



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

**MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR FOR
RYAN WHITE PROGRAM (RWP) ELIGIBLE PERSONS LIVING
WITH HIV (PLWH) IN LOS ANGELES COUNTY**

DPH-RFSQ-#2021-006

December 2, 2021

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

1.0 INTRODUCTION

1.1 Background

Los Angeles County (LAC) is one of the nation's largest counties. It comprises 4,084 square miles, an area about 800 square miles larger than the combined states of Delaware and Rhode Island. LAC areas include the islands of San Clemente and Santa Catalina. LAC has the largest population of any county in the nation and is home to over 10 million residents, which encompasses approximately 27 percent of California's population. LAC is diverse, with more than 140 cultures and as many as 224 languages. For purposes of service planning and delivery, LAC is divided geographically into eight Service Planning Areas (SPAs) serving 44.6% Hispanic, 31.1% Caucasian, 12.3% Asian, 9.7% African American, 0.5% American Indian and Pacific Islander 0.3%. LAC is governed by the County of Los Angeles (County) Board of Supervisors.

The Department of Public Health (Public Health) is one of the largest departments within LAC. Public Health has five Area Health Offices and 14 public health centers which support its mission to protect health, along with diverse programs that prevent disease and promote health and well-being for everyone in LAC. Public Health activities protect the population from infectious diseases, food-borne illness, disasters, and preventable accidents.

Division of HIV and STD Programs

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

Mission

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

Vision

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

The size and diversity of LAC provide a unique challenge in providing and coordinating HIV prevention and care services. Despite efforts to provide access to high quality HIV prevention and care services that are culturally sensitive, and appropriate to the needs of County residents, there are continued disparities in HIV diagnosis by population and geographic location. Rates of new HIV diagnosis are higher among men than women. Across age groups, young men aged 20-29 years and women aged 30-39 years had highest HIV diagnosis rates. Black men and women had higher rates of HIV diagnosis compared with other race/ethnicity groups. Among men the highest rates of diagnoses were seen in the Central, South, and Hollywood-Wilshire Health Districts, and the highest rates for women were seen in the Central, South, and Southeast Health Districts. For more detailed information about HIV in the County please refer to the Annual HIV Surveillance Report, 2019 available at: http://www.publichealth.lacounty.gov/dhsp/Reports/HIV/2019Annual_HIV_Surveillance_Report_08202020_Final_revised_Sept2020.pdf

As-needed Medical Subspecialty Network Administrator (MSNA) Services are integral to the national initiative, Ending the HIV Epidemic (EHE): A Plan for America, which seeks to reduce the number of new HIV infections in the United States by 75 percent by 2025 and by at least 90 percent by 2030. Federal partners guiding and advancing EHE efforts include the Health Resources and Services Administration (HRSA), Centers for Disease Control and Prevention (CDC), National Institutes of Health (NIH), Indian Health Service, Substance Abuse and Mental Health Services Administration (SAMHSA), Housing and Urban Development (HUD), and the Office of the Assistant Secretary of Health. In Los Angeles County, various entities have received funding from HRSA, CDC, and NIH to support EHE goals and strategies, including Public Health, federally qualified health centers, AIDS Education Training Centers, and academic institutions partners.

The initiative focuses on four (4) key pillars to end the epidemic:

- (1) Diagnose people as early as possible,
- (2) Treat people rapidly and effectively,
- (3) Prevent new HIV transmissions, and
- (4) Respond quickly to HIV outbreaks.

DHSP MSNA funded contractors will advance strategies aligned with Prevention Pillars one (1) and two (2) of the four (4) EHE pillars:

- (1) Diagnose, and
- (2) Treat.

As the disease burden for HIV continues to increase among certain populations and Persons Living With HIV (PLWH) are living longer, MSNA providers are sought as key partners to facilitate achievement of the Los Angeles County HIV/AIDS Strategy goals by providing access to high quality biomedical HIV prevention services and to connect clients who may have fallen out of care back into primary medical care and other needed services in order to improve whole body health and prevent further HIV infection.

HIV Diagnosis in LAC

At the end of 2017, an estimated 57,700 people were living with HIV in LAC, approximately 11% or 6,400 of whom were estimated to be unaware of their infection¹. The number of diagnoses of HIV infection has remained relatively stable in LAC since 2010². In 2018, a total of 1,660 persons aged ≥13 years were reported as newly diagnosed with HIV infection in LAC, corresponding to a rate of 19 per 100,000. Due to rounding, the following percentage totals may exceed or be under 100%.

Sex/Gender:

Among persons with a new HIV diagnosis in 2018, 1,445 (87%) were male, 180 (11%) were female and 35 (2%) were among people who identify as transgender. It is important to note that among transgender persons, cases may be incorrectly reported as male or female, resulting in potential underreporting of HIV and/or STDs among transgender persons.

Age:

Most HIV diagnoses in 2018 were among persons aged 20-29 years (38%), followed by persons aged 30-39 years (29%), persons aged 40-49 years (15%), and persons aged 50 years and older (13%). Males had a younger age distribution than females; 41% of HIV diagnoses among males were reported among individuals aged 20-29 years and 29% of HIV diagnoses among females were reported among individuals aged 30-39 years old.

¹ Division of HIV and STD Programs, County of Los Angeles Department of Public Health. 2019 Annual HIV Surveillance Report. http://www.publichealth.lacounty.gov/dhsp/Reports/HIV/2019Annual_HIV_Surveillance_Report_08202020_Final_revised_Sept2020.pdf Published August 20,2020. Accessed [December 15, 2020].

² Division of HIV and STD Programs, Los Angeles County Department of Public Health. 2017 Annual HIV Surveillance Report. http://www.publichealth.lacounty.gov/dhsp/Reports/HIV/2017_AnnualHIVSurv_Report_FINAL_2018Nov15.pdf . Published November 15, 2018. Accessed [April 12, 2019].

Race/Ethnicity:

Most new HIV diagnoses in 2018 were reported among Latinx (n=817; 49%), however the highest HIV diagnosis rates were among African Americans (51 per 100,000) and American Indian/Alaska Natives (47 per 100,000), followed by Pacific Islanders (24 per 100,000), Latinx (19 per 100,000), and whites (13 per 100,000), and Asians (6 per 100,000). Differences in rates were also observed by sex, most notably among African American females (16 per 100,000) where the rate of HIV diagnoses was 5 times higher than that of white females (3 per 100,000) and 4 times higher than the rate for Latinas (4 per 100,000). Among males, the rate of HIV diagnoses among African Americans (91 per 100,000) was 4 times higher than among whites (23 per 100,000) and 2.5 times higher than the rate for Latinos (37 per 100,000).

Transmission Category:

In 2018, most new HIV diagnoses were among men who have sex with men (MSM) (81%, followed by 9% among heterosexuals (mostly females), 6% among heterosexual injection drug users, and 3% among MSM who also inject drugs (MSM/IDU).

Geographic Distribution:

Across the eight (8) SPAs, the highest rate of new HIV infections in 2018 was among persons living in the Metro SPA (42 per 100,000) at the time of diagnosis, followed by the South (31 per 100,000) and South Bay (18 per 100,000) SPAs. There were also differences in rate by health district (HD); the Central HD had the highest rate (63 per 100,000), followed by the Hollywood-Wilshire HD (42 per 100,000).

1.2 Purpose

The purpose of this Request for Statement of Qualifications (RFSQ) is to secure a pool of qualified agencies (also referred to as “Respondents”) to enter into Master Agreements with the County to provide as-needed MSNA services to facilitate the provision of as-needed Medical Subspecialty Services (MSS) to PLWH.

A Master Agreement will be offered to all Respondents determined to be qualified. The execution of a Master Agreement does not guarantee any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County’s sole discretion.

1.3 Applicable Documents

The following documents are referenced in and comprise this RFSQ:

- Appendix A – Vendor’s Organization Questionnaire/Affidavit and CBE Information
- Appendix B – Minimum Qualification Requirements Verification
- Appendix C – MSS Network Providers
- Appendix D – Prospective Contractor References
- Appendix E – Charitable Contributions Certification
- Appendix F – Statement of Work (SOW)
- Appendix G – Sample Master Agreement
- Appendix H – Acceptance of Terms and Conditions Affirmation

2.0 REQUESTED INFORMATION

Interested and qualified vendors (Respondents) that meet the minimum requirements specified below are invited to submit a response to the RFSQ to be considered for a Master Agreement.

Subcontractors may not be used to meet the Minimum Qualification Requirements.

2.1 Minimum Qualification Requirements

Respondents must meet all Minimum Qualification Requirements described under either Option 1 or Option 2 below. Public Health, at its sole discretion, may disqualify any Respondents that does not meet the Minimum Qualification Requirements.

Minimum Qualification Requirements – Option 1

2.1.1 Respondents must have a minimum of two (2) years of experience within the last five (5) years serving as a MSNA managing and operating a network of medical subspecialty providers.

2.1.2 Respondent's Project Director must be an on-staff physician with a current and valid medical license in good standing with the State of California with either:

- a) A minimum of two (2) years of experience within the last five (5) years providing primary medical care; **or**

- b) A minimum of two (2) years within the last ten (10) years serving as an HIV-trained physician providing HIV medical care.

Respondent must submit a copy of physician's current and valid medical license.

- 2.1.3 Respondent must have been working and operating from at least one (1) physical office location in LAC for the past two (2) years.

2.1.4 Unresolved Disallowed Cost

If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, vendor 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 vendor does not have the unresolved disallowed costs.

Respondents qualifying under this Option 1 must complete and submit the following forms:

- Appendix A – Vendor's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information
- Appendix B – Minimum Qualification Requirements Verification
- Appendix C – MSS Network Providers
- Appendix D – Prospective Contractor References
- Appendix E – Charitable Contributions Certification
- Appendix H – Acceptance of Terms and Conditions Affirmation

-OR-

Minimum Qualification Requirements – Option 2

- 2.1.5 Respondent is an existing Contractor with the County of Los Angeles in good standing under a Board of Supervisors (Board) approved Service Agreement for Ambulatory Outpatient Services (AOM) and/or Medical Care Coordination Services (MCC).

2.1.6 Respondent's Project Director must be an on-staff physician with a current and valid medical license in good standing with the State of California with either:

- a) A minimum of two (2) years of experience within the last five (5) years providing primary medical care; **or**
- b) A minimum of two (2) years within the last ten (10) years serving as an HIV-trained physician providing HIV medical care.

Respondent must submit a copy of physician's current and valid medical license.

2.1.7 Respondent must have been working and operating from at least one (1) physical office location in LAC for the past two (2) years.

2.1.8 **Unresolved Disallowed Cost**

If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, vendor 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 vendor does not have the unresolved disallowed costs.

Respondents qualifying under this Option 1 must complete and submit the following forms:

- Appendix B – Minimum Qualification Requirements Verification
- Appendix C – MSS Network Providers
- Appendix E – Charitable Contributions Certification
- Appendix H – Acceptance of Terms and Conditions Affirmation

2.2 **MSNA's MSS Network Providers**

MSNA and its network of MSS providers' service delivery sites shall be located in LAC. To ensure that services are available and accessible to Ryan White Program (RWP) eligible clients, Respondents should strive to provide services in each area where there is high HIV/STD morbidity (see

<http://publichealth.lacounty.gov/dhsp/Mapping.htm>). Respondent may look up addresses of the MSS providers to determine Health District and SPA location here: <http://gis.lacounty.gov/districtlocator/>.

2.2.1 Written Agreement

Respondent shall have written agreements in place with all proposed MSS providers that meet the requirements specified below prior to Master Agreement recommendation.

2.2.2 Location of Services

Respondent shall complete and submit Appendix C, MSS Network Providers, for Respondent's network of MSS providers that meet the guidelines outlined below for location of services:

a. Contracted Network(s):

i. Respondent shall include in their network of MSS providers **two (2)** * or more providers in LAC for each of the following MSNA covered medical subspecialties (the minimum of two (2) service delivery sites must be 10 miles apart or greater):

- Colorectal/Proctology
- Gastroenterology/Hepatology
- Ophthalmology
- Dermatology
- Radiology
- Urology
- Cardiology

AND

ii. In addition to the requirement in Item i. above, a minimum of one provider is required in LAC for all other medical subspecialties listed in Appendix F, SOW.

b. In-house Network(s):

Respondent shall have a minimum of **one (1)*** MSS provider at their location/campus available for all MSS listed in Appendix F, SOW, Section 1.0, Tables 2 and 3.

* DHSP encourages the Respondent to offer as many choices in providers as possible with adequate geographic coverage across LAC in order to provide better access for clients.

2.3 Addendum and Questions

2.3.1 Addendum

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

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

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

Los Angeles County – Doing Business With Us

<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the vendor's responsibility to check the above referenced websites regularly. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the RFSQ response 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.

2.3.2 Questions

All questions, without identifying the submitting company/vendor, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. When submitting questions, the Respondent must specify the RFSQ Section number, paragraph number, page number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. The County reserves the right to group similar questions when providing answers.

Any questions regarding this RFSQ must be submitted no later than December 16, 2021 at 3:00 PM, PT, to Vincent Tran at the following e-mail address: vtran@ph.lacounty.gov.

2.4 Response Submission Instructions

The initial due date for the RFSQ submission is 3:00 PM, PT, on January 20, 2022 (Initial RFSQ Deadline). Respondents shall submit the RFSQ response forms in electronic format only via email to:

Vincent Tran, Contract Analyst:
vtran@ph.lacounty.gov

Respondents are encouraged to submit the RFSQ responses in advance of the Initial RFSQ Deadline, as County will give priority for Master Agreement award to the Respondents whose RFSQ responses were received before the Initial RFSQ Deadline until the County's needs are met. Once the County's needs are met, the RFSQ may be suspended. The solicitation may be re-opened if the County needs additional Respondents meeting the requirements of this RFSQ for provision of the services described.

3.0 REVIEW AND SELECTION PROCESS

Public Health will review the RFSQ responses. As a result of the review of the RFSQ responses, Public Health may:

- Request further information and/or documents, presentations and/or conference call or in-person interviews substantiating Respondent's qualifications, experience and/or readiness to provide the requested services;
- Enter into a Master Agreement with the Respondent(s); and/or
- Take no further action at this time on this matter.

Public Health may select, at its sole option, one or more Respondents to recommend to the Board of Supervisors for Master Agreement award. The County will award Master Agreement(s) to Respondent(s) whose RFSQ responses are determined by County to best meet its needs, taking into consideration to the extent applicable, among others, response submission date and time, as evidenced by the time stamp of electronically submitted RFSQ responses; proposed rates for Services; and service locations. If a Respondent is selected to enter into a Master Agreement, Public Health will provide the Respondent with such Master Agreement for review and approval.

4.0 MASTER AGREEMENT

4.1 Term

The Master Agreement term shall be for a period of three (3) years as authorized by the Board. At the conclusion of the three-year period, the County shall have the option to extend the term for two (2) additional one-year terms plus an additional six (6) month-to-month terms. The two (2) year-to-year extensions may be exercised at the sole discretion of Public Health.

Public Health will continuously accept responses throughout the Master Agreement term to qualify additional Respondents. Master Agreements will

become effective upon the date of execution by the Director of Public Health, or designee, and shall expire at the same time as the initially executed Master Agreements.

4.2 Terms and Conditions

It is the duty of every Respondent to thoroughly review the Sample Master Agreement (Appendix G) and Statement of Work (Appendix F) to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting an application the Respondent will accept, as stated, the County's terms and conditions in the Sample Master Agreement.

5.0 GENERAL CONDITIONS

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

5.2 Final Contract Award by the Board of Supervisors

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

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

5.3 Notice to Proposers Concerning the Public Records Act

5.3.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Respondent(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all Responses submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each response which are justifiably defined and identified by the Respondent as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

5.3.2 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 response as confidential shall not be deemed sufficient notice of exception. The Respondent must specifically label only those provisions of their respective response which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.**

5.4 Determination of Respondent Responsibility

5.4.1 A responsible Respondent is a Respondent 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 Respondents.

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

5.4.3 The County may declare a Respondent to be non-responsible for purposes of this contract if the Board, in its discretion, finds that the Respondent 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 Respondent’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.4.4 If there is evidence that the Respondent may not be responsible, Public Health shall notify the Respondent in writing of the evidence relating to the Respondent’s responsibility, and its intention to

recommend to the Board of Supervisors that the Respondent be found not responsible. Public Health shall provide the Respondent and/or the Respondent's representative with an opportunity to present evidence as to why the Respondent should be found to be responsible and to rebut evidence which is the basis for Public Health's recommendation.

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

5.4.6 These terms shall also apply to proposed subcontractors of Respondents on County contracts.

5.5 Respondent Debarment

5.5.1 The Respondent is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Respondent 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 Respondent's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Respondent 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 Respondent'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.

5.5.2 If there is evidence that the Respondent may be subject to debarment, DPH shall notify the Respondent in writing of the evidence which is the basis for the proposed debarment, and shall advise the Respondent of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5.5.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Respondent and/or Respondent'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 Respondent should be debarred, and, if so, the appropriate length of time of the debarment. The Respondent and DPH shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 5.5.4 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. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.5.5 If a Respondent has been debarred for a period longer than five (5) years, that Respondent 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 Proposer 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.
- 5.5.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer 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.
- 5.5.7 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 5.5.8 These terms shall also apply to proposed subcontractors of Respondents on County contracts.
- 5.5.9 Respondents can find a listing of Contractors that are currently on the Debarment List for Los Angeles County on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.6 Proposer's Charitable Contributions Compliance

- 5.6.1 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 N. 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.
- 5.6.2 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, as set forth in Appendix E.
- 5.6.3 A completed Appendix E is a required part of any contract with the County, in which 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 contract,
- 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.
- 5.6.4 Prospective County contractors that do not complete Appendix F 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)

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

VENDOR’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Vendor’s/Agency Name:

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC)? Yes No
 If yes, complete:

Legal Name ((found in your Articles of Incorporation) and State of incorporation:

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

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:

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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[COMMUNITY BUSINESS ENTERPRISE \(CBE\) INFORMATION](#) (right click on hyperlink to open form)

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

COMPLIANCE WITH SPECIFIC COUNTY PROVISIONS

Vendor acknowledges and certifies compliance with all terms and conditions outlined in Appendix G, Sample Master Agreement, and the following specific Los Angeles County codes and provisions:

1.	The Los Angeles County Code, Chapter 2.160 and Appendix G, Sample Master Agreement, Paragraph 8.45 – Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying.	<input type="checkbox"/> Yes
2.	Appendix G, Sample Master Agreement, Paragraph 9.9 – Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 376).	<input type="checkbox"/> Yes
3.	The Los Angeles County Code, Chapter 4.32.010 and Appendix G, Sample Master Agreement, Paragraph 8.6 – Compliance with Civil Rights Laws, Anti-Discrimination and Affirmative Action Laws.	<input type="checkbox"/> Yes
4.	Appendix G, Sample Master Agreement, Paragraph 8.7 – Compliance with County’s Jury Service Program and Exhibit D, Jury Service Program.	<input type="checkbox"/> Yes
5.	Appendix G, Sample Master Agreement, Paragraph 8.53 – Compliance with County’s Zero Tolerance Policy on Human Trafficking.	<input type="checkbox"/> Yes
6.	Appendix G, Sample Master Agreement, Paragraph 8.55 – Compliance with Fair Chance Employment Hiring Practices Certification.	<input type="checkbox"/> Yes
7.	The Los Angeles County Code, Section 2.180.010 and Appendix G, Sample Master Agreement, Paragraph 8.58 – Conflict of Terms.	<input type="checkbox"/> Yes
8.	Appendix G, Sample Master Agreement, Paragraph 8.10 – Consideration of Hiring GAIN/GROW Participants.	<input type="checkbox"/> Yes
9.	Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information and Appendix G, Sample Master Agreement, Paragraph 8.54, Data Encryption.	<input type="checkbox"/> Yes
10.	The County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206 and Appendix G, Sample Master Agreement, Paragraph 8.50 – Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program	<input type="checkbox"/> Yes

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

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

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

MINIMUM QUALIFICATION REQUIREMENTS VERIFICATION

NOTE: Completion of this form without sufficient details to substantiate that Respondent meets the minimum qualification requirements as outlined in Section 2.1, Minimum Qualification Requirements and/or any inconsistencies or inaccuracy in the information provided in this form, or this form and your response, may subject your response to disqualification or other action, at the sole discretion of the County.

Respondent acknowledges and certifies that on the day on which the responses are due, it meets and will comply with all of the minimum qualification requirements listed In Section 2.1 - Minimum Qualification Requirements, of this Request for Statement of Qualifications (RFSQ), as listed below.

Minimum Qualification Requirements- Option 1

Please check the appropriate boxes:		
Section 2.1.1	Respondent must have a minimum of two (2) years of experience within the last five (5) years serving as a Medical Specialty Network Administrator (MSNA) managing and operating a network of medical subspecialty providers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Respondent must document their experience below that clearly demonstrates ability to meet the above-referenced requirement. Provide dates, name of agencies/department in which Respondent provided the required service that substantiates Respondent meets the above-referenced requirement (attach additional sheets as necessary).		
Years of Experience from _____ to _____ <div style="display: flex; justify-content: space-around; width: 100%;"> mm/yr mm/yr </div>		

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

MINIMUM QUALIFICATION REQUIREMENTS VERIFICATION

Section 2.1.8	<p>Unresolved Disallowed Costs: If Respondent’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Respondent 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 a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p> <p>County will verify that Respondent does not have unresolved cost.</p> <p><input type="checkbox"/> Respondent does not have unresolved disallowed costs as explained above.</p> <p><input type="checkbox"/> Respondent has unresolved disallowed costs as explained above.</p>
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Respondent further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this response are made, the response 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.

On behalf of (Respondent’s Name) _____

I, (Respondent’s Authorized Representative) _____

hereby certify that this Affidavit is true and correct to the best of my information and belief.

Signature _____ Title _____

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

PROSPECTIVE CONTRACTOR REFERENCES

Respondent's/Agency
 Name:

List Five (5) References where the same or similar scope of services were provided. Only list **DHSP or DHSP staff once**. The contact person must be able to answer contractual questions about the services your agency provides. Please let each contact person listed below know to expect a reference request email or phone call from the Public Health Contracts & Grants Division.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

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.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

APPENDIX F – STATEMENT OF WORK

**MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR (MSNA) FOR RYAN WHITE PROGRAM (RWP) MEDICAL SUBSPECIALTY SERVICES (MSS) IN LOS ANGELES COUNTY
(DPH-RFSQ-2021-006)**

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STATEMENT OF WORK FOR MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR (MSNA) FOR RYAN WHITE PROGRAM (RWP) MEDICAL SUBSPECIALTY SERVICES (MSS) IN LOS ANGELES COUNTY DPH-RFSQ-2021-006

1.0 DESCRIPTION

The County of Los Angeles (County) Department of Public Health (Public Health), Division of HIV and STD Programs (DHSP) requires that Medical Subspecialty Services (MSS) be provided, as needed, to Ryan White Program (RWP) eligible clients who are referred by a licensed Ambulatory Outpatient Medical (AOM) provider due to complications from HIV disease. MSS are defined as medically necessary outpatient medical consultative, diagnostic, and therapeutic services for medical complications resulting from a persons' HIV disease which are beyond the scope of primary medical and nursing care for persons living with HIV (PLWH).

MSS are coordinated through a Medical Subspecialty Network Administrator (MSNA) responsible for ensuring that eligible RWP clients are seen, as appropriate, by medical subspecialty providers in the MSS network. MSNAs shall establish MSS networks utilizing MSS providers within their respective agency (in-house MSS networks), MSS providers outside of their respective agency (contracted MSS networks) or a combination of in-house and contracted MSS networks.

The MSNA (Contractor) serves as the gatekeeper of an MSS provider network and charged with the management of referrals and reimbursement to MSS providers which includes:

- a. Identifying and maintaining a pool of qualified clinical providers for MSS;
- b. Managing referrals from Ambulatory Outpatient Medical (AOM) providers requesting MSS on behalf of RWP eligible clients;
- c. Verifying eligibility of patients to receive services;
- d. Managing any adjudication processes as a result of disallowed referrals;
- e. Facilitating client access to the MSNA's network of medical specialty providers; and
- f. Reimbursing affiliated medical specialists for services rendered.

Referrals shall only be provided for clients in need of MSS as a result of, or due to, complications of HIV disease. MSS are strictly services of last resort. Clients receiving MSS through the MSNA network must **not** be covered by any type of public or private third-party payer source (i.e., Medi-Cal, Medicare, etc.).

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1.1 DHSP Program Goal and Objectives

Contractors are required to achieve the DHSP Goal and Objectives described in Table 1 below:

TABLE 1 - GOALS AND OBJECTIVES FOR MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR	
PRIMARY GOAL	To improve the health and well-being of persons living with HIV and prevent transmission of HIV
PROGRAM GOALS	A. Ensure cost-effective and medically appropriate utilization of MSS by RWP eligible clients referred from primary care in an effort to reduce morbidity and mortality due to complications from HIV disease
	B. Improve health status of HIV-positive individuals referred for MSS
	C. Ensure MSS providers are promptly reimbursed for services rendered
OBJECTIVES	1. Increase number of clients appropriately referred for MSS
	2. Provide approval of allowable referrals for MSS in no more than five (5) business days from date of receipt
	3. Ensure reimbursement to MSS providers within 30 days of services rendered

1.2 Required Network of Medical Subspecialty Services

There are two (2) non-mutually exclusive ways the Contractor can provide access to MSS – 1) Contracted Network and/or 2) In-House Network. Contractor is responsible for maintaining these networks of medical specialty providers that include each of the MSS listed in Table 2, MSN Covered Medical Subspecialty Services and Table 3, MSNA Covered Outpatient Diagnostic Procedures and Testing Services, who provides MSS in Los Angeles County (LAC).

TABLE 2 - MSNA COVERED MEDICAL SUBSPECIALTY SERVICES		
Cardiology	Colorectal/Proctology	Dermatology
Ear, Nose, and Throat (ENT)	Endocrinology	Gastroenterology
Gynecology	Hepatology	Nephrology
Neurology	Oncology	Ophthalmology
Optometry	Orthopedics	Pain Management

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TABLE 2 - MSNA COVERED MEDICAL SUBSPECIALTY SERVICES		
	(including surgery)	
Podiatry	Pulmonology	Rheumatology

TABLE 3 - MSNA COVERED OUTPATIENT DIAGNOSTIC PROCEDURES AND TESTING SERVICES		
Computed Tomography Scan (CT Scan)	Magnetic Resonance Imaging (MRI)	Muscle biopsy
X-ray	Ultrasound	Fine needle aspiration
		Blood tests
<i>Note: Other procedures/tests requested may be authorized by DHSP's Medical Director.</i>		

Referral criteria for each required medical subspecialty service and covered testing and outpatient diagnostic procedures shall be provided in accordance with Attachment 1, Referral Overlay Criteria for MSS.

It is important to note that the overlay criteria for MSS referrals, described in Attachment 1, is intended to serve as a basic guide and does not include all possible cases of appropriate HIV/AIDS-related referrals. In situations that are not specifically addressed by the referral overlay criteria, DHSP's Medical Director, or designee, will make a determination regarding the appropriateness of the referral based on DHSP contractual agreements, scope of covered services, medical records, peer-reviewed medical journals, and/or nationally recognized references in HIV medicine.

1.3 RWP Eligible Client Referral and Adjudication Protocol

The Contractor shall follow the RWP Eligible Client Referral and Adjudication Protocol for MSS described in Table 4, and attached Diagram A, RWP Client Referral and Adjudication Protocol for the process of review, appeal, and adjudication of approved and disallowed MSS referrals. **Note:** The Referral Request and Authorization Form is a hard copy and/or an electronic document created by the Contractor and provided to AOM providers to submit referral requests. Additionally, as necessary, the Contractor is responsible for assisting in verifying client RWP eligibility when requested by the AOM provider and/or to ensure the client didn't become eligible for insurance between when the AOM provider submitted the referral and when the client is seen by an MSS provider.

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TABLE 4 - RWP ELIGIBLE CLIENT REFERRAL AND ADJUDICATION PROTOCOL FOR MSS		
ACTIVITY	ACTIVITY DESCRIPTION	*ACTIVITY COMPLETION TIME FRAME
1. REFERRAL REVIEW (RR)	<p>MSNA’s Medical Director conducts initial review of the Referral Request and Authorization Form created & submitted by the provider using Referral Overlay Criteria for MSS (Attachment 1)</p> <p>OUTCOME:</p> <p>A. Authorized referral returned to requesting provider/client</p> <p>B. Disallowed referral forwarded for MSNA clinician referral review (see Activity 2 below)</p>	Within 2 business days of receipt of referral
2. CLINICIAN REFERRAL REVIEW (CRR)	<p>MSNA’s Medical Director makes a referral determination.</p> <p>OUTCOME:</p> <p>A. Authorized and disallowed referrals are returned to the requesting provider/client</p>	Within 2 business days of receipt of CRR request
3. APPEAL OF DISALLOWED REFERRALS (ADR)	<p>Requesting provider or client (appellant) may file an ADR requesting a review of the CRR decision</p>	Within 2 business days of receipt of CRR results
4. NETWORK PROCESSES APPEAL (NPA)	<p>MSNA’s Medical Director shall conduct a review and reconsideration of the disallowed referral:</p> <p>OUTCOME:</p> <p>A. Authorized appeals are returned to the requesting provider or appellant</p> <p>B. Disallowed appeals are forwarded to DHSP for final review</p>	Within 2 business days of receipt of ADR
5. FINAL DECISION OF DENIED REFERRALS (FDDR)	<p>DHSP’s Medical Director, or designee, shall make a final determination regarding the appropriateness of a disallowed referral and issue final decision to MSNA which is responsible to convey the results to the provider or appellant</p>	Within 2 business days of receipt of disallowed referral appeal

**All 5 Activities of the Referral and Adjudication Protocol process should take no longer than 10 business days total from receipt of the referral in Activity #1.*

2.0 DEFINITIONS

2.1 **Ambulatory Outpatient Medical (AOM) Services:** Evidence-based preventative, diagnostic, and therapeutic medical services provided through outpatient medical clinics by California-licensed health care professionals to persons living with HIV in an outpatient clinic setting.

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- 2.2 **Contracted Network:** The MSNA has a contract or written agreement with individual MSS providers (e.g., independent physician's association (IPA) or accountable care organization, etc.).
- 2.3 **Contractor's Project Director (Medical 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 Master Agreement.
- 2.4 **Contractor's Project Manager:** The Contractor's designee responsible to administer the Master Agreement operations and to liaise with the County after the Master Agreement award.
- 2.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager.
- 2.6 **In-House Network:** An incorporated, integrated and self-operated network of providers, such as a hospital network, managed care organization (MCO), or community-based organization (CBO) offering MSS.
- 2.7 **Medical Subspecialty Services (MSS):** Medically necessary outpatient medical consultative, diagnostic, and therapeutic services for medical complications beyond the scope of primary medical and nursing care for PLWH.
- 2.8 **Network Staff:** Staff providing MSS within the MSNA's network of providers.

3.0 RESPONSIBILITIES

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

COUNTY

3.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6, Administration of Master Agreement – County. Specific duties will include:

- 3.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 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 Master Agreement, Paragraph 8.1 Amendments.

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CONTRACTOR

3.2 Master Agreement Rates

- 3.2.1 Payment for all contracted services shall be to the Contractor on a Fee-For-Service (FFS) basis. Contractor will be reimbursed for cost of MSS visits with an additional 30% for program costs.
- 3.2.2 The MSNA's program costs for overall coordination of the MSS network, including referrals, data collection, fiscal management, etc. (including personnel) shall be no more than 30% of cost of MSS service rendered.
- 3.2.3 The MSNA's network of MSS providers shall be reimbursed for their costs incurred for seeing RWP eligible clients for MSS on an agreed upon FFS rate between the medical specialist or outpatient diagnostic and testing services provider and the MSNA.
- 3.2.4 DHSP will subsequently reimburse the MSNA at the FFS rate that is standardized at no more than 100% of the rate set under the United States Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS) Current Procedural Terminology (CPT) codes for reimbursement. These CPT codes can be found at <http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/FeeScheduleGenInfo/index.html>.

3.3 Personnel

3.3.1 Contractor's Project Director (Medical Director)

- 3.3.1.1 Contractor shall provide a dedicated on-staff Project Director (Medical Director) to provide program oversight with full authority to act for Contractor on all matters relating to the Master Agreement.
- 3.3.1.2 The Project Director must have a current and valid physician license in good standing with the State of California and have either a minimum of two (2) years' experience within the last five (5) years providing primary medical care; or a minimum of two (2) years within the last ten (10) years serving as an HIV-trained physician providing HIV medical care.
- 3.3.1.3 The Project Director shall be charged with oversight of the MSNA's referral and adjudication process. See Table 4 for more details.

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3.3.2 Contractor's Project Manager

- 3.3.2.1 Contractor shall provide a full-time Project Manager and designated alternate to act as a central point of contact with the County. County must have access to the Contractor's Project Manager during normal working hours as designated 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.
- 3.3.2.2 Contractor's Project Manager shall act as a central point of contact with the County. Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 3.3.2.3 Project Manager must be physically located at the Contractor's office location within LAC.

3.4 Staffing

- 3.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee on site shall be authorized to act for Contractor in assuring compliance with contractual obligations at all times.
- 3.4.2 All staff, subcontracted staff shall be appropriately licensed or certified to provide services in their respective specialty fields, as required by federal, State, and local laws.
- 3.4.3 Contractor is responsible for ensuring that all staff and subcontracted staff remain in good standing, with proper certification and licensing updated as required by law.
- 3.4.4 Contractor's staff and subcontractors shall display non-judgmental, culture-affirming attitudes.
- 3.4.5 Contractor shall be required to perform background checks of their employees as set forth in Administration of Master Agreement, Sub-paragraph 7.5 – Background & Security Investigations, of the Master Agreement. All costs associated with the background and security investigation shall be borne by the Contractor.
- 3.4.6 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, subcontractor and

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consultant providing direct MSS, according to the Master Agreement, Sub-paragraph 9.14, Guidelines for Staff Tuberculosis Screening.

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

3.5 Training of Contractor's Staff

- 3.5.1 Contractor shall ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the Master Agreement.
- 3.5.2 Contractor shall ensure health care providers/network of providers, consultants, and subcontractors shall maintain up-to-date knowledge and skill levels in accordance with their respective medical subspecialties and with the rapidly expanding literature and information regarding prevention and treatment approaches in the HIV field.
- 3.4.3 All employees shall be trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under this Master Agreement. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

3.6 Approval of Contractor's Staff and Subcontractors

- 3.6.1 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder, and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director.
- 3.6.2 Contractor and Subcontractor shall remove and replace personnel performing services under the Master Agreement within thirty (30) days of the written request of the County. Contractor and/or Subcontractor shall send County written confirmation of the removal of the personnel in question.

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- 3.6.3 County has the absolute right to approve or disapprove all of Contractor's subcontractor(s) or consultant(s) performing work hereunder and any proposed changes in subcontractor(s).
- 3.6.4 Contractor shall obtain approval of DHSP Director or his designee prior to signing any subcontractor(s) or consultant(s) agreement and shall give DHSP Director fifteen (15) days prior notice to review proposed subcontract or consultant agreement.
- 3.6.5 Subcontractor(s) shall remove and replace personnel performing services under this Master Agreement within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.
- 3.6.6 Contractor shall notify County if/when MSS network provider agreements are dissolved.

3.7 Staff Retention Policies and Procedures

Contractor shall demonstrate recruitment and retention of staff and shall provide County a staff retention policies and procedures plan within thirty (30) days of the Master Agreement start date.

3.8 Uniforms/Identification Badges

- 3.8.1 Dress code is business professional as defined by the Contractor.
- 3.8.2 Contractor shall ensure their employees are appropriately identified as set forth in Sub-paragraph 7.4, – Contractor's Staff Identification, of the Master Agreement.

3.9 Materials, Supplies and/or Equipment

- 3.9.1 The purchase of all materials, supplies, and or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials, equipment, and or supplies that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance by the DHSP Director in order to be eligible for cost reimbursement.
- 3.9.2 In no event shall the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.

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- 3.9.3 Any and all materials and equipment purchased under the Master Agreement are the property of the County and must be returned to County in good working order at the end of the Term of the Master Agreement.
- 3.9.4 The County will not provide the Contractor with any materials, supplies, and/or equipment.

3.10 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 Master Agreement. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of

3.10.1 MSNA's MSS Network Provider's

MSNA and its network of MSS providers' service delivery sites are to be located in LAC. To ensure that services are available and accessible to RWP eligible clients, Contractor should strive to provide services in each area where there is high HIV/STD morbidity (see <http://publichealth.lacounty.gov/dhsp/Mapping.htm>).

Contractor shall maintain written agreements in place with MSS network providers. Written agreements must be made available to DHSP for contract monitoring and auditing purposes.

Contractor must obtain prior written approval from DHSP before replacing or adding MSS network provider(s).

3.10.2 Emergency and Disaster Plan:

Contractor shall submit to DHSP within thirty (30) days of the execution of the Master Agreement 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.

3.11 Guidelines on Materials Review

- 3.11.1 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 Master Agreement requirements.

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- 3.11.2 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>.
- 3.11.3 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.

3.12 County's Data Management System

- 3.12.1 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.
- 3.12.2 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.
- 3.12.3 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI) monthly.

3.13 People with HIV/AIDS Bill of Rights and Responsibilities

The County will administer the Master Agreement according to the Contract, Subparagraph 9.16, People with HIV/AIDS Bill of Rights and Responsibilities.

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

3.14 Emergency Medical Treatment

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

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- 3.14.2 Contractor shall have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

3.15 County's Commission on HIV

All services provided under the Master Agreement should be in accordance with the standards of care as determined by the County 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.

3.16 Ryan White Service Standards

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

- a) Inability to produce income documentation;
- b) Non-payment of services (No fees must be charged to individuals eligible to receive services under this Master Agreement); 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.

- 3.16.2 Contractor must 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 must include, but is not limited to:

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

- 3.16.3 Contractor must develop and maintain written policies for the following:

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- a. Employee code of ethics;
- b. Corporate compliance plan (for Medicare and Medicaid professionals);
- c. Ethics standards or business conduct practices;
- d. Discouraging soliciting cash or in-kind payment for awarding contracts, referring clients, purchasing goods or services, or submitting fraudulent billing;
- e. Discouraging hiring of persons with a criminal record, and persons being investigated by Medicare or Medicaid;
- f. Anti-kickback policies with implications; appropriate uses, and application of safe harbor laws. Additionally, contractor must 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.

3.17 Screen for Ryan White Program Eligibility

By law, Ryan White HIV/AIDS Treatment Modernization Act of 2009 is the payer of last resort. As such providers are required to determine and verify an individual's eligibility for services from all sources (See Attachment 2, Ryan White Program Eligibility Documentation and Verification) 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.

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

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

- a. HIV-positive diagnosis;
- b. Proof of LAC residency every 6 months;
- c. Verification of client's income every 6 months;
- d. A signed and dated Release of Information, which is compliant with HIPAA, shall be conducted annually; and

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- e. A signed and dated Limits of Confidentiality in compliance with State and federal Law.

3.18 Partner Services Referrals

Contractor must refer HIV-positive clients to DHSP's Partner Services (PS) for newly diagnosed HIV cases and new cases of reportable sexually transmitted infections.

3.18.1 Contractor shall ensure that PS is offered in accordance with procedures formulated and adopted by Contractor's staff; the Centers for Disease Control and Prevention (CDC); California law; California Department of Public Health (CDPH) – Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) – Office of AIDS (OA) guidelines; and the terms of this Master Agreement.

3.18.2 Minimum services to be provided shall include, but not be limited to the following:

- a) Offer PS to newly diagnosed HIV-positive clients as part of a new patient evaluation.
- b) Offer PS to all clients as a routine part of service delivery.
- c) Upon acceptance by client, contractor shall provide and/or refer HIV-positive persons to PS.
- d) Based on client's selection, PS shall include but not be limited to the following types of disclosure:
 1. *Self-Disclosure*: this approach (sometimes called client disclosure) is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.
 2. *Dual Disclosure*: this method of partner notification involves the client disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting.
 3. *Anonymous Third-Party Disclosure*: this is a notification strategy where, with the consent of the original client, the Public Health Department takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV.
 4. *Client Defers Action*: if the client does not feel comfortable using anonymous third-party disclosure, the provider shall work with the client to develop a plan to revisit the issue.

3.18.3 Confidentiality of information: minimum professional standards for any agency handling confidential information shall include providing

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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.

3.19 Provide Culturally Appropriate and Linguistically Competent Services

- 3.19.1 Contractor shall provide MSNA services with non-judgmental, culturally affirming attitudes that convey a culturally and linguistically competent approach that is appropriate and attractive to the client.
- 3.19.2 Contractor shall maintain a proven, successful track record serving RWP clients by effectively addressing treatment 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. MAINTAIN A NETWORK OF PROVIDERS TO DELIVER MSS TO RWP ELIGIBLE CLIENTS.

- 4.1.1 Recruit and maintain a network of MSS providers to serve RWP eligible clients referred for specialty care including, but not limited to those required subspecialty services listed in Section 1.0, Table 2, MSNA Covered Medical Subspecialty Services.
- 4.1.2 Recruit and maintain a network of providers to deliver diagnostic procedures and testing services referred by either an AOM provider or MSS provider as required to assist in diagnosis, treatment, or prevention of an HIV/AIDS-related condition, including, but not limited to those listed in Section 1.0, Table 3, MSNA Covered Outpatient Diagnostic Procedures and Testing Services.
- 4.1.3 Ensure all Network Staff providing MSS are appropriately licensed by the Medical Board of California (<http://www.mbc.ca.gov/>) to provide services in their respective fields, as required by federal, State, and local laws,

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including, but not limited to physicians, physician's assistants, nurse practitioners, nurses, laboratory technicians, and diagnostic testing staff.

- 4.1.4 Ensure all network MSS physicians are board certified in their sub-specialty (<http://www.abms.org/board-certification/>).
- 4.1.5 Provide orientation to all MSS network providers on program policies and procedures.

4.2 PROVIDE OVERSIGHT AND MANAGEMENT OF CLIENT REFERRALS

- 4.2.1 Ensure that each referring AOM provider has a hard and/or electronic copy of a DHSP reviewed and approved MSS Referral Request and Authorization Form (created and distributed by the Contractor) to be used as a first step in requesting a subspecialty referral for clients.
- 4.2.2 Review MSS referral requests to ensure that referrals are only for those conditions where specialty treatment is medically indicated as a result of the client's HIV disease (See Attachment 1, Referral Overlay Criteria for MSS)
- 4.2.4 Provide the referring AOM provider with the specialty referral decision rendered via secure fax, HIPAA-compliant confidential email, or other electronic system within specified time frame as outlined in Section 1.0, Table 4 and Diagram A.
- 4.2.5 Provide subspecialty referrals to requesting AOM provider with the appropriate medical subspecialist within specified time frame outlined in Section 1.0, Table 4, and Diagram A.
- 4.2.6 Comply with all other DHSP subspecialty referral activity reporting requirements within defined time frame as outlined in Section 1.0, Table 4, and Diagram A.
- 4.2.7 Follow-up with referring AOM provider, no later than 30 days from referral approval, when Contractor notes that a client has not been scheduled to see an MSS provider after referral was approved to ensure the appointment is made. If AOM provider indicates that client has opted for a different course, Contractor must close referral.
- 4.2.8 Ensure that all appointments for referrals are made within 60 days or sooner, as medically indicated, from date of referral approval. If AOM

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provider indicates that client has opted for a different course, Contractor must close referral.

- 4.2.9 Review, approve, and retain documentation of requests from MSS providers for any follow-up visit(s) for clients after attending their first MSS appointment.
- 4.2.10 Coordinate and consult with the participating AOM physician from the referring clinic, as necessary.
- 4.2.11 Facilitate and ensure the provision of a written evaluation from the MSS physician is provided to the referring AOM provider within two (2) weeks of consultation with the client.
- 4.2.12 Maintain a clinical review protocol. Contractor must develop, implement, and revise, as necessary, a clinical review protocol and utilization process managed by a California-licensed physician to ensure proper referrals as outlined in Section 1.0, Table 4 and attached Diagram A and include the following:
 - a) Protocol must outline how a request for a client referral from an AOM provider for MSS will be processed and approved or disallowed.
 - b) Protocol must address how the Contractor will manage the adjudication process as a result of disallowed referrals (see Section 1.0, Table 4 for elements that must be included in adjudication process.)
 - c) Protocol must include formal policies and procedures to handle client and provider grievances and complaints, including reporting to DHSP's Grievance Line within two (2) business days of grievance/complaint (<http://publichealth.lacounty.gov/dhsp/QuestionServices.htm>). **Further Reading:**
 - d) Procedures and protocols must be submitted to DHSP thirty (30) days prior to contract implementation.
 - e) Revisions to the procedures and protocols must be submitted for review and approval by DHSP at least thirty (30) days prior to implementation.

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- 4.2.13 Maintain written agreements with all MSS network providers, as required, that contain provisions for communication, both verbal and written, between the referring AOM physician and the consulting physician specialist.
- 4.2.14 Ensure that each MSS network provider's agreement details the process for making referrals for MSS including but not limited to how the referring providers or clients can appeal a disallowed MSS referral request.
- 4.2.15 Maintain written policies and procedures detailing the process for credentialing all MSS providers, including re-credentialing at least once every two (2) years.
- 4.2.16 Maintain written policies detailing how MSS providers with more than three (3) complaints or grievances are addressed by Contractor.
- 4.2.17 Contractor shall ensure MSS provider maintains their facility(ies) in good repair and sufficient to facilitate high-quality, appropriate services. MSS provider's facility and location shall satisfy each of the following requirements:
- a. Meets Americans 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;
 - 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.

4.3 REIMBURSE NETWORK MSS PROVIDERS FOR SERVICES RENDERED

- 4.3.1 Negotiate a fee-for-service (FFS) rate for MSS (including diagnostic procedures and testing services) that is standardized at no more than 100% of Medicare reimbursement or federally qualified health center (FQHC) rate for each visit type and/or procedure (see United States

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Department of Health and Human Services Centers for Medicare and Medicaid Services: <http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/FeeScheduleGenInfo/index.html>).

- 4.3.2 Track, approve and make payment for MSS, diagnostic procedures, and testing services rendered based on the negotiated FFS rate.
- 4.3.3 Bill DHSP for the aggregated amount reimbursed to MSS providers on a routine basis, as required.

4.4 ENSURE ACCESS TO MSS

- 4.4.1 Ensure RWP eligible clients have equal access to MSS referrals and appointments regardless of agency affiliation and through appropriate geographic location coverage.
- 4.4.2 Contractor operating in an In-house Network shall accept appropriate referrals from **any** AOM provider, including those from other agencies, requesting MSS for an eligible RWP client.
- 4.4.3 Implement a plan providing all AOM providers in LAC equal access to MSS referrals, regardless of the referring site.

4.5 PROMOTE AVAILABILITY OF MSS AND ASSESS CLIENT SATISFACTION

- 4.5.1 Contractor shall promote the availability of MSS to all AOM clinics.
- 4.5.2 Contractor shall perform assessments of client's needs and satisfaction by conducting anonymous client satisfaction surveys, at a minimum, annually.

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 Sub-paragraph 8.1, Amendments.

6.0 CLINICAL QUALITY MANAGEMENT PROGRAM

Contractor must implement a Quality Management (QM) program, as defined in this Contract, Sub-paragraph 9.19, Clinical Quality Management, Sub-paragraph 9.20, Clinical Quality Management (CQM) Plan, as well as participate in the DHSP CQM Program, as described in Sub-paragraph 9.21.

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7.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Sub-paragraph 8.14, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Master Agreement terms and performance standards.

7.1 Meetings

Contractor must meet with the County as requested.

7.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance and activities, and review documents relevant to this Master Agreement 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 MSNA Services during the hours that are the most effective and convenient for the population served. 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.

Master Agreement No. PH-_____



SAMPLE

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR

**MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR
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- B Contractor's Administration
- C Contractor's EEO Certification
- D Jury Service Ordinance
- E Statement(s) of Work
- F Contractor Acknowledgement and Confidentiality Agreement

UNIQUE EXHIBITS

See Exhibits for explanation of forms below

- G Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- H Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- I Charitable Contributions Certification
- J Requirements Regarding Imposition of Charges for Services
- K People with HIV/AIDS Bill of Rights and Responsibilities
- L Guidelines for Staff Tuberculosis Screening

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC HEALTH
AND
(CONTRACTOR'S NAME)
FOR
MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR SERVICES**

This Master Agreement and Exhibits made and entered into this _____ day of _____, 2021 by and between the County of Los Angeles, Department of Public Health, hereinafter referred to as Public Health, and (Contractor's Name), hereinafter referred to as Contractor, to provide Medical Subspecialty Network Administrator (MSNA).

RECITALS

WHEREAS, pursuant to the provisions of Section 101025 of the California Health and Safety Code, County's Board of Supervisors have the authority to preserve and protect the public 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 (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute Master Agreement for MSNA to preserve and protect the public's health; and

WHEREAS, this Master Agreement is authorized under California Government Code Section 26227 which authorizes the Board of Supervisors to contract with private entities to ensure access to culturally competent and linguistically appropriate services and programs to assure high quality customer service and achieve health equity; and

WHEREAS, this Master Agreement is authorized under California Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services;

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

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

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;

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Assistance Listing 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;

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

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;

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;

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;

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;

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;

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;

WHEREAS, the Contractor possesses the competence, expertise, facilities, and personnel to provide MSNA;

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

WHEREAS, it is the intent of the parties hereto to enter into a Master Agreement to provide MSNA services for compensation, as set forth herein; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, and L are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 Exhibit A County's Administration
- 1.2 Exhibit B Contractor's Administration
- 1.3 Exhibit C Contractor's EEO Certification
- 1.4 Exhibit D Jury Service Ordinance
- 1.5 Exhibit E Statement(s) of Work (Not attached to Sample)
- 1.6 Exhibit F Contractor Acknowledgement and Confidentiality Agreement

Unique Exhibits:

- 1.8 Exhibit G Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 1.9 Exhibit H Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- 1.10 Exhibit I Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004
- 1.11 Exhibit J Requirements Regarding Imposition of Charges for Services
- 1.12 Exhibit K People with HIV/AIDS Bill of Rights and Responsibilities
- 1.13 Exhibit L Guidelines for Staff Tuberculosis Screening

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by Public Health and are valid and in effect at the time of a given Master Agreement award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.
- 2.2 Contractor’s Project Manager:** The term “Contractor’s Project Manager” shall have the meaning set forth in sub-paragraph 7.1, Contractor’s Project Manager, of this Master Agreement.
- 2.3 County’s Master Agreement Program Director (MAPD):** The term “County’s Master Agreement Program Director” or “MAPD” shall have the meaning set forth in sub-paragraph 6.1, County’s Master Agreement Program Director, of this Master Agreement.
- 2.4 Day(s):** Calendar day(s) unless otherwise specified.
- 2.5 Director:** Director of Public Health Department, or designee.
- 2.6 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.7 Master Agreement:** County’s standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs.
- 2.8 Qualified Contractor:** A Contractor who has submitted a response to County’s Request for Statement of Services Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ and has an executed Master Agreement with the Department of Public Health.
- 2.9 Request for Statement of Services Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.10 Statement of Work:** A written description in detail of the required services to be performed under this Master Agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

- 3.2 Medical Subspecialty Network Administrator shall conform to Exhibit E, Statement of Work, which describe(s) in detail the work required for the performance thereof. The payment for services to be performed shall be at the basis specified in Paragraph 5.0, Master Agreement Rate/Fee.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that goes beyond any approved medical subspecialty network administrator services as described in the Statement(s) of Work, and/or that exceeds the condition specified in the Paragraph 5.0, Master Agreement Rate/Fee, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 Contractor is not guaranteed a minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The Master Agreement term will be effective upon execution and shall continue until **Month xx, 20xx**. The County shall have the option to extend the term for two (2) additional one-year plus an additional six (6) month-to-month terms. The two (2) year-to-year and six (6) month-to-month extensions may be exercised at the sole discretion of Public Health.
- 4.2 Contractor shall notify Public Health when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Public Health at the address herein provided in Exhibit A.

5.0 MASTER AGREEMENT RATE/FEE

- 5.1 Payment for all contracted services shall be to the Contractor on a Fee-For-Service (FFS) basis. Contractor will be reimbursed for cost of Medical Subspecialty Services (MSS) visits with an additional 30% for program costs.
- 5.2 MSNA's network of MSS providers shall be reimbursed for their costs incurred for seeing Ryan White Program (RWP) eligible clients for MSS on an agreed upon FFS rate between the medical specialist or outpatient diagnostic and testing services provider and the MSNA. Public Health will subsequently reimburse the MSNA at the FFS rate that is standardized at no more than 100% of the rate set under the United States Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS) Current Procedural Terminology (CPT) codes for reimbursement. These CPT codes can be found at <http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/FeeScheduleGenInfo/index.html>.
- 5.3 The MSNA's program costs for overall coordination of the MSS network, including referrals, data collection, fiscal management, etc. (including personnel) shall be no more than 30% of the overall invoiced MSS visit cost.
- 5.2 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 any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should 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 Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County, in arrears only, for providing the services authorized pursuant to this Master Agreement and in accordance with the applicable Statement of Work. Contractor shall invoice County on a FFS basis.

5.5.2 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.

5.5.4 While payments shall be made in accordance with the FFS specify herein, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of the CPT codes for reimbursement in the provision of units of service hereunder. In no event shall County be required to pay Contractor for units of service that are not supported by the CPT codes for reimbursement. Regardless of the amount of costs incurred by Contractor, in no event will the County pay or is obligated to pay Contractor no more than 100% of the rate set under the CPT codes for reimbursement with an additional 30% for program costs.

5.5.5 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 FFS specified herein.

- 5.5.6 Billings shall be submitted directly to the Public Health Division of HIV and STD Programs (DHSP) Financial Services Division at 600 S. Commonwealth Avenue, 10th Floor, Los Angeles, CA 90005.
- 5.5.7 Upon expiration or prior termination of this Master Agreement, 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).

5.6 Withholding Payment

Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Master Agreement or has failed to fulfill its obligations under this Master Agreement 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.

5.7 Fiscal Viability

Contractor must be able to carry the costs of its program without reimbursement under this Master Agreement for at least sixty (60) days at any point during the term of this Master Agreement.

5.7 Budget Reduction

In the event the amount of funding available to support these services is reduced/reached, Public Health shall provide written notification to Contractor regarding said reduction and Contractor is to request approval prior to providing services.

5.8 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 Master Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Master Agreement Program Director (MAPD)

6.2.1 The MAPD is designated by the Department of Public Health.

- 6.2.2 The MAPD has the authority on contractual or administrative matters, including keeping and updating all records, relating to this Master Agreement.
- 6.2.3 The MAPD, or designee, is the approving authority and is responsible for the approval and execution on behalf of County of all Amendments and Change Notices, issued under this Master Agreement.
- 6.2.4 County shall notify Contractor, in writing, of any change in the name or address of the MAPD.

6.2 County's Project Manager(s)

- 6.3.1 County's Project Manager is a specific County employee designated by each Department requesting services under this Master Agreement.
- 6.3.2 The County's Project Manager is responsible to manage the day-to-day administration of services requested under this Master Agreement.
- 6.3.3 County's Project Manager is the County's chief contact with respect to the day-to-day administration of this Master Agreement. County's Project Manager shall generally be the first person for Contractor to contact with any questions regarding services requested under this Master Agreement by the County.
- 6.3.4 County's Project Manager shall be responsible for coordinating and monitoring Contractor's work, and for ensuring objectives are met. County's Project Manager shall also be responsible for:
 - Monitoring and reporting of Contractor's performance and progress, of services requested under this Master Agreement and all requirements;
 - Ensuring Contractor's compliance with County's applicable Technical Standards;
 - Reviewing and approving project tasks, equipment, services, and other work;
 - Coordinating with Contractor's Project Manager or designated staff, on a regular basis, regarding the performance of Contractor;
 - Providing direction to Contractor as they relate to County policies;
 - Reviewing and approving Contractor invoices.
- 6.3.5 County's Project Manager is not authorized to make any changes in rates/fees, dollar totals or periods of performance, or in the terms

and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Manager on a regular basis with respect to service requests.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 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 of the badging.
- 7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

- 7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement 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 Master Agreement. 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 if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 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.
- 7.6.2 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 Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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 cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and County 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.

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

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

7.7 Staff Performance Under the Influence

Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and

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

- 8.1.2 The Director of Public Health, or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Director of Public Health.
- 8.1.3 Notwithstanding Paragraph 8.1.1, the Director, or designee, may amend the Master Agreement to permit modifications to Rate Sheet(s) and corresponding adjustments to the scope of work, tasks, and/or activities and/or allow changes to hours of operation, changes to service locations, and/or correction of errors in the Master Agreement's terms and conditions, a written amendment shall be executed by Public Health Director, or designee, and Contractor, as authorized by the County's Board of Supervisors.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 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 allow and provide to the County the legal framework that restricted it from notifying the county prior to the actual acquisitions/mergers.
- 8.2.2 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the 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 Master Agreement which may result in the termination of this Master 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 Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and

obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.4.4 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.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 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.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 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 8.5 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 cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and County 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

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 Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program: This Master Agreement 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 D and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

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

2. For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a Master Agreement 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 Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, 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 Master Agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, 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 Master Agreement. 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.

8.8.2 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 Master Agreement. 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 8.8 shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the 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 Master Agreement.

8.10 Consideration of Hiring GAIN-GROW Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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

BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 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 this Master Agreement, 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.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement 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 Master Agreement 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.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, Public Health 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.

2. 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 Public Health shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. 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.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request

for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. 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.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to 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.

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement 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.

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

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

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

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

8.16 Employment Eligibility Verification

8.16.1 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 Master Agreement 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.

8.16.2 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 Master Agreement.

8.17 Counterparts Electronic Signatures and Representations

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 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.

8.19 Force Majeure

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

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of

either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement 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 Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

8.21.1 This Master Agreement 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement 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.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement 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 Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 – Confidentiality.

8.22 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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 8.23 and Section 8.24 of this Master Agreement. 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 Master Agreement. 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 Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Master Agreement. 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 (\$50,000) dollars, 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 3031
Commerce, CA 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.

8.23.2 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 Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. 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.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, 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.

8.23.7 Waivers of Subrogation

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

8.23.8 Compensation for County Costs

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

8.23.9 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.23.10 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 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.

8.23.11 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 Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.23.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.13 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.

8.23.14 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.

8.23.15 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.24.2 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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 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 the County at least ten (10) days in advance of the 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.

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

8.24.5 Unique Insurance Coverage

- 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 three (3) years following this Master Agreement's expiration, termination or cancellation.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, 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.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or designee, deems are correctable by the Contractor over a certain time span, the Director or designee, 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 Master Agreement Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said

amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 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 Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices shall be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of

pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict Public Health from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County's Project Manager is not able to resolve the dispute, the Director of Public Health, or designee shall resolve it.

8.31 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.

8.32 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 also available on the Internet at www.babysafela.org for printing purposes.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Public Health or designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement 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.

8.35 Public Records Act

- 8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to subparagraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, 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.
- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an application 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.

8.36 Publicity

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Manager. The County shall not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided

that the requirements of this sub-paragraph 8.36 shall apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of seven (7) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within seven (7) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any

amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

- 8.37.4 Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:
<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

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

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

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Master Agreement. 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 Master Agreement.

- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Master Agreement 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 Master Agreement.

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 Master Agreement and for a minimum period of seven (7) years following expiration or earlier termination of this Master Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

- 8.37.5 Preservation of Records: If, following termination of this Master Agreement, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be

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

8.37.6 Audit Reports: In the event that an audit of any or all aspects of this Master Agreement 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 Public Health Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Master Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

8.37.7 Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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

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

8.37.8 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Master Agreement, 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 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.

- 8.37.9 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 Master Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

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

8.37.10 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any 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 stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within thirty (30) calendar days of termination of the Master Agreement 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 Master Agreement 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.

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

8.38 Recycled Bond Paper

Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 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. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive
3rd Floor, Suite 3031
Commerce, CA 90022

Attention: Chief Contract Monitoring Unit

before any subcontractor employee may perform any work hereunder.

8.40 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 sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 County may terminate this Master Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Manager:
- Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-

paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

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

8.43.2 The 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 agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the

Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement 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.

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement shall not be construed as a waiver

thereof. The rights and remedies set forth in this sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement 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.

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

8.50 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 Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 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 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if

practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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 Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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 Master Agreement.

8.54 Data Encryption

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

8.54.1 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: (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.

8.54.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer

Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance.

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

8.54.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Master Agreement. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.54 (Data Encryption) shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.55 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 Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.56 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

8.56.1 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 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).

8.56.2 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.

8.56.3 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.

8.56.4 At any time during the Agreement, 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.

8.57 Compliance with County's Policy of Equity

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

8.8 Conflict of Terms

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act Of 1996 ("HIPAA")

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

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

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

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

9.5 LSBE Prompt Payment Program

It is the intent of the County that Certified the LSBEs 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.

9.6 Ownership of Materials, Software and Copyright

9.6.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.

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

9.6.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.6.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

- 9.6.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.6.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.6.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.6.6 All the rights and obligations of this sub-paragraph 9.6 shall survive the expiration or termination of this Master Agreement.

9.7 Patent, Copyright and Trade Secret Indemnification

- 9.7.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.7.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.7.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.8 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 I, 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 Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.9 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 D.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 or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, 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 Master Agreement, should it or any of its subcontractors or any principals of either be 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 Agreement upon which the County may immediately terminate or suspend this Master Agreement.

9.10 Contractor's Exclusion From Participating in Federally Funded Program

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

federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

- 9.10.2 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.
- 9.10.3 Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of Master Agreement upon which County may immediately terminate or suspend this Master Agreement.

9.11 Federal Access to Records

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs 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.

9.12 Whistleblower Protections

- 9.12.1 Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.
- 9.12.2 Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's

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

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

9.13 DHSP Grievance Program

- 9.14.1 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:

- a. Grievance Line (telephone)
- b. Fax
- c. Email
- d. Mail (postal)
- e. In person

- 9.13.2 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.

9.13.3 Grievance-Management

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

9.14 Guidelines for Staff Tuberculosis

- 9.15.1 Contractor shall adhere to Exhibit L, "Guidelines for Staff Tuberculosis Screening". Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Master Agreement.
- 9.15.2 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 (Quantiferon, 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.

9.15 Licenses, Permits, Registrations, Accreditations, and Certificates

Contractor shall obtain and maintain during the term of this Master Agreement, 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 Master Agreement, 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 Public Health at any time during the term of this Master Agreement.

9.16 People with HIV/AIDS Bill of Rights and Responsibilities

9.16.1 Contractor shall adhere to all provisions within Exhibit K, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights) document. Director shall notify Contractor of any revision of the Bill of Rights, which shall become part of this Master Agreement.

9.16.2 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.

9.16.3 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.

9.17 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 Master Agreement. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Master 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 Master Agreement.

9.18 Requirement Regarding Imposition of Charges for Services

Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) to Exhibit J, "Requirements Regarding Imposition of Charges

for Services". Director shall notify Contractor of any revision of the Imposition of Charges, which shall become part of this Master Agreement.

9.19 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.

9.20 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 Master Agreement, . 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 threaten the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.
 - (b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.
 - (2) The written report shall include the following:
 - (a) Patient's name, age, and sex;
 - (b) Date and nature of event;
 - (c) Disposition of the case;

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

9.21 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.

/

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

COUNTY OF LOS ANGELES

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

(CONTRACTOR'S NAME)

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

Proposer _____ Hereby understands and agrees that
(Proposer’s Legal Entity Name)

a submission of a proposal response to the County of Los Angeles, Department of Public Health, Request for Statement of Qualifications (RFSQ), dated December 2, 2021, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP and any addenda thereto.

Signature of Authorized Representative of Proposer

Date

Name & Position Title

DHSP Medical Specialty Referral Overlay Criteria

This overlay criteria for specialty referrals is intended to serve as a basic guide and does not include all possible cases for appropriate HIV-AIDS related referrals. In situations that are not specifically addressed by this overlay, the Medical Director will make a determination for the appropriateness of the referral based on DHSP contractual agreements, scope of covered services, medical records, peer reviewed medical journals or nationally recognized references in HIV medicine.

Specialty Service	Referral Criteria	Specialty Service Covered Testing & Procedures
1. Colorectal/Proctology	Anal cancer, anal fissures, anal warts, peri-rectal abscesses	Flexible sigmoidoscopy, anal fistula repair, I&D, wart removal, biopsy
2. Cardiology	HIV-related cardiac conditions (dilated cardiomyopathy, endocarditis, pericarditis, valvular disease), chest pain suspicious for underlying coronary artery disease	EKG, Echocardiogram and Stress Testing
3. Dermatology	Dysmorphic lipodystrophy, HIV-associated chronic skin lesions refractory to therapy, Kaposi Sarcoma(KS), molluscum, seborrheic dermatitis	Minor procedures, excision, biopsy, Intralesional chemotherapy, Circumscribed radiation therapy for isolated KS if failed Penretin
4. Urology	Recurrent urinary tract infections, voiding dysfunction, hematuria	Cystoscopy, renal ultrasound; prostate biopsy not covered
5. Gastro-Intestinal	Chronic diarrhea, dysphagia and/or odynophagia, esophagitis associated with AIDS opportunistic infections, anorectal disease, GI lymphoma, GI Kaposi Sarcoma, Hepatitis B, Hepatitis C, refractory GERD	EGD, Colonoscopy, Swallow study, esophageal manometry, ERCP, biopsy
6. Surgery	Hernia, abscess, wounds	Hernia repair, I&D, excisional biopsy, wound care, line placement Note: Must be performed on an outpatient basis.
7. ENT	Head and neck tumors and malignancies, chronic sinusitis, chronic otitis media, chronic pharyngitis, hearing loss related to an HIV-associated condition	Ultrasound guided biopsy, nasopharyngeal endoscope, audiology testing only provided at an ENT office

8. Neurology	AIDS dementia complex, Carpal tunnel syndrome, HIV-associated Neurocognitive Disorders, Neurosyphilis, Vacuolar myelopathy, PML, neurologic manifestations of AIDS opportunistic infections(Cryptococcus, toxoplasmosis, CMV), PML	Nerve conduction study, Lumbar puncture, MRI brain/spine
9. Gynecology	HPV-related cytopathologic abnormalities including cervical cancer, Pelvic Inflammatory Disease, Recurrent Vaginal Yeast Infections	Colposcopy, pelvic ultrasound
10. Oncology	History of Kaposi Sarcoma, Non-Hodgkins Lymphoma, HPV-related cancers(Cervical & Anal),	Chemo-therapy related injections used to treat covered oncology cases not covered by ADAP, biopsy, bone marrow biopsy
11. Pain Management	HIV neuropathy, post herpetic neuralgia, chronic refractory pain related to HIV/AIDS	Nerve conduction study, Epidural injections
12. Nephrology	HIV-associated nephropathy, renal failure resulting from HIV-related conditions	Renal ultrasound, renal biopsy Note: Dialysis not covered
13. Endocrine	Adrenal insufficiency, hypogonadism, diabetes, osteoporosis, thyroid disease	Ultrasound-guided biopsy, bone mineral density scan
14 Orthopedic Surgery	Avascular Necrosis, work up for septic joint, outpatient management of HIV-related pathologic fractures	CT, MRI Note: Joint replacement not covered
15. Podiatry	Diabetic-related foot care and infections	Minor procedures
16. Rheumatology	Septic arthritis, myositis, fibromyalgia, reactive arthritis, vasculitis	Joint aspiration, intra-articular injections
17. Pulmonary	Pulmonary opportunistic infections and related complications	Thoracentesis, CT, CXR, Pulmonary Function Test
18. Ophthalmology	CMV retinitis, HIV retinopathy, Varicella-related infections	Intraocular anti-viral injections or implants, vitrectomy, endolaser photocoagulation, debridement
Additional Covered Outpatient Procedures & Testing when appropriate	CT, MRI, X-rays, muscle biopsy, ultrasound, fine needle aspiration, blood tests	

References:

National Institute of Neurological Disorders
National Cancer Institute
HIVinsite.ucsf.edu
American College of Rheumatology

RWP Eligibility Documentation and Verification

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

RWP Eligibility Criteria	Acceptable Verification Types
<p>HIV Diagnosis (one of the following)</p>	<ol style="list-style-type: none"> 1) A letter signed by a physician; 2) Diagnosis Form containing a physician or licensed healthcare provider (Nurse Practitioner or Physician Assistant) signature; 3) Laboratory results containing the name of the laboratory and indicating HIV status, CD4 count, HIV viral load, and type of HIV viral load test performed (within last 12 months); or 4) 3rd or 4th generation point of service rapid test. Test should indicate the agency name, HIV counselor and the clients' name.
<p>Los Angeles County Residence (one of the following)</p>	<ol style="list-style-type: none"> 1) Rental or lease agreement; 2) Mortgage statement; 3) Utility bill; 4) Government issued letter; 5) Bank statement; 6) Support verification affidavit including verification of address for supporter; 7) Homeless verification affidavit; or 8) Valid California driver license/California identification card.
<p>Verification of Income (one of the following)</p>	<ol style="list-style-type: none"> 1) Bank statement containing direct deposits from Social Security Disability Insurance, Social Security Administration, Veterans Affairs, or unemployment 2) Pay stub(s) for 1 full month of wages; 3) Disability award letter; 4) Benefit receipt or check stub; 5) Self-employment affidavit; or 6) Most recent tax return.
<p>Verification of Insurance (one of the following)</p>	<ol style="list-style-type: none"> 1) Confirmation of coverage if insured or underinsured (e.g. insurance card and/or explanation of benefits); or 2) Denial letter from Medi-Cal or a print out of computer screen shot.

Diagram A RWP Client Referral and Adjudication Protocol

