



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR APPLICATIONS (RFA)

FOR

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

RFA #2023-003

June 8, 2023

**Prepared By
County of Los Angeles
Department of Public Health
Contracts and Grants Division**

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- Appendix A Sample Contract
- Appendix B Application Packet
- Appendix C Transmittal Form to Request a Solicitation Requirements Review
- Appendix D Background and Resources: California Charities Regulation
- Appendix E Budget Preparation Instructions

SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS

Quick Reference*	
❖ Purpose <i>(provides a quick overview of objective of RFA)</i>	Section 1.1
❖ Applicant's Minimum Mandatory Requirements <i>(identifies the minimum qualifications applicant <u>must</u> meet by the day the applications are due)</i>	Section 1.4
❖ Contact with County Personnel <i>(identifies the contact information for all matters relating to this RFA)</i>	Section 1.8
❖ Anticipated Contract Term <i>(describes the anticipated start date and end date of any resulting contract(s))</i>	Section 1.5
❖ Funding <i>(describes anticipated number of contracts to be awarded and funding amounts)</i>	Section 1.6
❖ RFA Timetable <i>(identifies key dates including due date for submission of application)</i>	Section 2.4
❖ Preparation and Submission of the Application Packet <i>(describes the content and sequence of application)</i>	Section 2.8
❖ Application Review/Selection Process <i>(provides an overview of the review and selection process)</i>	Section 3.0
❖ Sample Contract <i>(identifies County terms and conditions to be included in any resulting contract)</i>	Appendix A

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

1.0 INTRODUCTION

1.1 Purpose

The County of Los Angeles (County) Department of Public Health (Public Health) Division of HIV and STD Programs (DHSP) is issuing this Request for Applications (RFA) to solicit applications from qualified Ryan White Program (RWP) service providers to implement childcare services for RWP eligible clients in Los Angeles County (LAC) to reach the goals of the national initiative, Ending the HIV Epidemic (EHE): A Plan for America, of reducing HIV by 75% by 2025 and by 90% by 2030. Providers will be responsible for implementing childcare services for RWP eligible clients with the goal of retaining people with HIV in medical care in order to achieve and maintain viral suppression, improve overall health outcomes, and reduce forward transmission of HIV.

This RFA establishes guidelines, criteria, and procedures for submitting applications for the required services.

1.2 Background

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

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

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

Service Category

Childcare services for RWP eligible clients are essential towards removing one of the most significant barriers to accessing health care affecting families of all races/ethnicities. It is difficult for many parents to leave their children in the care of others, leaving many parents to choose between caring for their children or attending medical and social services appointments. Other parents are forced to bring their children along to doctor and social services appointments, which often results in parents losing their focus on the primary task of visiting their doctor or social service provider and becoming distracted by repeated interruptions. Parents who bring their children to doctor/social services appointments may forget critical instructions, or not retain information discussed, which can lead to lower rates of medication compliance, acquisition and/or utilization of benefits, and a reluctance to keep follow-up appointments.

Parents benefit from the peace of mind and consistency that comes from quality childcare services. Having access to quality childcare promotes continuity of care for PLWH by maintaining consistent health care and social service visits and allowing parents to focus on their own health and social needs.

Childcare services for RWP eligible clients provide time-limited childcare for the children of RWP eligible clients at the client's service provider for the duration of the client's respective doctor or social service visit. Childcare services will be short-term, lasting no longer than three hours per doctor or social service visit, and will be conducted in the same physical location as the doctor/social services appointment. At no time will the parent be located in a separate building/office as their child. Childcare services will be provided within a well-defined area in the service provider's office, and childcare services caregivers will utilize line-of-sight supervision when caring for children. Line-of-sight supervision ensures that a child remains visible to the caregiver at all times. Staff must be able to see and notice all movement to ensure that children in their care remain safe and accounted for at all times.

Child to caregiver ratios will be based on the table below and determined by the age of the majority of children being supervised and the needs of children present.

Appropriate child to caregiver ratios will be kept during all hours of program operation. Children with special healthcare needs or who require more attention due to certain disabilities may require additional staff on-site, depending on their needs and the extent of their disabilities.

CHILDCARE SERVICES	
Age	Maximum Child: Caregiver Ratio
≤ 12 months	4:1
13-23 months	4:1
24-35 months	6:1
3-year-olds	7:1
4 to 5-year-olds	8:1
6 to 14-year-olds	8:1

In settings where there are mixed age groups that include infants and toddlers, a maximum ratio of 6:1 will be maintained when no more than two of these children are 24 months or younger. If all children in care are under 24 months, a maximum ratio of 4:1 will be maintained and no more than two of these children will be 18 months or younger. If all children in care are 3 years old, a maximum ratio of 7:1 will be preserved. If all children in care are 4 to 5 years of age, a maximum ratio of 8:1 will be maintained. If all children in care are 6 to 14 years of age, a maximum ratio of 8:1 will be maintained.

Childcare services will be welcoming, supportive, and ensure the safety of children in care with the goal of providing peace of mind for parents, allowing them to attend doctor/social services appointments and maintain health goals.

Childcare services will be provided within Applicant's place of business where RWP services are being provided to clients. Applicants must indicate in their application which health district and service planning area (SPA) within the County where services will be provided. Visit:

<http://publichealth.lacounty.gov/dhsp/HealthDistricts.htm>

to determine Applicant's health district and <http://gis.lacounty.gov/districtlocator/> to determine the SPA where the Applicant's agency is located.

1.3 Overview of Solicitation Document

This RFA is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Applicant's minimum mandatory requirements and provides information regarding some of the requirements of the Contract and the solicitation process.
- **INSTRUCTIONS TO APPLICANTS:** Contains instructions to Applicants in how to prepare and submit their application.
- **APPLICATION REVIEW/SELECTION PROCESS:** Explains how the application will be reviewed, qualified, and selected.

APPENDICES:

- A - Sample Contract:** The Sample Contract with standard terms and conditions used for this solicitation.

Exhibit A – Statement of Work

Exhibit B – Budget (see Appendix B, Application Packet, Exhibit 7)

Exhibit C – Contractor's EEO Certification

Exhibit D – Contractor Acknowledgement and Confidentiality Agreement

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

Exhibit F – Safely Surrendered Baby Law

Exhibit G – Charitable Contributions Certification

Exhibit H – Requirements Regarding Imposition of Charges for Services

Exhibit I – People with HIV/AIDs Bill of Rights and Responsibilities

Exhibit J – Guidelines for Staff Tuberculosis Screening

Exhibit K – Notice of Federal Subaward Information

- B - Application Packet:** Contains the forms that must be completed and submitted along with required information and documentation described in this RFA.

- C - Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Public Health requesting a Solicitation Requirements Review.

- D - Background and Resources: California Charities Regulation:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

- E - Budget Preparation Instructions:** Provides instructions to assist in the preparation of the budget forms that must be completed and submitted in the application.

1.4 Applicant's Minimum Mandatory Requirements

Interested and qualified Applicants that can demonstrate their ability to successfully provide the required services outlined in Appendix A of this RFA, Statement of Work (SOW), are invited to submit an application, provided they meet the following minimum mandatory requirements by the date on which applications are due, as further described in Section 2.4 of this RFA:

1.4.1 DHSP Directly-Funded Ryan White Program Service Provider in LAC:

Applicant must be an existing DHSP directly-funded (not through a subcontract) service provider serving Ryan White Program eligible clients in LAC.

1.4.2 Dedicated Childcare Area:

Applicant must have a specified area within their office dedicated to the provision of childcare services. Building out space is not allowed. Area must currently be available or accessible.

1.4.3 Unresolved Disallowed Cost

If Applicant's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Applicant must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000, that are confirmed to be disallowed costs by Public Health, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. County will verify that Applicant does not have unresolved disallowed costs.

1.4.4 Applicant must not be debarred, suspended, or excluded from securing United States Federal Government (federal), State of California (State) and/or County contracts at the time of the application submission due date.

1.5 Anticipated Contract Term

The Contract term begins November 1, 2023 and ends on February 28, 2026, unless sooner terminated in whole or in part, or extended, contingent upon performance and availability of funds, as specified in Appendix A - Sample Contract. Each such option will be exercised at the sole discretion of the Public Health Director or designee (Director) as authorized by the Board.

1.6 Funding

The County anticipates funding childcare services for a total annual amount not to exceed \$350,000; 100 percent funded by RWP Program Part A funds. The available funds are subject to change and the County reserves the right to adjust the number of contracts awarded and the funding allocations.

Funding allocations will be based on:

- Estimated number of RWP eligible clients Applicant plans to serve. DHSP data to verify number of RWP eligible clients Applicant served during 2021.
- Total number of awards granted under this RFA.
- Geographic areas of need in LAC.

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

1.7 County Rights and Responsibilities

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

County Los Angeles Department of Public Health
Contracts and Grants Division

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

County of Los Angeles - Los Angeles County Solicitations
<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the Applicant'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 application not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.8 Contact with County Personnel

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

Jessica Blackwood, Contract Analyst
County of Los Angeles, Department of Public Health
Contracts and Grants Division
E-mail: jblackwood@ph.lacounty.gov

Please also copy Lara Briones, Contract Supervisor
E-mail: lbriones@ph.lacounty.gov

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

1.9 Mandatory Requirement to Register on County's WebVen

Prior to executing a contract, all potential Contractors must register in the County's WebVen, if not already registered. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

1.10 County Option to Reject Applications and Cancel RFA

The County may, at its sole discretion, reject any or all applications submitted in response to this RFA. In addition, the RFA process may be canceled at any time, when the Director determines at her sole discretion that a cancellation is in the best interest of the County. The County will not be liable for any cost incurred by an Applicant in connection with the preparation and submittal of any application.

The County, in its sole discretion, may elect to waive any error or informalities in the form of an application or any other disparity, if, as a whole, the application substantially complies with the RFA's requirements.

1.11 Protest Process

1.11.1 Under [Board Policy No. 5.055 \(Services Contract Solicitation Protest\)](#), any prospective Applicant may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Sub-section 1.11.3 below. Additionally, any actual Applicant may request a review of a disqualification under such a solicitation, as described respectively in the sections below. It is the responsibility of the

Applicant challenging the decision Public Health to demonstrate that Public Health committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

1.11.3 Grounds for Review

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

1.11.3.1 Solicitation Requirements Review (Reference Section 2.5).

1.11.3.2 Disqualification Review (Reference Section 3.2).

1.12 Notice to Applicant Regarding the Public Records Act

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

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

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

- 1.12.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the**

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

- 1.12.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an application marked "Confidential," "Trade Secrets," or "Proprietary," Applicant agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceeding, or liability arising in connection with the Public Records Act request.

1.13 Indemnification and Insurance

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

1.14 Injury and Illness Prevention Program (IIPP)

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

1.15 Background and Security Investigations

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

1.16 Confidentiality and Independent Contractor Status

As appropriate, Contractors are required to comply with the Confidentiality and Independent Contractor Status provisions at Paragraphs 9 and 51 in Appendix A - Sample Contract.

1.17 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of an Applicant for this RFA, or any competing RFA, nor any spouse or economic dependent of such employees, will be employed in any capacity by an Applicant or have any other direct or indirect financial interest in the selection of an Applicant. Applicant must certify that he/she is aware of and has read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 3 (Certification of Compliance) of Appendix B (Application Packet).

1.18 Determination of Contractor Responsibility

- 1.18.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 1.18.2 Applicants are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Applicant is responsible based on a review of the Applicant's performance on any contracts, including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Applicant against public entities. Labor law violations which are the fault of the subcontractors and of which the Applicant had no knowledge will not be the basis of a determination that the Applicant is not responsible.
- 1.18.3 The County may declare an Applicant to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Applicant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Applicant's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.18.4 If there is evidence that an Applicant may not be responsible, Public Health will notify the Applicant in writing of the evidence relating to the Applicant's responsibility, and its intention to recommend to the Board of Supervisors that the Applicant be found not responsible. Public Health will provide the Applicant and/or the Applicant's representative with an opportunity to present evidence as to why the Applicant should be found

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

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

1.19 Contractor Debarment

- 1.19.1 Applicants are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar an Applicant from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Applicant's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Applicant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Applicant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.19.2 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website:
<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

1.20 Gratuities

1.20.1 Attempt to Secure Favorable Treatment

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

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

1.20.2 Applicant Notification to County

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

1.20.3 Form of Improper Consideration

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

1.21 Notice to Applicants Regarding the County Lobbyist Ordinance

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

1.22 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a contract, Applicants must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or General Relief Opportunity for Work \(GROW\) Programs](#) or must attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum requirements for that opening. Applicants must attest to a willingness to provide employed GAIN/GROW participants access to the Applicant's employee

mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Applicants who are unable to meet this requirement will not be considered for a contract.

Applicants must complete and return Exhibit 3 (Certification of Compliance) of Appendix B (Application Packet), along with their application.

1.23 Jury Service Program

1.23.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Applicants should carefully read the Jury Service Ordinance, and the pertinent jury service provisions of Appendix A, Sample Contract, Paragraph 30 (Compliance with the County's Jury Service Program), both of which are incorporated by reference into and made a part of this RFA. The Jury Service Program applies to all contractors. Applications that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.23.2 Applicants must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 3 (Certification of Compliance). If an Applicant does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Applicant must so indicate in Exhibit 3 (Proposer's Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining contract, if applicable. Upon reviewing the application, the County will determine, in its sole discretion, whether the Applicant falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.24 Community Business Enterprise (CBE) Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual goal that 25 percent of all County contract eligible procurement dollars will go to certified CBEs. The program also maintains data on the types of businesses registered as CBEs and their utilization. The Applicant's CBE participation must

be reflected in Exhibit 6 (Community Based Enterprise [CBE] Information form) in Appendix B (Application Packet).

All Applicants must document good faith efforts taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under any resultant contract. The Applicant must make documents related to these good faith efforts available to the County upon request.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Workforce Development Aging and Community Services (WDACS): CBESBE@wdacs.lacounty.gov with the subject "Request for CBE Listing." For additional information, contact the Office of Small Business at: (844) 432-4900 or at OSB@wdacs.lacounty.gov.

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

1.25 Overview of County's Preference Programs

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

Cost is not a determining factor in this solicitation process; as such, none of the preferences described above will be applied. However, LSBE Applicants are encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program further identified in Section 1.27 of this RFA - Local Small Business Enterprise Prompt Payment Program.

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

1.27 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice consistent with [Chapter 3.035 of the County Code](#).

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

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

1.30 Notification to County of Pending Acquisitions/Mergers by Applicant

Applicants must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If an Applicant is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger. This information must be provided by Applicants on Appendix B (Application Packet), Exhibit 1 (Applicant's Organization Questionnaire/Affidavit). Failure of an Applicant to provide this information may eliminate its application from any further consideration. Applicants will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Applicant's Organization Questionnaire/Affidavit) during the solicitation process.

1.31 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

1.32 Contractor's Charitable Contributions Compliance

1.32.1 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 D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affecting 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) also have specific audit requirements.

1.32.2 All Applicants must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and

complete the Charitable Contributions Certification Exhibit 3 (Certification of Compliance) in Appendix B (Application Packet) certifying that:

- They do not currently receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County 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.

1.32.4 Applicants that do not complete Exhibit 3 (Certification of Compliance) as part of this solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

1.33 Defaulted Property Tax Reduction Program

Prospective contracts are subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") ([Los Angeles County Code, Chapter 2.206](#)). Applicants should reference the pertinent provisions in Paragraphs 80 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 81 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Applicants will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 3 (Certification of Compliance). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor ([Los Angeles County Code Chapter 2.206](#)).

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

1.34 Applicant's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Applicants engaged in human trafficking from receiving contract awards or performing services under a County contract.

Applicants are required to complete Exhibit 3 (Certification of Compliance) in Appendix B (Application Packet), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 31 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, prospective contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

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

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

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to

comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

Applicants are required to complete Exhibit 3 (Certification of Compliance) in Appendix B (Application Packet), certifying that they are in full compliance with Government Code Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Government Code Section 12952 for the term of any contract awarded pursuant to this solicitation.

1.37 Contractor Alert Reporting Database

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

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

1.38 Prohibition from Participation in Future Solicitation(s)

An Applicant, or a Contractor or its subsidiary or Subcontractor ("Applicant/Contractor"), is prohibited from submitting a bid or Application in a County solicitation if the Applicant/Contractor has provided advice or consultation for the solicitation. An Applicant/Contractor is also prohibited from submitting a bid or application in a County solicitation if the Applicant/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Applicant from participation in the County solicitation or the termination or cancellation of any resultant County contract (Los Angeles County Code, Chapter 2.202).

2.0 INSTRUCTIONS TO APPLICANTS

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

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 Firm Offer-Withdrawal of Application

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

2.4 RFA Timetable

The timetable for this RFA is as follows:

Release of RFA	June 8, 2023
Request for a Solicitation Requirements Review Due by 3:00 pm*	June 15, 2023
Applicants' Written Questions Due by 3:00 pm*	June 15, 2023
Questions and Answers Released	June 29, 2023
Application due by 3:00 pm*	July 6, 2023

*Times listed in Pacific Time (PT).

2.5 Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within the time frame identified in the solicitation document.
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit an application.
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Applicants.

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

2.6 Applicants' Questions

Applicants may submit written questions regarding this RFA by **e-mail only** to the individual(s) identified below. All questions must be received by the date and time specified in Section 2.4, RFA Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFA.

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

Questions may address concerns that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Applicants or, due to unclear instructions, may result in the County not receiving the

best possible responses from Applicant. Answers to Applicants' questions will be released on the date specified in Section 2.4, RFA Timetable.

Questions should be addressed to:

Jessica Blackwood, Contract Analyst
County of Los Angeles, Department of Public Health
Contracts and Grants Division
E-mail address: jblackwood@ph.lacounty.gov

Please also copy Lara Briones, Contract Supervisor
E-mail address: lbriones@ph.lacounty.gov

2.7 Applicants' Conference

An Applicants' conference will not be conducted for this RFA.

2.8 Preparation and Submission of the Application Packet

Applicants must submit a complete Appendix B, Application Packet in response to this RFA to the individual(s) identified in Section 1.8, Contact with County Personnel, and include "**Application for RFA #2023-003**" in the subject line of the e-mail transmission.

The contents of the Application Packet are as follows:

- **Exhibit 1** - Applicant's Organization Questionnaire/Affidavit: Form identifying the Applicant's general information.
- **Exhibit 2** - Applicant's Adherence to Minimum Mandatory Requirements: Form certifying that Applicant meets the minimum mandatory requirements. Applicants must complete all required sections and attach required documents/information to demonstrate applicant meets the minimum mandatory requirements.
- **Exhibit 3** - Certification of Compliance: Form certifying Applicant's compliance with County's programs, policies, and ordinances.
- **Exhibit 4** - Application Transmittal Form: Form describing the Applicant's legal name, address, authorized representative, and contact information.

- **Exhibit 5 - Acceptance of Terms and Conditions Affirmation:** Form certifying Applicant's acceptance of all the terms and conditions and criteria contained in this RFA and any addenda thereto.
- **Exhibit 6 - Community Business Enterprise (CBE) Information (Excel Worksheet):** Excel form identifying Applicant's company composition and make-up to be used by the County for statistical purposes only.
- **Exhibit 7 - Proposed Annual Budget.**
- **Proof of Insurability** - Applicant must provide proof of insurability that meets all insurance requirements set forth in Appendix A (Sample Contract), Paragraphs 12 and 13. If an Applicant does not currently have the required coverage, a letter from a qualified insurance carrier may be submitted with the application indicating a willingness to provide the required coverage should the Applicant be selected to receive a contract.

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

2.9 Acceptance of Terms and Conditions of Contract

Applicants understand and agree that submission of the Application Packet (Appendix B) which includes Exhibit 5, Acceptance of Terms and Conditions Affirmation, constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of Appendix A (Sample Contract).

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

3.0 APPLICATION REVIEW/SELECTION PROCESS

3.1 Review Process

The review process will consist of reviewing the Applicant's submission of Appendix B, Application Packet, for all required exhibits, documents, and information as described in Section 2.8, Preparation and Submission of the Application Packet, by qualified County staff as described below.

3.1.1 Adherence to Minimum Mandatory Requirements

County will review the completed Applicant's Organization Questionnaire/Affidavit, Exhibit 1, and Applicant's Adherence to Minimum Mandatory Requirements Form, Exhibit 2, to determine if the Applicant meets the Minimum Mandatory Requirements as outlined in Section 1.4 of this RFA. Exhibit 2 will serve as an affidavit that Applicant meets the minimum mandatory requirements for the required services.

Applicants must "Pass" each of the Minimum Mandatory Requirements outlined in this RFA. Applications that "Fail" this section will be deemed unresponsive and will be disqualified from further consideration.

3.1.2 Contractor Alert Reporting Database (CARD)

County will review the information entered into CARD, which will be used, along with any other relevant information not included in CARD, in determining applicant responsibility (reference Section 1.37 of this RFA).

3.1.3 Applicant's Proposed Budgets and Justification

For those Applicants deemed qualified, responsible, and responsive under this RFA, Public Health DHSP staff will review the proposed budgets and justification during contract negotiations.

3.2 Disqualification Review

An application may be disqualified from consideration because Public Health determined it was non-responsive at any time during the review/evaluation process. If Public Health determines that an application is disqualified due to non-responsiveness, Public Health will notify the Applicant in writing.

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

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

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. The request for a Disqualification Review asserts that Public Health's determination of disqualification due to non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

3.3 Contract Award

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

Public Health will execute Board-authorized contracts with each selected Applicant. All Applicants will be informed of the final selections.

3.4 Final Contract Award by the Board of Supervisors

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

Contract No. PH-



SAMPLE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

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

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

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Budget(s)
- Exhibit C – Contractor's EEO Certification
- Exhibit D - Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
- Exhibit E - Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit F – Safely Surrendered Baby Law

UNIQUE EXHIBITS

- Exhibit G – Charitable Contributions Certification
- Exhibit H – Requirements Regarding Imposition of Charges for Services
- Exhibit I – People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit J – Guidelines for Staff Tuberculosis Screening
- Exhibit K – Notice of Federal Subaward Information

Contract No. _____

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

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

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

and _____
(hereafter "Contractor").

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

WHEREAS, on (XX-XX-XXXX), 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 contracts for Childcare Services for Ryan White Program Eligible Clients in Los Angeles County to preserve and protect the public's health; and

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide Childcare Services for Ryan White Program Eligible Clients in Los Angeles County (LAC) for compensation, as set forth herein; and

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

WHEREAS, County has been awarded grant funds from 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 of which a portion has been designated to this Contract.

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

1. APPLICABLE DOCUMENTS:

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

Standard Exhibits

Exhibit A – Statement of Work
Exhibit B – Budget(s)

- Exhibit C – Contractor's EEO Certification
- Exhibit D – Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
- Exhibit E – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit F – Safely Surrendered Baby Law

Unique Exhibits

- Exhibit G – Charitable Contributions Certification
- Exhibit H – Requirements Regarding Imposition of Charges for Services
- Exhibit I – People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit J – Guidelines for Staff Tuberculosis Screening
- Exhibit K – Notice of Federal Subaward Information

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work).

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

C. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to

be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

D. Federal Award Information for this Contract is detailed in Exhibit K, Notice of Federal Subaward Information. Contractor is responsible for reviewing and abiding by all federal requirements applicable to this Contract.

4. TERM OF CONTRACT:

The term of this Contract is effective November 1, 2023 through February 28, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

5. MAXIMUM OBLIGATION OF COUNTY:

A.1 For the period of November 1, 2023 through February 29, 2024, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$XXX,XXX), as set forth in Exhibit C-1.

A.2 For the period of March 1, 2024 through February 28, 2025, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$XXX,XXX), as set forth in Exhibit C-2.

A.3 For the period of March 1, 2025 through February 28, 2026, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$XXX,XXX), as set forth in Exhibit C-3.

B. Contractor will 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 Contractor's duties,

responsibilities, or obligations, or performance of same by person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

C. No Payment for Services Provided Following Expiration/

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

6. INVOICES AND PAYMENT:

A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit B

B. Contractor shall invoice the County monthly in arrears. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all payments made to Contractor.

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

D. Invoices must be submitted electronically to the Public Health DHSP Financial Services Division at dhspfinance@ph.lacounty.gov.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within 30 calendar days following the close of the Contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

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

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

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

due to/from Contractor is determined on the basis of the last monthly invoice received.

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

F. Upon expiration or prior termination of this Contract, Contractor 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).

G. Withholding Payment:

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

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed

to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

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

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

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

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

provide written notice to Contractor of its intention to withhold payment specifying said breaches and/or failure.

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

H. Local Small Business Enterprises – Prompt Payment Program

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit B and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

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

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

8. ALTERATION OF TERMS/AMENDMENTS:

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

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

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to ten percent (10%) above or

below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an amendment will be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice will be prepared and signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

A. Contractor must maintain the confidentiality of all records and information received and/or maintained in the course of providing services under this Contract in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning

information technology security and the protection of confidential records and information.

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

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

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

(For the following Paragraphs)-----CHOOSE 1 OF 2-----)

(THIS FIRST VERSION IS FOR CONTRACTORS THAT DO NOT HAVE UNIONIZED EMPLOYEES [Per Counsel 6/3/10])

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified, former County employees who are on a re-employment list, during the life of this Contract.

(THIS VERSION IS FOR CONTRACTORS THAT ARE UNIONIZED [Per Counsel 6/3/10])

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

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

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

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense, insurance coverage satisfying the

requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

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

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

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

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

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy, with respect to liability

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

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

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

Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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

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

G. Waivers of Subrogation: To the fullest extent permitted by law, 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 Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

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

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

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

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

L. Application of Excess Liability Coverage: Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

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

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

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

13. INSURANCE COVERAGE REQUIREMENTS:

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

General Aggregate:	\$2 Million
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Products/Completed Operations Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

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

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

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

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

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

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

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

F. As applicable, if directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether

associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

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

16. RECORD RETENTION AND AUDITS:

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

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

[AC Contract Accounting and Administration Handbook - June 2021 \(lacounty.gov\)](https://www.lacounty.gov/contract-accounting-and-administration-handbook)

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

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

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

(2) A General Ledger.

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

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

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein, as described in Exhibit H. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within 10 calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, 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 further agrees to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request 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 agrees to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

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

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

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that the Contract is effect and in compliance with 2 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 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period.

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

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

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

law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

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

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

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 30 calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30 calendar day period, there remains audit exceptions which have not been resolved to the

satisfaction of County's representatives, then the exception rate found in the audit, or sample, 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.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean 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 30 calendar days of termination of this Contract, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event 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 will only be reimbursed for its actual allowable and documented costs.

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

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

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully

comply with the County's Lobbyist Ordinance, County Code Chapter 2.160.

Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

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

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors receiving or raising charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor receiving or raising charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both (County Code Chapter 2.202).

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

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

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

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

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED

TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners,

officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor's failure to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

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

B. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation

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

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

18E. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE

PROGRAM:

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

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

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

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

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

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

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

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

18F. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

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

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

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

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

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

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

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

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

18G. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE

PROGRAM:

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

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

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

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

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

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

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

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business

Affairs of this information prior to responding to a solicitation or accepting a contract award.

18H. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Los Angeles County Board of Supervisors Policy Manual, Chapter 3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18I. LIQUIDATED DAMAGES:

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

B. If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or designee, deems are correctable by Contractor over a certain time span, the Director, or designee, will

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

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

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

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

18J. DATA DESTRUCTION:

A. If Contractor maintains, processes or stores the County of Los Angeles' ("County") data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>).

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

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

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

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

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

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

If Contractor chooses to modify its 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.

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

Annual tuberculin screening shall be done for each employee, volunteer, subcontractor and/or 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 (Quariferon, 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.

18N. CHILD/ELDER ABUSE/FRAUD REPORT

- A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.
- B. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at: (800) 540-4000, within 24 hours of suspicion of instances of child abuse.
- C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in WIC Section

15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

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

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

180. 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.

18P. CLINICAL QUALITY MANAGEMENT (CQM) PLAN:

Contractor shall implement its CQM program based on a written CQM plan. Contractor shall develop one agency-wide CQM plan that encompasses, at a minimum, all HIV/AIDS care services. Contractor shall submit its written CQM plan to DHSP within 60 days of the receipt of this fully executed Contract. The plan shall be reviewed

and updated as needed by the agency's CQM committee, signed by the medical director or executive director and submitted to DHSP. The CQM plan and its implementation may be reviewed by DHSP staff during its onsite program review. The written CQM plan shall at a minimum include the following components:

- A. Objectives: CQM plan should delineate specific program goals and objectives that reflect the program's mission, vision and values.
- B. CQM Committee: The plan shall describe the purpose of the CQM committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established Quality Improvement (QI) advisory committee need not create a separate CQM Committee, provided that the existing advisory committee's composition and activities conform to CQM program objectives and committee requirements.
- C. Selection of a QI Approach: The CQM plan shall describe an elected QI approach, such as Plan-Do-Study-Act (PDSA) and/or other models.
- D. Implementation of CQM Program:
 - (1) Selection of Performance Measures – Contractor shall describe how performance measures are selected. Contractor shall collect and analyze data for at least one (1) or more performance measure per HRSA RWHAP expectations for clinical quality management programs.Contractor is encouraged to select performance measures from HRSA's HIV/AIDS Bureau of Performance Measure Portfolio
(<https://hab.hrsa.gov/clinical-quality-management/performance-measure->

portfolio). Contractor may request technical assistance from DHSP CQM Program Staff for regarding the selection, development and implementation of performance measures.

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

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

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

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

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

G. Client Feedback Process: The CQM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the agency's CQM committee at least annually for continuous program improvement.

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

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

(1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the

event, pursuant to federal and State laws, statutes, and regulations.

Reportable events shall include the following:

- (a) Any unusual incident and/or sentinel event which 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.

18Q. 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.

18R. DHSP CUSTOMER SUPPORT PROGRAM:

A. The DHSP Customer Support 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 may contact DHSP's Customer Support Program as follows:

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

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

C. Compliance Resolution Procedures:

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

(2) Contractor has 30 days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor shall work with the DHSP Customer Support staff to address quality of care issues and questions identified as needed to resolve the reported concern. If complaint is verified, DHSP Customer Support staff will coordinate with Contractor to implement a corrective action plan (CAP) to prevent future incidents of similar nature.

(3) CUSTOMER SERVICE PROGRAM POSTERS: Customer Service Program posters will be provided to Contractor which contain information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the posters are visible to clients and are located in areas of the facility used by patients and include information on the purpose of the DHSP Customer Service Program.

D. Client Acknowledgement: 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 DHSP's Customer Support Program and Customer Support Line, and how to file a

complaint with the DHSP Customer Service Program. Contractor shall provide clients with a copy of the written policy, with signed proof of receipt by client and shall keep a copy of such signed proof on file with Contractor.

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

20. CONTRACTOR'S OFFICES: Contractor's office is located at [REDACTED]. Contractor's business telephone number is () [REDACTED], facsimile (FAX) number is () [REDACTED], and electronic mail (e-mail) address is [REDACTED]. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least 10 calendar days prior to the effective date(s) thereof.

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

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of HIV and STD Programs

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

Attention: Project Director

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

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) [REDACTED]
[REDACTED]
[REDACTED]

Attention: [REDACTED]

22. ADMINISTRATION OF CONTRACT:

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

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

C. Contractor's Staff Identification: Any of Contractor's employees assigned to County facilities are required to have a County Identification (ID)

badge on their person and visible at all times. Contractor bears all expense related to the badges.

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

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract. During the term of this Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, Contractor shall immediately remove staff from performing services under this Contract and replace such staff within 15 days of removal, or within an agreed upon time with the County.

Pursuant to an agreement with the Federal Department of Justice, the County

will not provide to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

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

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

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

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

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

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

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

the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

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

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

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

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

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

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

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

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

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

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

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

28. COMPLIANCE WITH APPLICABLE LAW:

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

B. Contractor must indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional

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

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

Additionally, Contractor certifies to the County:

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

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

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

B. Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay

for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

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

(3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a

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

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

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

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

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

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

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

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

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

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

characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

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

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

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such

employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to Contractor. Contractor must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV; and DPSS will refer qualified GAIN/GROW job candidates.

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

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

of the debarment. Contractor and Public Health will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for

reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's

place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

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

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

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are

significant, or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

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

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

B. Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other

liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

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

Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

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

The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

45. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

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

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

47. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within 10 calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed

statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

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

48. FORCE MAJEURE:

A. Neither Party will be liable for such Party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, 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 paragraph as "force majeure events").

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

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

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

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

51. INDEPENDENT CONTRACTOR STATUS:

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

B. Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for

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

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

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

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

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

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

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

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

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

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

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

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

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

G. If the County finds that any provisions of this Paragraph (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair

Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract

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

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

55. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that Party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other Party. If Contractor is unable to provide childcare services on a scheduled day, Contractor must notify DHSP by phone at (213) 351-8000 (main line), to request to be transferred to a Program Supervisor over childcare services contracts and/or notify Contractor's assigned program manager by phone or email to provide the status and updates of the delay in services rendered.].

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

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor must notify its employees, and will require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

61. PUBLIC RECORDS ACT:

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920.000 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify the County from all costs

and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

62. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

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

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

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

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or, (2) at Director's option, deliver any or all items of such property to a

location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

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

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

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

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

sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

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

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner, (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor

shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

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

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

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

65. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills,

Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

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

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

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

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor must, prior to filling

said vacancy, notify County's Director. Contractor must provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

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

68. SUBCONTRACTING:

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

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

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

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

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

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

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

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

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

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

F. The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor must notify its subcontractors of this County right.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

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

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

In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such

manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph hereinabove if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, 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 Contractor and any subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

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

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

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

73. TERMINATION FOR INSOLVENCY: The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

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

74. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

75. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

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

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

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

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

79. WARRANTY AGAINST CONTINGENT FEES:

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

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

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

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

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

81. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set

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

82. INJURY AND ILLNESS PREVENTION PROGRAM:

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

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

COUNTY OF LOS ANGELES

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

(AGENCY NAME)
Contractor

By _____
Signature

Printed Name

Title_____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

**Childcare Services for Ryan White Program
Eligible Clients in Los Angeles County**

STATEMENT OF WORK

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Childcare Services for Ryan White Program Eligible Clients in Los Angeles County

STATEMENT OF WORK

1.0 DESCRIPTION

Contractor is responsible for implementing childcare services for RWP eligible clients with the goal of retaining clients with HIV in medical and social service care, in order to achieve and maintain viral suppression, improve overall health outcomes, and reduce forward transmission of HIV.

Childcare services for RWP eligible clients are essential towards removing one of the most significant barriers to accessing social services and health care affecting families of all races/ethnicities. It is difficult for many parents to leave their children in the care of others, leaving many parents to choose between caring for their children or attending medical and social service appointments. Other parents are forced to bring their children along to doctor and social services appointments which often results in parents losing their focus on the primary task of visiting their doctor or social service provider and becoming distracted by repeated interruptions. Parents who bring their children to doctor/ social services appointments may forget critical instructions, or not retain information discussed, which can lead to lower rates of medication compliance and a reluctance to keep follow-up appointments.

Parents benefit from the peace of mind and consistency that comes from quality childcare services. Having access to quality childcare services promotes continuity of care for persons living with HIV (PLWH) by maintaining consistent health care and social service visits and allowing parents to focus on their own health.

Childcare Services for RWP eligible clients provide time-limited childcare for the children of RWP eligible clients at the RWP service provider's office for the duration of the client's respective visit.

1.1 DHSP Program Goal and Objectives

Contractor is required to achieve the DHSP Goal and Objectives described in Table 1 below:

Table 1

PRIMARY GOAL:	Retaining people with HIV in medical and social service care in order to achieve and maintain viral suppression, improve overall health outcomes and reduce forward transmission of HIV.
PROGRAM GOALS:	Provide quality childcare services for RWP eligible clients for the duration of the client's respective doctor or social service visit.
PROGRAM OBJECTIVES:	Provide access to quality childcare services to promote continuity of care for PLWH.

2.0 DEFINITIONS

- 2.1 **Contractor's Project Director:** Contractor's designee serving as a point of contact for the County who has full authority to act for Contractor on all matters relating to the daily operation of the Contract.
- 2.2 **Contractor's Project Manager:** Contractor's designee responsible to administer contract operations and to liaise with the County after the contract award.
- 2.3 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.4 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. Responsible for managing inspection of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.6 **Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.7 **Line-of-Sight Supervision:** Method of supervision where a child remains visible to the caregiver at all times. Caregivers do not have to be looking directly at the child, but staff must be able to see and notice all movement to ensure that children in their care remain safe and accounted for at all times.

3.0 RESPONSIBILITIES

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

COUNTY**3.1 Personnel**

The County will administer the Contract according to Paragraph 22 of the Contract, Administration of Contract. Specific duties include:

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

CONTRACTOR**3.2 Personnel****3.2.1 As-needed Childcare Worker**

- 3.2.1.1 Contractor must provide as-needed Childcare Worker(s) to perform childcare services within the Contractor's dedicated childcare area.
- 3.2.1.2 Contractor is required to conduct a background check of employees, as set forth in Paragraph 22D of the Contract, Background and Security Investigations. All costs associated with the background and security investigation will be borne by the Contractor.
- 3.2.1.3 Contractor's Childcare Worker(s) must be able to interact in a friendly, nonjudgmental and empathetic manner with children and families of diverse ethnic, cultural, and socio-economic backgrounds.
- 3.2.1.4 Minimum Qualifications of Childcare Workers
 - a. Must have a High School Diploma, successful completion of GED, or equivalent.
 - b. Complete training prior to providing childcare services as identified in Paragraph 3.4.1 of this Statement of Work.

3.2.1.5 Desirable Qualifications of Childcare Workers

- a. Two years' experience providing childcare services.

3.3 Staffing

- 3.3.1 Contractor will assign a sufficient number of employees to perform the required work. At least one employee on site will be authorized to act for Contractor in assuring compliance with contractual obligations at all times
- 3.3.2 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor must obtain and maintain documentation of tuberculosis screening for each employee, volunteer, subcontractor and consultant providing direct Childcare Services, according to Paragraph 18H of the Contract, Guidelines for Staff Tuberculosis Screening.
- 3.3.3 Contractor must provide County with a roster of all administrative and program staff, including titles, and contact information within 30 days of the effective date of the Contract.
- 3.3.4 Contractor must ensure annual performance evaluations are conducted on all staff budgeted and performing services under the Contract to ensure program staff are meeting job duties as required.

3.4 Training of Contractor's Staff

- 3.4.1 Contractor must ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the Contract.
 - a. As-needed Childcare Workers **must** successfully complete California Mandated Child Abuse and Neglect Reporter training prior to providing childcare services under this agreement. Courses are available in English and Spanish online at <https://mandatedreporter.ca.com/training/child-care-providers>.
 - b. As-needed Childcare Workers **must** successfully complete a Red Cross Child and Baby First Aid/CPR/AED course prior to providing childcare services under the Contract.
- 3.4.2 Contractor's childcare providers must maintain up-to-date knowledge and skill levels in accordance with their respective job duties and with the expanding literature and information regarding approaches in the required work.

- 3.4.3 All employees must be trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under the Contract. All equipment will be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

3.5 Approval of Contractor's Staff

- 3.5.1 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.
- 3.5.2 Contractor must remove and replace personnel performing services under the Contract within 30 days of the written request of the County. Contractor will send County written confirmation of the removal of the personnel in question.

3.6 Staff Retention Policies and Procedures

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

3.7 Uniforms/Identification Badges

- 3.7.1 Dress code for As-needed Childcare Workers to be defined by the Contractor.
- 3.7.2 Contractor must ensure employees are appropriately identified as set forth in Paragraph 22C of the Contract, Contractor's Staff Identification.

3.8 Materials, Supplies and/or Equipment

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

- 3.8.3 Any and all materials and equipment purchased under the Contract are the property of the County and must be returned to County in good working order at the end of the Contract.

3.9 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service will be provided to receive calls and take messages. Contractor must answer calls received by the answering service within 24 hours of receipt of the call.

Contractor's office will be welcoming, supportive and ensure the safety of children in care with the goal of providing peace of mind for parents. Contractor must have a specified area within its office dedicated to the provision of childcare services. **Childcare services can only be provided to parents and guardians who are on the same premises as the site of childcare services.** Dedicated childcare services area(s) will be a peanut-free area.

- 3.9.1 **Contractor's Facility:** Contractor must maintain each facility in good repair to facilitate high quality, appropriate services. Contractor's childcare services area and location must 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. Security provided outside and inside the facility;
- i. Clear, distinct outside signage; and
- j. Facilities are clean, well-lit, and clearly marked indicating location of services.

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

A memorandum of understanding will be required for service delivery sites on locations or properties not owned or leased by Contractor with the entity that owns or leases such location or property. Contractor must submit all memoranda of understanding to DHSP for approval at least 30 days prior to contract execution.

3.9.3 Emergency and Disaster Plan:

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

3.10 People with HIV/AIDS Bill of Rights and Responsibilities

The County will administer the Contract according to Paragraph 18P of the Contract, 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 must demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

3.11 Emergency Medical Treatment

3.11.1 Contractor will arrange immediate transport for any client receiving services who require emergency medical treatment for physical illness or injury.

3.11.2 Contractor must have written policies for staff regarding how to notify parents in the event of an emergency as well as how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

3.12 County's Commission on HIV

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

3.13 Client Feedback

All services provided under the Contract are subjected to regular client feedback.

Contractor will develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services.

- 3.14.1 In order to obtain input from clients served, Contractor must regularly implement and establish one or more of the following:
- a. Satisfaction survey tool;
 - b. Focus groups with analysis and use of documented results;
 - c. Public meeting with analysis and use of documented results;
 - d. Visible suggestion box; or
 - e. Other client input mechanism.

3.14 Ryan White Service Standards

- 3.14.1 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 the Contract); or
 - c) Requirement that eligible clients above the FPL be charged at least \$1 annually to access Childcare Services while clients at or below the FPL are not charged to access Childcare Services.

Additionally, 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.

- 3.14.2 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.

- 3.14.3 Contractor must develop and maintain written policies for the following:
- a. Employee code of ethics;

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

3.15 Screen for Ryan White Program Eligibility

Childcare Services are limited to RWP eligible clients with incomes at 500% or less of the federal poverty level (FPL). For unique cases where RWP eligible clients with incomes above 500% FPL have a documented need for childcare services, providers may consult with DHSP’s Childcare Services Program Manager and request a waiver of this requirement. Please see <https://aspe.hhs.gov/poverty-guidelines> for more information regarding FPL.

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 I, 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 are to be reconfirmed every twelve (12) 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.

- 3.15.1 Every 12 months, Contractor must verify the availability of client health insurance coverage (e.g., Medi-Cal, private, Medicare, etc.).
- 3.15.2 Additional eligibility documentation must include, but not be limited to:
 - a. HIV-positive diagnosis;
 - b. Proof of LAC residency every twelve (12) months;
 - c. Verification of client’s income every twelve (12) months;

- d. A signed and dated Release of Information, which is compliant with HIPAA, will be conducted annually; and
- e. A signed and dated Limits of Confidentiality in compliance with State and federal Law
- f. A signed and dated agency grievance procedures.

3.16 Provide Culturally Appropriate and Linguistically Competent Services

- 3.16.1 Contractor must provide childcare services with non-judgmental, culturally affirming attitudes that convey a culturally and linguistically competent approach that is appropriate for each client.

4.0 SPECIFIC WORK REQUIREMENTS

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

4.1 Deliver Childcare Services for RWP Eligible Clients in LAC

Contractor will deliver time-limited childcare for the children of RWP eligible clients. Childcare services must be performed at dedicated area within the Contractor's office for the duration of the client's respective medical or social service visit.

- 4.1.1 Contractor must obtain client's written consent to provide childcare services.
- 4.1.2 Childcare services will be short-term, lasting no longer than **3 hours** per doctor or social service visit.
- 4.1.3 Childcare services will be conducted within a well-defined area within the Contractor's office at the same physical location as the parent/client's appointment. **At no time will the parent/client be located in a separate building as their child(ren) receiving childcare services by Contractor.**
- 4.1.4 Childcare services caregivers will utilize line-of-sight supervision when caring for children.
- 4.1.5 Appropriate child to as-needed childcare worker ratios must be maintained during all hours of program operation. Child to as-needed childcare worker ratios should be determined by the age of the majority of children being supervised and the needs of children present, according to the table below:

CHILDCARE SERVICES	
Age	Maximum Child: As-needed Childcare Worker Ratio
≤ 12 months	4:1
13-23 months	4:1
24-35 months	6:1
3-year-olds	7:1
4 to 5-year-olds	8:1
6 to 14-year-olds	8:1

In settings where there are mixed age groups that include infants and toddlers, a maximum ratio of 6:1 will be maintained when no more than two of these children are 24 months or younger. If all children in care are under 24 months, a maximum ratio of 4:1 will be maintained and no more than two of these children will be 18 months or younger. If all children in care are 3 years old, a maximum ratio of 7:1 will be preserved. If all children in care are 4 to 5 years of age, a maximum ratio of 8:1 will be maintained. If all children in care are 6 to 14 years of age, a maximum ratio of 8:1 will be maintained.

Children with special health care needs or who require more attention due to certain disabilities may require additional staff on-site, depending on their needs and the extent of their disabilities. Contractor must inform DHSP when additional staff are required to adequately care for children.

- 4.1.6 Contractor will ensure its program minimizes the risk of food allergen exposure to children under its care. Contractor will not provide food or snacks to children and will ensure that children under its care do not bring food or snacks into their facility. As-needed Childcare Workers will not administer bottle-feedings for infants or toddlers in their care.
- 4.1.7 Contractor will establish protocols to ensure that children in its care do not share water bottles brought by the child's respective parent/guardian. Contractor will not wash, fill, or furnish water bottles for children in its care.
- 4.1.8 Contractor staff will not change diapers or accompany children under their care to the bathroom. Contractor will establish protocols to notify the parent/client as to child's bathroom needs where the parent/client will care for child's bathroom needs as appropriate.
- 4.1.9 Contractor will establish protocols to notify parent/clients as to behavioral issues including aggression or other behavior that disrupts, interrupts, or interferes with another person. As-needed Childcare Workers can

provide positive redirection and emotional support to children in their care as needed.

Discipline will be only provided by the child's parent. At no time will parents be made to feel judged or criticized for their child's behavior. As-needed Childcare Workers will be supportive of parents and children under their care.

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

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

6.0 HOURS/DAY OF WORK

Contractor will provide Childcare 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 provide services on the following County-recognized holidays: New Year's Day; Martin Luther King Jr's Birthday; Presidents' Day; Cesar Chavez Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Indigenous People's Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving; and/or Christmas.

7.0 WORK SCHEDULES

- 7.1 Contractor will maintain a work schedule for each location/facility and submit to the County Project Manager upon request. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules will list the time frames of the tasks to be performed by day of the week and morning, afternoon, and/or evening hours.
 - 7.1.1 As an example, Contractors may plan on providing Childcare Services at their office on the 3rd Thursday of the month for three hours, or some other set schedule that works for Contractor and clients with children. Schedules may be modified as needed, as described below.
- 7.2 Contractor will notify County Project Manager when actual performance differs substantially from planned performance. Said revisions will be submitted to the County Project Manager within 30 working days prior to scheduled time for work.

**Childcare Services for Ryan White Program (RWP) Eligible Clients in Los Angeles County
RFA #2023-003**

Ryan White Program Eligibility Documentation and Verification

Client must meet all criteria listed below, as evidenced by one of the acceptable types of verification listed for each criteria, in order to qualify for childcare services for the client's child(ren) provided while the client is attending a Ryan White eligible medical or social service appointment.

RWP Eligibility Criteria	Types of Acceptable Verification
HIV Diagnosis (one of the following)	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) Two Rapid Testing Algorithm (RTA) results in which both tests contain positive results. Both tests should indicate the agency name, HIV counselor name, and the client's name.
Los Angeles County Residence (one of the following)	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.
Verification of Income (one of the following)	1) Bank statement containing direct deposits from Social Security Disability Insurance, Social Security Administration, Veterans Affairs, or unemployment; 2) Pay stub(s) for one full month of wages; 3) Disability award letter; 4) Benefit receipt or check stub; 5) Self-employment affidavit; or 6) Most recent tax return.
Verification of Insurance (one of the following)	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 printout of computer screenshot.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE

PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other

manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from

the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012,**

PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official

making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall

require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected

Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors,

Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH

INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

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

15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the

other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON
TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is feasible or that Protected Health

Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health

Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services

arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under,

and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS 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)

EXHIBIT H

C.A.R.E. Act Title I

Public Law 101-381--August 18, 1990

As amended by the Ryan White Program Act Amendments of 1996

Provision 2605

(e) REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

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

A. Respectful Treatment

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

B. Competent, High-Quality Care

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

C. Make Treatment Decisions

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

D. Confidentiality and Privacy

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

E. Billing Information and Assistance

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

F. Patient/Client Responsibilities

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

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

For More Help or Information

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

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

EXHIBIT J

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

INTRODUCTION

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

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

POLICY

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

IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents will be screened for TB at the beginning date of employment or prior to commencement of service provision and annually thereafter.
 - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
 - B. For purposes of these guidelines, "volunteer" will mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
- II. Contractor will be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or Interferon Gamma Release Assay (IGRA) or certification from a physician/radiologist that an individual is free from active TB. This information will be held confidential. (Note: Use of the IGRA for screening health care workers requires a grant of program flexibility from the California Department of Health Services, Licensing and Certification. Please contact your local Licensing and Certification office for more information on how to obtain a grant of program flexibility).

- A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers will submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration or results of IGRA testing.
 1. If the tuberculin skin or IGRA test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
 2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test or IGRA need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
 - B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test will obtain another Mantoux tuberculin skin test or IGRA and submit to Contractor the results of such test. For the tuberculin skin test, results must be recorded in millimeters of induration.
 1. If this annual tuberculin test or IGRA is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
 2. Persons with a documented history of a positive tuberculin skin test or IGRA and a negative chest x-ray will be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and will promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person will be excused from further service provision and medically evaluated immediately.
 - C. Contractor will consult with County of Los Angeles - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
 - D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department will consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
- III. Contractor will maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test or IGRA, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
 - B. The results of the annual Mantoux tuberculin skin test or IGRA or physician certification that the person does not have communicable TB; and
 - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
 1. Change in the tuberculin skin test or IGRA result from negative to positive;
 2. Person who is known or suspected to have a current diagnosis of TB; and
 3. Person who is known to be taking TB medications for treatment of disease only.

- D. Contractor will develop and implement a system to track the dates on which the initial and annual TB screening results or physician certifications for each employee, consultant, and volunteer are due and received. The system will include procedures for notifying individuals when the results of their TB screening are due.
- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
 - A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
 - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
 - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
 - D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the County of Los Angeles - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.



County of Los Angeles

Notice of Federal Subaward Information

Recipient Information (i)	Federal Award Information (www.usaspending.gov)																								
1. Recipient Name	10. Federal Award Number (1)																								
2. Vendor Customer Code (VCC)	11. Federal Award Date (iv)																								
3. Employer Identification Number (EIN)	12. Unique Federal Award Identification Number (FAIN) (iii)																								
4. Recipient's Unique Entity Identifier (ii) Data Universal Numbering System (DUNS) (www.SAM.gov)	13. Name of Federal Awarding Agency (xi)																								
5. Award Project Title	14. Federal Award Project Title (x)																								
6. Project Director or Principal Investigator Name: Title: Address: E-mail:	15. Assistance Listing Number (xii)																								
7. Authorized Official Name: Title: Address: E-mail:	16. Assistance Listing Program Title (xii)																								
County Department Information (xi)	17. Is this Award R&D? (xiii)																								
8. County Department Contact Information Name: Title: Address: E-mail:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e1f5fe;"> <th colspan="2" style="text-align: left;">Summary Federal Subaward Financial Information</th> </tr> </thead> <tbody> <tr style="background-color: #e1f5fe;"> <td style="width: 70%;">18. Budget Period Start Date (vi):</td> <td style="width: 30%;">End Date:</td> </tr> <tr> <td>19. Total Amount of Federal Funds Obligated by this Action (vii)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>20a. Direct Cost Amount</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>20b. Indirect Cost Amount (xiv)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>20. Authorized Carryover</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>21. Offset</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>22. Total Amount of Federal Funds Obligated this Budget Period (viii)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>23. Total Approved Cost Sharing or Matching, where applicable</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>24. Total Federal and Non-Federal Approved this Budget Period (ix)</td> <td style="text-align: right;">\$</td> </tr> <tr style="background-color: #e1f5fe;"> <td>25. Projected Performance Period Start Date (v):</td> <td>End Date:</td> </tr> <tr> <td>26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</td> <td style="text-align: right;">\$</td> </tr> </tbody> </table>	Summary Federal Subaward Financial Information		18. Budget Period Start Date (vi):	End Date:	19. Total Amount of Federal Funds Obligated by this Action (vii)	\$	20a. Direct Cost Amount	\$	20b. Indirect Cost Amount (xiv)	\$	20. Authorized Carryover	\$	21. Offset	\$	22. Total Amount of Federal Funds Obligated this Budget Period (viii)	\$	23. Total Approved Cost Sharing or Matching, where applicable	\$	24. Total Federal and Non-Federal Approved this Budget Period (ix)	\$	25. Projected Performance Period Start Date (v):	End Date:	26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$
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26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$																								
9. Program Official Contact Information Name: Title: Address: E-mail:	27. Authorized Treatment of Program Income																								
29. Remarks	28. County Program Officer Signature Name: _____ Title: _____ <div style="text-align: right; margin-top: 10px;"> Signature/Date _____ </div>																								

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHILDCARE SERVICES FOR RYAN WHITE PROGRAM ELIGIBLE CLIENTS IN
LOS ANGELES COUNTY
APPLICATION PACKET**

Exhibits

- 1) Applicant's Organization Questionnaire/Affidavit
- 2) Applicant's Adherence to Minimum Mandatory Requirements
- 3) Certification of Compliance
- 4) Application Transmittal Form
- 5) Acceptance of Terms and Conditions Affirmation
- 6) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 7) Budgets

Attachment

- A. **Optional** – Applicant Survey Questionnaire

EXHIBIT 1**APPLICANT'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

APPLICANT NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
E-MAIL:	TELEPHONE NUMBER:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<p>Select the option that best defines your firm's business structure:</p> <p> <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) </p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation):</p> <p>_____</p> <p>State if Incorporation: _____</p> <p>Year of Incorporation: _____</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner:</p> <p>_____</p> <p>If other: Specify business structure name:</p> <p>_____</p>
2	<p>Is your firm operating under a DBA?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name: _____</p> <p>Country of Registration: _____</p> <p>Year became DBA: _____</p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of, another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm:</p> <p>_____</p>

EXHIBIT 1
APPLICANT'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

		State of Incorporation or registration of parent firm: _____
4	Has your firm operated under any other name within the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change. Name: _____ Year(s) of Name Change _____ _____
5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of individuals legally authorized to commit your firm to a contract.	Name: _____ Title: _____ Phone: _____ Email: _____

EXHIBIT 2**APPLICANT'S ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS****APPLICANT'S FULL LEGAL NAME:**

INSTRUCTIONS TO APPLICANT:

Please complete this Application Packet form (Exhibit 2) in its entirety.

The Application will be scored on a "Pass" or "Fail" basis. Applicant must meet all of the Minimum Mandatory Requirements listed in the RFA in order to be considered for a contract award. **Applications that do not meet all of the Minimum Mandatory Requirements will be deemed unresponsive and will not be considered for a contract award.**

Applicant acknowledges and certifies that on the day the Application is submitted, it meets and will comply with all of the Minimum Mandatory Requirements as listed below. **Subcontractors may not be used to meet any of the Minimum Mandatory Requirements.**

Please check the appropriate box(es) for each section below:

RFA SECTION	Minimum Mandatory Requirements	Check Box to Certify Compliance
1.4.1	Applicant must be an existing DHSP-funded service provider serving Ryan White Program eligible clients in LAC. Public Health Contract Number(s): _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.4.2	Applicant must have a specified area within their office dedicated to the provision of childcare services.	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.4.3	<p>Unresolved Disallowed Cost:</p> <p>If Applicant's compliance with a County contract that has been reviewed by the Department of the Auditor-Controller within the last 10 years, Applicant must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000, that are confirmed to be disallowed costs by Public Health, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p> <p><input type="checkbox"/> Applicant <u>does not</u> have unresolved disallowed costs as described above.</p> <p><input type="checkbox"/> Applicant <u>has</u> unresolved disallowed costs as described above.</p> <p><i>County will verify that Applicant does not have unresolved disallowed costs.</i></p>	

1.4.4	<p>Applicant is not debarred, suspended, or excluded from securing United States Federal Government (federal), State of California (State) and/or County contracts at the time of the application submission due date.</p> <p><input type="checkbox"/> Applicant is <u>not</u> debarred.</p> <p><input type="checkbox"/> Applicant <u>is</u> debarred.</p>
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<p>Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Application are made, the Application may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment, which shall be final.</p>	
<hr/> Signature of Authorized Representative of Applicant	<hr/> Date
<hr/> Print Name	<hr/> Title

EXHIBIT 3**CERTIFICATION OF COMPLIANCE**

Applicant must certify compliance with all programs, policies, and ordinances specified in the exhibits listed below, or provide an exemption to compliance.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	EEO Certification	Board Policy 4.32.010	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
6	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable)</p>	Board Policy 5.065	<p>Check the Certification below that is applicable to your company.</p> <p><input type="checkbox"/> Applicant or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Applicant engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p> <p>OR</p> <p><input type="checkbox"/> Applicant or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.</p>
7	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>

EXHIBIT 3
CERTIFICATION OF COMPLIANCE

8	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
9	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: Click or tap here to enter text.

EXHIBIT 4
APPLICATION TRANSMITTAL FORM

APPLICANT'S LEGAL NAME: _____

APPLICANT'S ADDRESS: _____
Street Suite

City State Zip Code

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

Authorized Representative: _____

Title: _____

Address: _____
Street Suite

City State Zip Code

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

Contact Representative: _____

Title: _____

Address: _____
Street Suite

City State Zip Code

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

EXHIBIT 5**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

Company Name:

Company Address:

Email Address:

Applicant hereby affirms that it understands and agrees that submission of an application in response to this RFA constitutes acknowledgement and acceptance of, and a willingness to comply with all the terms and conditions and criteria contained in the referenced RFA and any addenda thereto.

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

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

Authorized Representative:

Signature:	Date:
Print Name:	Title:


ATTACHMENT A

Applicant Survey Questionnaire

Applicant Survey Questionnaire Optional Survey: Your feedback is greatly appreciated.	
Applicant Name (Optional):	
How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check box(es) that apply.	
❖ Social Media (e.g., Twitter, Facebook, etc.)	<input type="checkbox"/> Yes
❖ Department of Public Health Workshop	<input type="checkbox"/> Yes
❖ County Applicant Fair	<input type="checkbox"/> Yes
❖ Contracting Opportunity flyer	<input type="checkbox"/> Yes
❖ Email Notification	<input type="checkbox"/> Yes
❖ Website (Department of Public Health Contracts and Grants)	<input type="checkbox"/> Yes
❖ Other Website (<i>Please describe below</i>):	<input type="checkbox"/> Yes
❖ Other (<i>Please describe below</i>):	<input type="checkbox"/> Yes
Thank you!	

REQUIRED FORMS – EXHIBIT 6
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.
Total Number of Employees in California:	
Total Number of Employees (including owners):	
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:	
Race/Ethnic Composition	Owners/Partners/ Associate Partners
	Male Female
Black/African American	% %
Hispanic/Latino	% %
Asian or Pacific Islander	% %
American Indian	% %
Filipino	% %
White	% %

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	<p>If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.</p> <div style="text-align: right;">  Check if not applicable </div>
Agency Name	Minority
Women	Disadvantaged
Disabled Veteran	LGBTQQ

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.

SUBMITTAL

Applicant must submit Exhibit 6 - Community Business Enterprise (CBE) Information form in Excel format.
--

County of Los Angeles Department of Public Health
Childcare Services for RWP Eligible Clients in Los Angeles County
RFA #2023-003

EXHIBIT 7 (C-1)

Period 2: November 1, 2023 through February 29, 2024

BUDGET

Instructions: Complete this form to identify the budget to sustain the program on a yearly basis as described in Appendix E, Budget Preparation Instruction. Also provide a budget narrative detailing expenses to support your response to this Exhibit. **Do not change headings.**

RESPONDENT'S NAME:			
A. PERSONNEL	Hourly Rate	Yearly Anticipated Hours (Total)	Annual Salary (Total)
As-Needed Childcare Workers			\$ -
ANNUAL SALARY:			\$ -
B. EMPLOYEE BENEFITS			
Employee Benefits not to exceed 13% of yearly salary for part-time staff. At a minimum, the benefit package must include: 1) FICA; 2) Unemployment Insurance; and, 3) Workers Compensation.		Select Percentage Below	Amount
Employee Benefits Rate at:		13%	\$ -
Employee Benefits Total:			\$ -
TOTAL SALARY & EMPLOYEE BENEFITS: (A+B)			\$ -
C. TRAININGS/SUPPLIES			
Expense No.	Description	Annual Cost	
1			
2			
3			
4			
5			
6			
7			
8			
TOTAL TRAININGS & SUPPLIES EXPENSES			\$ -
D. TOTAL DIRECT COSTS (A+B+C)			\$ -
E. INDIRECT COSTS (Max 15% of total salary and employee benefit costs)			
			Amount
INDIRECT COST:			
Only to use if NICRA or independent auditor-supported rate. Please see budget instructions for more details.			
H. TOTAL ANNUAL BUDGET (D+E)			\$ -

County of Los Angeles Department of Public Health
Childcare Services for RWP Eligible Clients in Los Angeles County
RFA #2023-003

PROPOSED BUDGET NARRATIVE
Period 1: November 1, 2023 - January 29, 2024

A. PERSONNEL **TOTAL BUDGET AMOUNT**

\$ -

Write a brief narrative justification *(use additional sheets as needed)* :

B. EMPLOYEE BENEFITS **TOTAL BUDGET AMOUNT**

\$ -

Write a brief narrative justification *(use additional sheets as needed)* :

C. TRAININGS/SUPPLIES **TOTAL BUDGET AMOUNT**

\$ -

Write a brief narrative justification *(use additional sheets as needed)* :

E. INDIRECT COSTS **TOTAL BUDGET AMOUNT**

\$ -

Write a brief narrative justification *(use additional sheets as needed)* :

I. TOTAL PROGRAM BUDGET

\$0.00

County of Los Angeles Department of Public Health
Childcare Services for RWP Eligible Clients in Los Angeles County
RFA #2023-003

EXHIBIT 7 (C-2)

Period 2: March 1, 2024 through February 28, 2025

BUDGET

Instructions: Complete this form to identify the budget to sustain the program on a yearly basis as described in Appendix E, Budget Preparation Instruction. Also provide a budget narrative detailing expenses to support your response to this Exhibit. **Do not change headings.**

RESPONDENT'S NAME:			
A. PERSONNEL	Hourly Rate	Yearly Anticipated Hours (Total)	Annual Salary (Total)
As-Needed Childcare Workers			\$ -
ANNUAL SALARY:			\$ -
B. EMPLOYEE BENEFITS			
<small>Employee Benefits not to exceed 13% of yearly salary for part-time staff. At a minimum, the benefit package must include: 1) FICA; 2) Unemployment Insurance; and, 3) Workers Compensation.</small>	<u>Select Percentage Below</u>		Amount
Employee Benefits Rate at:	13%		\$ -
	Employee Benefits Total:		\$ -
TOTAL SALARY & EMPLOYEE BENEFITS: (A+B)			\$ -
C. TRAININGS/SUPPLIES			
Expense No.	Description	Annual Cost	
1			
2			
3			
4			
5			
6			
7			
8			
TOTAL TRAININGS & SUPPLIES EXPENSES			\$ -
D. TOTAL DIRECT COSTS (A+B+C)			\$ -
E. INDIRECT COSTS (Max 15% of total salary and employee benefit costs)			
			Amount
INDIRECT COST:			
<small>Only to use if NICRA or independent auditor-supported rate. Please see budget instructions for more details.</small>			
H. TOTAL ANNUAL BUDGET (D+E)			\$ -

County of Los Angeles Department of Public Health
Childcare Services for RWP Eligible Clients in Los Angeles County
RFA #2023-003

PROPOSED BUDGET NARRATIVE
Period 2: March 1, 2024 - February 28, 2025

A. PERSONNEL**TOTAL BUDGET AMOUNT**

\$

-

Write a brief narrative justification *(use additional sheets as needed)* :

B. EMPLOYEE BENEFITS**TOTAL BUDGET AMOUNT**

\$

-

Write a brief narrative justification *(use additional sheets as needed)* :

C. TRAININGS/SUPPLIES**TOTAL BUDGET AMOUNT**

\$

-

Write a brief narrative justification *(use additional sheets as needed)* :

E. INDIRECT COSTS**TOTAL BUDGET AMOUNT**

\$

-

Write a brief narrative justification *(use additional sheets as needed)* :

I.**TOTAL PROGRAM BUDGET**

\$0.00

County of Los Angeles Department of Public Health
Childcare Services for RWP Eligible Clients in Los Angeles County
RFA #2023-003

EXHIBIT 7 (C-3)

Period 3: March 1, 2025 through February 28, 2026

BUDGET

Instructions: Complete this form to identify the budget to sustain the program on a yearly basis as described in Appendix E, Budget Preparation Instruction. Also provide a budget narrative detailing expenses to support your response to this Exhibit. **Do not change headings.**

RESPONDENT'S NAME:			
A. PERSONNEL	Hourly Rate	Yearly Anticipated Hours (Total)	Annual Salary (Total)
As-Needed Childcare Workers			\$ -
ANNUAL SALARY:			\$ -
B. EMPLOYEE BENEFITS			
<small>Employee Benefits not to exceed 13% of yearly salary for part-time staff. At a minimum, the benefit package must include: 1) FICA; 2) Unemployment Insurance; and, 3) Workers Compensation.</small>	<u>Select Percentage Below</u>		Amount
Employee Benefits Rate at:	13%		\$ -
Employee Benefits Total:			\$ -
TOTAL SALARY & EMPLOYEE BENEFITS: (A+B)			\$ -
C. TRAININGS/SUPPLIES			
Expense No.	Description	Annual Cost	
1			
2			
3			
4			
5			
6			
7			
8			
TOTAL TRAININGS & SUPPLIES EXPENSES			\$ -
D. TOTAL DIRECT COSTS (A+B+C)			\$ -
E. INDIRECT COSTS (Max 15% of total salary and employee benefit costs)			
			Amount
INDIRECT COST:			
<small>Only to use if have a NICRA or independent auditor-supported rate. Please see budget instructions for more details.</small>			
H. TOTAL ANNUAL BUDGET (D+E)			\$ -

County of Los Angeles Department of Public Health
Childcare Services for RWP Eligible Clients in Los Angeles County
RFA #2023-003

PROPOSED BUDGET NARRATIVE
Period 3: March 1, 2025 - February 28, 2026

A. PERSONNEL**TOTAL BUDGET AMOUNT**

\$

-

Write a brief narrative justification *(use additional sheets as needed)*:

B. EMPLOYEE BENEFITS**TOTAL BUDGET AMOUNT**

\$

-

Write a brief narrative justification *(use additional sheets as needed)*:

C. TRAININGS/SUPPLIES**TOTAL BUDGET AMOUNT**

\$

-

Write a brief narrative justification *(use additional sheets as needed)*:

E. INDIRECT COSTS**TOTAL BUDGET AMOUNT**

\$

-

Write a brief narrative justification *(use additional sheets as needed)*:

I.**TOTAL PROGRAM BUDGET****\$0.00**

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Applicants requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Applicant Name:	Date of Request:
Solicitation Title: Childcare Services for Ryan White Program Eligible Clients in Los Angeles County	Solicitation No.: RFA #2023-003

A **Solicitation Requirements Review** is being requested because the Applicant asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Applicant must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation
Released: _____

Reviewed by: _____

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

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

1. LAWS AFFECTING NONPROFITS

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

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

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

The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

County of Los Angeles Department of Public Health
Childcare Services for Ryan White Program Eligible Clients
in Los Angeles County

BUDGET PREPARATION INSTRUCTIONS
RFA No. 2023-003

A. INTRODUCTION

The budget form must be completed carefully in accordance with the instructions provided below.

B. BUDGET

In the budget form, provide:

- The budget line item that is directly connected to the provision of childcare services; and
- The dollar amount requested for each item.

Please round all annual salaries and line-item amounts requested to the nearest dollar.

Specific instructions for each budget category are as follows:

1. SALARIES

The following must also be entered on to the budget form:

- The hourly rate paid to As-Needed Childcare Workers (rounded to the nearest dollar).
- The anticipated number of hours per year that your Program expects to provide childcare services.
- NOTE: The budget form will automatically multiply the hourly rate for childcare services by the anticipated hours per year your Program expects to provide childcare services to determine the Annual Salary.

2. EMPLOYEE BENEFITS

On the form, select the Employee Benefit percentage rate from the pull-down menu. Employee benefits must not exceed **13%** of the total annual salary for all part-time As-Needed Childcare Workers.

- NOTE: The budget form will automatically multiply the Employee Benefits percentage selected by the Annual Salary to determine the cost of Employee Benefits Total. The budget form will automatically add the cost of Employee Benefits Total to the Annual Salary per year to determine the Total Salary and Employee Benefits per year.

General Benefits for Part-Time Positions

At a minimum, the benefit package for part-time positions must include:

- 1) FICA;
- 2) Unemployment Insurance; and
- 3) Workers Compensation.

Vacation/Holidays/Sick for Part-Time positions

Not applicable.

3. TRAVEL

Not applicable.

4. TRAINING AND SUPPLIES

Training and Supplies should be grouped into two main categories: 1) those that relate to the number of clients being served, such as Child and Baby First Aid/CPR/AED training, and 2) those that do not, such as office supplies.

The following must be entered onto the budget form:

- The amount requested for each Trainings/Supplies budget line item (rounded to the nearest dollar).

NOTE: The budget form will automatically add each Trainings/Supplies line item to determine Total Training and Supplies Expenses. The form will also automatically add the Total Salary and Employee Benefits to the Total Trainings/Supplies Expenses to determine the Total Direct Costs per year.

5. CONSULTANTS

Not applicable.

6. CONTRACTUAL

Not applicable.

7. **OTHER**

Not applicable.

8. **OVERTIME**

Not applicable.

9. **INDIRECT COSTS**

- a. Indirect costs may only be included in the budget for agencies with a current Negotiated Indirect Cost Rate Agreement (NICRA) with a federal agency or a recent auditor-certified indirect cost rate (within the past two years). If an agency is requesting funding for indirect costs, a copy of the NICRA or auditor certification must be submitted with the budget. Please note indirect cost is limited to 15% of the total salaries and employee benefits, regardless of the NICRA. **In addition, the sum of all administrative costs in your budget (including subcontracted agencies administrative costs), both direct and indirect, may not exceed 10% of the total contract schedule funding.**

Enter appropriate indirect cost amount on the budget form. Direct costs are the costs incurred as a direct result of providing a specific service (e.g., salaries and employee benefits). Indirect cost includes costs which are frequently referred to as overhead expenses (for example, general and administrative expenses).

NOTE: The budget form will automatically add the Total Direct Costs per year to the Total Indirect Costs to determine the Total Annual Budget for Childcare Services.