Interim Revision of the Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments and Educational Sessions located on the web at <http://www.cdc.gov/od/pgo/forms/hiv.htm>.

3.5.3 Additional information about materials review and related guidelines can be found at: <http://publichealth.lacounty.gov/dhsp/Contractors/MaterialReviewProtocol2018.pdf> or by calling DHSP Materials Review at (213) 351-8094.

3.6 County's Data Management System

3.6.1 The County's data management system is used to standardize reporting and billing/invoicing, support program evaluation processes, and to provide DHSP and contractor with information relative to the HIV and STD epidemic in LAC. Contractor shall ensure data quality, and compliance with all data submission requirements provided in writing by DHSP.

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- 3.6.2 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.
- 3.6.3 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI) monthly.

3.7 People with HIV/AIDS Bill of Rights and Responsibilities

The County will administer the contract according to the contract, Paragraph 18M, People with HIV/AIDS Bill of Rights and Responsibilities.

If contractor chooses to use contractor's own Bill of Rights document, contractor shall demonstrate to DHSP, upon request, that contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

3.8 Emergency Medical Treatment

- 3.8.1 Contractor shall arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury.
- 3.8.2 Contractor shall have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.
- 3.8.3 Transportation Services funds available through this contract are to be used exclusively for non-emergency RWP services.

3.9 County's Commission on HIV

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

3.10 Client Feedback

- 3.10.1 All services provided under this Contract shall be subjected to regular client feedback. Contractor shall develop and maintain ongoing efforts

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to obtain input from clients in the design and/or delivery of services as referenced in Paragraph 18P, Clinical Quality Management Plan. In order to obtain input from clients served, Contractor shall regularly implement and establish one or more of the following:

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

3.11 Ryan White Service Standards

3.11.1 Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon a 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.

3.11.2 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; and
- 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.

3.11.3 Contractor shall develop and maintain written policies for the following:

- a) Employee code of ethics;

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- 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.

3.12 Screen for Ryan White Program Eligibility

By law, Ryan White HIV/AIDS Treatment Modernization Act of 2009 is the payer of last resort. As such providers are required to determine and verify an individual’s eligibility for services from all sources to ensure the individual is provided the widest range of needed medical and support services. This means a provider must coordinate benefits and ensure that the individual’s eligibility for other private or public programs is determined at the time of intake. Eligibility needs to be reconfirmed every six (6) months to determine if the client’s eligibility status for any other funding sources has changed. Providers will be required to verify what steps were taken to ensure Ryan White is the payer of last resort.

3.12.1 Every six (6) months, contractor must verify the availability of client health insurance coverage (e.g., Medi-Cal, private, Medicare, etc.).

3.12.2 Additional eligibility documentation shall include, but not be limited to:

- a. HIV-positive diagnosis;
- b. Proof of LAC residency every six (6) months;
- c. Verification of client’s income every six (6) months*;
- d. A signed and dated Release of Information, which is compliant with the Health Insurance Portability and Accountability Act (HIPAA), shall be conducted annually;
- e. A signed and dated Limits of Confidentiality in compliance with State and federal Law; and

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- f. A signed and dated agency grievance procedures.

*Note: Transportation Services are limited to RWP eligible clients with incomes at 200% or less of the federal poverty level (FPL). For unique cases where RWP eligible clients with incomes above 200% FPL have a documented need for transportation services, providers may consult with DHSP's Transportation Services Program Manager and request a waiver of this requirement. Please see <https://aspe.hhs.gov/poverty-guidelines> for more information regarding FPL.

3.13 Confidentiality of information

Confidentiality of information: minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose HIV/STD information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected clients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved.

3.14 Provide Culturally Appropriate and Linguistically Competent Services

- 3.14.1 Contractor shall provide transportation services with non-judgmental, culturally affirming attitudes that convey a culturally and linguistically competent approach that is appropriate and attractive to the client.
- 3.14.2 Contractor shall maintain a proven, successful track record serving RWP clients by effectively addressing transportation services and concerns within the appropriate social context for each client.

4.0 SPECIFIC WORK REQUIREMENTS

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

- 4.1 **Arrange payment for Non-emergency Transportation:** Contractor shall arrange payment for non-emergency transportation for eligible clients to and from RWP-funded service locations in LAC, as needed/requested, in order to maintain health and well-being.

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4.1.1 Approved modalities of transportation

Unless otherwise pre-approved by DHSP, transportation modalities are limited to:

- Municipal Transit (e.g., city buses, etc.);
- Local van/shuttle service;
- Taxi service;
- Ridesharing service;
- Rail services (commuter and light rail); and
- Existing DHSP-funded vehicles currently in use by some DPH contractors for transportation of eligible Ryan White Program clients.

4.2 **Provide Transportation Coordination:** Contractor shall provide for coordination of transportation activities for eligible RWP clients.

4.2.1 Verify eligibility: Contractor shall verify client's eligibility to receive transportation services in two ways:

- 1) Screen for eligibility requirements (see SOW Section 3.18); and
- 2) If RWP client is eligible, verify and document in the client's file the need for transportation, including whether the client has existing access to transportation (e.g. personal car, rides from family/friends, etc.) and what the appropriate mode of transportation is for the client (e.g. bus, train, taxi, ridesharing services, local van/shuttle, or a combination of any of these approved transportation services modalities).

4.2.2 Assess transportation modality need and cost-effectiveness: Contractor shall assess the unique needs of each qualifying client and use its best judgement to determine which modality of transportation is appropriate. Contractor shall have consideration for the following: documented client level of need, benefit of respective transportation modality to the client, and cost effectiveness.

- 4.2.2.1 Use of taxi and/or ridesharing services shall only be utilized for clients who are unable to use one of the public transit modalities due to health concerns, unreasonable/extraordinary travel times to and from the appointment, and/or lack of access to a public transit station/stop (e.g. client lives in a rural area with no access to public transit), etc.

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- 4.2.2.2 Contractor shall develop written protocols and provide training to staff to assure that the most cost-effective transportation option is consistently used. Such protocols shall assign priorities to the various transportation options and direct agency staff to assess and consider options which both meets the client's need and is the most cost-effective.
- 4.2.3 Arrange non-emergency transportation for clients: Contractor shall assist clients in arranging transportation to any non-emergency RWP-funded service.
- 4.2.3.1 Establish purchase agreements/payment accounts with transportation agencies and providers for the purpose of ordering and renewing TAP cards, train tickets, disabled identification cards, ridesharing, and taxi rides.
- 4.2.3.2 For public transportation, Contractor may purchase cards on a monthly basis to provide the client access to public transportation in order to obtain nonemergency medical and social services. Fares shall be reloaded onto TAP cards prior to the first of the month, for clients who continue to qualify. Contractors will work with clients at the start of a given month on developing a monthly schedule of non-emergency medical and social service appointments and load TAP cards with exact fare to cover only these appointments. Contractor will track client's schedule to ensure that client keeps appointments. Contractor will develop intervention plans with the client in instances where clients run out of fare, due to client using TAP card for personal use resulting in missed appointments.
- 4.2.3.3 For one-time rides utilizing ridesharing/taxis/van services, etc., Contractors shall arrange for the client to be picked up from home/work and dropped off at RWP-funded service location and brought back to home/work again in a timely manner.
- 4.2.4 Support special transportation needs of clients: Contractor shall arrange for transportation services that meet special needs of clients.
- 4.2.4.1 Upon request in advance by the client, whenever possible Contractor shall schedule drivers who speak the client's preferred language when utilizing taxi, rideshare, or van service.

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4.2.4.2 Contractor shall work to accommodate a client's accessibility needs by:

- Arranging for vehicles which are wheelchair accessible, able to accommodate passenger's wheelchair, equipped with wheelchair lifts, or possess the capability to store the wheelchair while in transit.
- Assisting eligible clients in completing and processing the disabled application entitled LAC Transit Operators Association (LACTOA) Reduced Fare Program in order to obtain a Disabled TAP identification card - http://media.metro.net/riding/tap_reduced_lactoa_disabled_application.pdf
- Whenever possible, arranging as requested by the client for transportation modality that includes child restraint devices (car seats) that are certified to meet National Highway Traffic Safety Administration standards for all children specific to their weight, height, and age. The child restraint devices shall be used correctly each time as required by federal and State law.

4.3 **Utilization of DHSP-funded Vehicles:** Contractors who operate and maintain DHSP-funded vehicles to transport clients to and from RWP-funded services shall establish and follow proper policies, procedures and protocols.

4.3.1 Maintain vehicles: Contractor shall ensure all existing DHSP-funded vans utilized to provide the required services under this agreement shall be properly maintained to ensure safety, good operational condition, and cleanliness. Documentation of regular and preventive maintenance for all existing DHSP-funded vehicles shall be kept updated, filed, and available for DHSP review.

4.3.2 Keep insurance current: Contractor shall ensure documentation of current insurance for all existing DHSP-funded vehicles and drivers used in the van transportation services program is valid and available for DHSP review.

4.3.3 Keep valid driver's licenses: Contractor shall keep on file

APPENDIX B

current valid driver's licenses for all existing DHSP-funded van drivers available for DHSP review.

4.3.4 Maintain trip log: Contractor shall maintain a current log of each trip provided to eligible clients utilizing existing DHSP-funded vans keeping it available for DHSP review. Such log shall include, but not be limited to:

1. Date of departure;
2. Time of departure;
3. Place of departure;
4. Destination;
5. Time of arrival;
6. Odometer readings at times of departure;
7. Times of arrival at destination;
8. Number of clients per trip; and
9. Client name(s).

4.4 **Maintain Ability to Bill Third-Party**: Contractor shall bill any third-party payer source(s) (including public/private plans, such as those provided through Covered California, Medicare, or private plans) where available.

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

- 5.1 Contractors must obtain permission from Director, DHSP or his designee at least sixty (60) days prior to the addition/deletion of service facilities, specific tasks and/or work hour adjustments.
- 5.2 All changes must be made in accordance with Paragraph 8, Alteration of Terms/Amendments of the contract.

6.0 CLINICAL QUALITY MANAGEMENT PROGRAM

The contractor shall implement a Clinical Quality Management (CQM) Program, as defined in the contract, Paragraph 18K, Clinical Quality Management, Paragraph 18L Clinical Quality Management Plan, and Paragraph 18M, Participation in DHSP's CQM Program Monitoring, that assesses the extent to which the HIV and STD-related testing and treatment provided are consistent with federal, State, and local standards of HIV and STD testing and treatment.

7.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the contractor's performance under this contract using the quality assurance procedures as defined in the contract, Paragraph 38, County's Quality

APPENDIX B

Assurance Plan. Such evaluation will include assessing contractor's compliance with all contract terms and performance standards.

7.1 Meetings

Contractor shall meet with the County as requested. Failure to attend these mandatory meetings will constitute a material breach of this contract.

7.2 County Observations

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

8.0 HOURS/DAY OF WORK

The contractor shall provide transportation services during the hours that are the most effective and convenient for clients. Hours may be the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also include alternate hours such as evenings, late nights, and weekends. Contractor is not required to 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; Indigenous Peoples Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

9.0 WORK SCHEDULES

- 9.1 Contractor shall maintain a work schedule for each location/facility and submit to the County Project Manager upon request. 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 of the tasks to be performed by day of the week and morning, afternoon, and/or evening hours.
- 9.2 Contractor shall notify County Project Manager when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager within thirty (30) working days prior to scheduled time for work.

**APPENDIX C
TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM (RWP) CLIENTS IN LOS ANGELES COUNTY
(RFA #2019-009)
BUDGET WORKSHEET**

Proposer's Name: _____

Enter the estimated number of eligible Ryan White Program clients your agency plans to provide Transportation Services to: _____

TABLE 1:

TRANSPORTATION MODALITY	Proposed Number of Units of Transportation* per Year (12 Months) (A)	Proposed Average Rate per Unit of Transportation (B)	Total Proposed Annual Cost per Transportation Modality (AxB) (C)
Municipal Transit (e.g. city buses)	0	\$ -	\$ -
Local Van/Shuttle services	0	\$ -	\$ -
Taxi services	0	\$ -	\$ -
Ride Sharing services	0	\$ -	\$ -
Rail services (e.g. Commuter and light rail trains)	0	\$ -	\$ -
Existing DHSP-funded vehicles	0	\$ -	\$ -
TABLE 1 TOTAL			\$ -

INSTRUCTIONS FOR TABLE 1.

Column A: Enter the proposed number of Transportation Units of Service your agency expects to provide annually per Transportation Modality.
Column B: Enter the proposed average rate per Unit of Transportation for each Transportation Modality your agency expects to incur.
Column C: Column A x Column B will automatically populate the proposed annual costs associated with respective Transportation Modalities.
TABLE 1 TOTAL will automatically populate the sum of the Total Proposed Annual Cost per Transportation Modality.

*A Unit of Transportation is defined as a one-way trip via one of the DHSP approved Transportation Modalities

TABLE 2:

Transportation Coordination	TABLE 1 TOTAL (D)	Transportation Coordination % (Enter 0% or up to 20%) (E)	Total Annual Agency Request for Transportation Coordination (DxE) (F)
	0	0%	\$ -
TABLE 2 TOTAL			\$ -

INSTRUCTIONS FOR TABLE 2:

Column D: Is the TABLE 1 TOTAL and will automatically populate. **Column E:** Enter the correct percentage that reflects justifiable costs your agency will incur providing Transportation Coordination. If your agency has an existing Benefit Specialty Services (BSS) contract with DHSP enter 0% from the pulldown menu. If your agency does NOT have an existing BSS contract with DHSP, enter the appropriate percentage up to 20% from the pulldown menu. This percentage should be based on your agency's justifiable costs. **Column F:** Is your agency's total cost for Transportation Coordination (Column D x Column E) and will automatically populate. This is the amount requested for Transportation Coordination.

Table 3:

Proposed Annual Transportation and Transportation Coordination Budget	TABLE 1 TOTAL	TABLE 2 TOTAL	Total Annual Transportation Services (TABLE 1 TOTAL+TABLE 2 TOTAL)
	\$ -	\$ -	\$ -
TABLE 3 TOTAL			\$0.00

Table 3 automatically populates and adds the totals of Table 1 and Table 2. TABLE 3 TOTAL is the total amount that your agency is requesting for Transportation Services.

Print Name:	Title:
Signature:	Date:

APPENDIX K

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

(TITLE)

PH-Pending

**DEPARTMENT OF PUBLIC HEALTH
APPENDIX K – SAMPLE CONTRACT**

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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)

Exhibit I – Jury Service Program

UNIQUE EXHIBITS

Exhibit J – Charitable Contributions Certification

Exhibit K - Requirements Regarding Imposition of Charges for Services

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

Exhibit M - Guidelines for Staff Tuberculosis Screening

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS
IN LOS ANGELES COUNTY
CONTRACT**

THIS CONTRACT "Contract" is made and entered into this _____
day of _____, 2020,
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, on (enter date of DA Memo or authorization document), the Board
delegated authority for the County's Director of the Department of Public Health (DPH),
or duly authorized designee (hereafter jointly referred to as "Director") to execute
contracts for (give title of services) to preserve and protect the public's health; and

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

WHEREAS, County has established Division of HIV and STD Programs
(hereafter "DHSP") under the administrative direction of County's 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 greatly affected 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 applicable law; and

WHEREAS, Contractor possesses the competence, 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 (give title of services) for compensation, as set forth herein; and

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

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention, Catalog of Federal Domestic Assistance (CFDA) Number xx.xxxx of which a portion has been designated to this contract.

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(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)
Exhibit I – Jury Service Program

Unique Exhibits

Exhibit J – Charitable Contributions Certification
Exhibit K - Requirements Regarding Imposition of Charges for Services
Exhibit L - People with HIV/AIDS Bill of Rights and Responsibilities
Exhibit M - Guidelines for Staff Tuberculosis Screening

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(s) 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 execution and shall continue in full force and effect for a period of three years, unless sooner terminated or extended, in whole or in part, as provided in this Contract

The Contractor shall notify DHSP when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPH at the address herein provided in Paragraph 22, NOTICES.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of _____ 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. For the period of _____ 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 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 Programs (DHSP) Financial Services Division 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 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 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(s) for reports or data not delivered in a complete and correct form.

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

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

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

(5) In addition to 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.

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.

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to twenty-five percent (25%) 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 twenty-five percent (25%) 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, up to an adjustment between all budget categories, 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 administrative 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 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 express 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 or effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

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 internal reallocation of funds between budgets

up to twenty-five percent (25%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to twenty-five percent (25%) 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 or within budget categories within each 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. CONFIDENTIALITY:

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 shall be entitled 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 E.

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, whether from Contractor or any third-party transportation provider.

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: 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 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 Unit
5555 Ferguson Drive, 3rd Floor Suite 320
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 name of insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of 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 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, including Third-Party transportation providers as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's, or Third-Party transportation provider's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor and/or Third-Party transportation providers 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 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 \$1 million 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 \$1 million 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. The written notice shall be provided to County at least then (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also 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 \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than 3 years following this Contract's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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 five 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 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 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 and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to 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 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 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 DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within 30 calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the

earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period.

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

The independent auditor's work papers shall be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work 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 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 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 30 calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30 calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the

audit, or sample, 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 cost 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 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 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 statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: 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. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, 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 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 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.

18G. 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 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.

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

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

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

Bill of Rights. In addition, Contractor shall notify of and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

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

18J. GUIDELINES FOR STAFF TUBERCULOSIS SCREENING: Contractor shall adhere to Exhibit M, "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 12-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.

18K. CLINICAL QUALITY MANAGEMENT: Contractor shall implement a Clinical Quality Management (CQM) program, (pursuant to Title XXVI of the Public Health Service Act Ryan White HIV/AIDS Program (RWHAP) Parts A – D and the Health Resources and Services Administration (HRSA) RWHAP expectations for clinical quality management programs) that assesses the extent to which the care and services provided are consistent with federal (e.g., U.S. Department of Health and Human Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The CQM program shall at a minimum:

- A. Establish and maintain a CQM program infrastructure including the leadership and accountability of the medical director or executive director of the program;
- B. Collect, analyze and report performance measurement data to guide implementation of quality improvement activities and assess outcomes;
- C. Track client perceptions of their health and the effectiveness of the services received through patient satisfaction surveys;
- D. Involve clients and their input in the CQM program activities to ensure that their needs are being addressed;
- E. Serve as a continuous quality improvement process with direct reporting of data and quality improvement activities to senior leadership and DHSP no less than on an annual basis;
- F. Perform an evaluation of the effectiveness of the CQM program on an annual basis; and
- G. Aim to improve patient care, health outcomes, and/or patient satisfaction.

18L. CLINICAL QUALITY MANAGEMENT PLAN:

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

implementation may be reviewed by DHSP staff during its onsite program review. The written CQM plan shall at a minimum include the following components:

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

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

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

D. Implementation of CQM Program:

(1) Selection of Performance Measures – Contractor shall describe how performance measures are selected. Contractor shall collect and analyze data for at least one (1) or more performance measure per HRSA RWHAP expectations for clinical quality management programs.

Contractor is encouraged to select performance measures from HRSA's HIV/AIDS Bureau of Performance Measure Portfolio

(<https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>). Contractor may request technical assistance from DHSP CQM Program Staff for regarding the selection, development and implementation of performance measures.

(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 measure results monitoring at the CQM 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 CQM committee’s process for selecting and implementing quality improvement projects and activities and how these activities are documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

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

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

G. Client Feedback Process: The CQM 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 CQM 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 CQM 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 threatens the physical or emotional health or safety of any person

including, but not limited to suicide, medication error, delay in treatment, and serious injury.

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

(2) All written reports shall include the following:

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

(b) Date and nature of event;

(c) Disposition of the incident;

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

18M. PARTICIPATION IN DHSP CQM PROGRAM:

In an effort to coordinate and prioritize CQM activities across the Eligible Metropolitan Area (EMA), Contractor is expected to participate in and coordinate CQM program activities with the DHSP CQM program. At a minimum, contractor shall:

A. Participate in EMA-wide and/or DHSP supported quality improvement activities and initiatives;

B. Participate in EMA-wide and/or DHSP supported CQM trainings and capacity building activities; and

C. Submit routing and/or ad-hoc reports of relevant CQM program activities as directed by DHSP.

18N. DHSP GRIEVANCE PROGRAM:

A. 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 five ways to contact DHSP about their complaints or concerns:

- (1) Grievance Line (telephone)
- (2) Fax
- (3) Email
- (4) Mail (postal)
- (5) In person

B. The Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The Grievance 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. The Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance-Management:

(1) Within 10 days of receipt of a 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 Grievance Management staff 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 and 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.

180. CHILD/ELDER ABUSE/FRAUD REPORT

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

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

- C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in W&IC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

- D. Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

- E. Contractor staff working on this Contract shall also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970 unless otherwise restricted by law from disclosing such information.

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 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 S. Commonwealth Ave, 10th Floor
Los Angeles, California 90005

Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
1000 S. Fremont Avenue. Unit 101
Building A-9 East, 5th Floor North
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 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 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. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the county prior to the actual acquisitions/mergers.

B. Contractor 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.

C. 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.

D. 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 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 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 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 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 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 business days of mailing to the complainant.

29. COMPLIANCE WITH APPLICABLE LAW:

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 without limitation, County Counsel, and shall be entitled 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 attached as Exhibit I and incorporated herein by reference into and made a part of this Contract.

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 (5) 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. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

B. If 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 the Department of Workforce Development, Aging and Community Services 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, as defined in Paragraph 10, 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 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 years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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 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 on how to receive the poster can be found on the Internet 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 Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If

improvement does not occur consistent with the corrective action measures, 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 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. DATA ENCRYPTION;

A. 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 the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

B. 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: (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 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.

C. 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.

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

E. Certification: The County must receive within 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 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 HIPAA and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit H.

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 53 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 Fair Employment and Housing Commission 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

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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

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, physician, subcontractor or independent contractor 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 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 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 her 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 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 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 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 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 supervisory 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 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 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 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 claim and invoice. Such claim and invoice shall be submitted promptly, but not later than 60 calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven years after final settlement under this Contract, in accordance with Paragraph 15, 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 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 IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. 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 the Contractor.

Contractor shall immediately report any attempt by a County officer or employee 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 Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or 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 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 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 Elections Code 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 77, 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.

83. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES: Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

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

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

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

D. At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

85. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY: The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct

based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

86. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Proposer under this Agreement. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Agreement.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by its Director of Public Health, or designee, and Contractor has caused this Contract to be executed 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

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR APPLICATIONS (RFA) FOR TRANSPORTATION SERVICES FOR
ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY – RFA
2019-009

APPLICATION TRANSMITTAL FORM

PROJECT TITLE: Transportation Services for Eligible Ryan White Program Clients in Los Angeles County

RFA NUMBER: RFA 2019-009

APPLICANT'S LEGAL NAME: _____

APPLICANT'S ADDRESS: _____

Street

Suite

City State Zip Code

APPLICANT'S AUTHORIZED REPRESENTATIVE: Please provide the below information as it relates to Applicant's authorized representative. Applicant's authorized representative must be authorized to sign on behalf of the Applicant, able to make representations for the Applicant during contract negotiations, and able to legally bind the Applicant to any resultant contract.

Authorized Representative: _____

Title: _____

Address: _____

Street

Suite

City State Zip Code

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

APPLICANT'S CONTACT PERSON: Please provide the below information as it relates to Applicant's contact person. Applicant's contact person will serve as the Applicant's main contact with the County for any matters related to this RFA.

Contact Representative: _____

Title: _____

Address: _____

Street

Suite

City State Zip Code

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR APPLICATIONS (RFA) FOR TRANSPORTATION SERVICES FOR
ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY – RFA
2019-009**

Vendor Survey Questionnaire

Optional Survey: Your feedback is greatly appreciated.

Vendor Name:

How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check box(es) that apply.

❖ Social Media (e.g., Twitter, Facebook, etc.) Yes

❖ Department of Public Health Workshop Yes

❖ County Vendor Fair Yes

❖ Contracting Opportunity flyer Yes

❖ Email Notification Yes

❖ Website (Department of Public Health Contracts and Grants) Yes

❖ Other Website (*Please describe below*): Yes

❖ Other (*Please describe below*): Yes

Thank you!