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May 25, 2023

Kelly Colopy, Director
City of Long Beach, Department of Health & Human Services
2525 Grand Avenue
Long Beach, California 90815

36245

Dear Ms. Colopy

FULLY EXECUTED CONTRACT: CONTRACT NO. PH-004606, TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY

Enclosed is your agency’s fully executed contract amendment, Contract No. PH-004606-1. This is the contract between the County of Los Angeles and City of Long Beach, Department of Health & Human Services, for Transportation Services in Los Angeles County to extend the contract for a two-year term effective March 1, 2023 through February 28, 2025. Please note all applicable performance requirements as stipulated in this document.

If you have any questions regarding your contract, please contact Mariana Khachatryan of my staff, at MKhachatryan@ph.lacounty.gov.

Very truly yours,

Monique Collins

Monique Collins, M.P.H., Chief
Contract Administration

MC:mk

R:\CAD\Contract Development and Processing\Development of Contracts\2023\Transportation Yr 33-34 Renewal\Fully Executed\CLB\CLB FE Transportation Letter.docx

Enclosure

cc: Thomas Modica (CLB)
Sine Yohannes

Linda Tatum (CLB)
Paulina Zamudio

Sarady Kong (CLB)

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

CONTRACT

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

Amendment No. 1

THIS AMENDMENT is made and entered into on May 24, 2023,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

CITY OF LONG BEACH,
DEPARTMENT OF HEALTH &
HUMAN SERVICES
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM
CLIENTS IN LOS ANGELES COUNTY" dated August 18, 2021, and further identified
as Contract No. PH-004606, and any Amendments thereto (all hereafter "Contract");
and

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

WHEREAS, on May 12, 2020, the Board of Supervisors delegated authority to the Director of the Department of Public Health (Public Health), or designee, to execute amendments that to extend the term; and

WHEREAS, it is the intent of the parties hereto to amend Contract to extend the term for the period of March 1, 2023 to February 28, 2025, increase the maximum obligation of the County as the result of the extension, for the continued provision of transportation services for eligible Ryan White Program clients, and make other hereafter designated changes, including updating certain terms and provisions and amending exhibits and schedules, and to update the statement of work and budgets; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment is hereby incorporated into the original Contract, and all of its terms and conditions, including capitalized terms defined therein, will be given full force and effect as it fully set forth herein.

2. This Amendment will be effective for the period of March 1, 2023 through February 28, 2025.

3. Exhibit A, STATEMENT OF WORK FOR TRANSPORTATION SERVICES

FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS, will be amended as shown in the document, Exhibit A.1, attached hereto and incorporated herein by reference.

4. Exhibit C, Schedules 4 and 5, BUDGET(S), will be attached hereto and incorporated herein by reference.

5. Exhibit O, COVID 19 Vaccination Certification of Compliance, attached hereto and incorporated herein by reference, will be added to the Contract.

6. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph D, will be added to read as follows:

3. DESCRIPTION OF SERVICES:

"D. Federal Award Information for this Contract is detailed in Exhibit N, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference."

7. Paragraph 4, TERM OF CONTRACT, first subparagraph, will be deleted in its entirety and replaced as follows:

"4. TERM OF CONTRACT:

The term of this Contract will be effective June 1, 2020 and will continue in full force and effect through February 28, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

8. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs G, and H, will be added as follows:

"5. MAXIMUM OBLIGATION OF COUNTY:

G. For the period of March 1, 2023 through February 29, 2024, the maximum obligation of County for all services provided hereunder

will not exceed fifteen thousand dollars (\$15,000), as set forth in Exhibit C, Schedule 4, attached hereto and incorporated herein by reference.

H. For the period of March 1, 2024 through February 28, 2025, the maximum obligation of County for all services provided hereunder will not exceed fifteen thousand dollars (\$15,000), as set forth in Exhibit C, Schedule 5, attached hereto and incorporated herein by reference.”

9. Paragraph 6, INVOICES AND PAYMENT, will be deleted in its entirety and replaced as follows:

“6. INVOICES AND PAYMENT:

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

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

C. Invoices shall be submitted electronically to County within thirty (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. County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Invoices shall be submitted electronically to the Public Health Division of HIV and STD Programs (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. The report 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 the Contractor.

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

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

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 shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

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

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

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

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

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

10. Paragraph 10, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, will be deleted in its entirety and replaced as follows:

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

11. Paragraph 12, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, will be deleted in its entirety and replaced as follows:

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

INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract.

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

A. Evidence of Coverage and Notice to County:

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

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

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

Certificates shall provide the full name of each insurer providing

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

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

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

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

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or

any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation

or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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

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

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss

arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

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

I. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall 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 shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall

be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

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

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required

Insurance provisions, conditioned upon County's determination of changes in risk exposures."

12. Paragraph 13, INSURANCE COVERAGE REQUIREMENTS, will be deleted in its entirety and replaced as follows:

"13. INSURANCE COVERAGE REQUIREMENTS:

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

General Aggregate: \$2 Million

Products/Completed Operations Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

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

C. Workers Compensation and Employers' Liability: Contractor shall 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 shall 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. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than 3 years following this Contract's expiration, termination or cancellation.

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

13. Paragraph 16, RECORD RETENTION AND AUDITS, will be deleted in its entirety and replaced as follows:

"16. RECORD RETENTION AND AUDITS:

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

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

<http://publichealth.lacounty.gov/cq/docs/AuditorControllerContractinganAdminHB.pdf>

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

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

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

(2) A General Ledger.

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

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

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

contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

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

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

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

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the 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 this Contract is in effect. The audit shall be in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period.

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

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

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 shall provide Contractor with at least 10 working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

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

County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

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

(II) 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.

(III) If within 30 calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

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

(V) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only. Regardless of the amount of costs incurred by Contractor, in no event will the County pay or is obligated to pay Contractor more than the fees for the units of service provided up to the contract maximum obligation.

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

14. Paragraph 18A, CONTRACTOR'S CHARITABLE ACTIVITIES

COMPLIANCE, will be deleted in its entirety and replaced as follows:

"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 Contractors to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

15. Paragraph 18D, WHISTLEBLOWER PROTECTIONS, Subparagraph A, will be deleted in its entirety and replaced as follows:

"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."

16. Paragraph 18N, DHSP GRIEVANCE PROGRAM, will be deleted in its entirety and replaced as follows:

"18N. 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 shall

send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received and request to investigate and provide specific information.

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

(3) CUSTOMER SERVICE PROGRAM POSTERS:

Customer Service Program posters will be provided to Contractor which contains 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. Contractor shall ensure that staff, as well as clients/patients know the purpose of the DHSP Customer Service Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Customer

Service Program."

17. Paragraph 180, CHILD/ELDER ABUSE/FRAUD REPORT, will be deleted in its entirety and replaced as follows:

"180. CHILD/ELDER ABUSE/FRAUD REPORT:

A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by 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 (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

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

18. Paragraph 19, CONSTRUCTION, will be deleted in its entirety from this Contract.

19. Paragraph 22, NOTICES, Subparagraph A, will be deleted in its entirety and replaced as follows:

"22. NOTICES:

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

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Contracts and Grants Division
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, California 90022

Attention: Division Chief

20. Paragraph 24, ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

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

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

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

21. Paragraph 28, COMPLIANCE WITH APPLICABLE LAW, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"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."

22. Paragraph 29, COMPLIANCE WITH CIVIL RIGHTS LAW, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"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 will comply with Exhibit D – Contractor's EEO Certification."

23. Paragraph 33, CONSIDERATION OF HIRING GAIN/GROW

PARTICIPANTS, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"33. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov and the Department of Workforce Development, Aging and Community Services at bservices@wdacs.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

24. Paragraph 35, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"35. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information as to how to receive the poster can be found on the Internet at:

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

25. Paragraph 37, COUNTY'S QUALITY ASSURANCE PLAN, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"37. 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."

26. Paragraph 42, DATA ENCRYPTION, of the ADDITIONAL PROVISIONS, will be deleted in its entirety from this Contract.

27. Paragraph 43, FACSIMILE REPRESENTATION, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

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

28. Paragraph 46, CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"46. 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."

29. Paragraph 51, NONDISCRIMINATION IN SERVICES, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"51. NONDISCRIMINATION AND AFFIRMITIVE 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 the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the 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.”

30. Paragraph 52, NONDISCRIMINATION IN EMPLOYMENT, of the ADDITIONAL PROVISIONS, will be deleted in its entirety from this Contract.

31. Paragraph 57, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

“57. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/> for printing purposes.”

32. Paragraph 60, PUBLIC RECORDS ACT, of the ADDITIONAL PROVISIONS, Subparagraph A, will be amended to read as follows:

"60. 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 7921.000 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."

33. Paragraph 65, SOLICITATION OF BIDS OR PROPOSALS, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"65. 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.”

34. Paragraph 70, TERMINATION FOR DEFAULT, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

“70. 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 Paragraph 8.43.2 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.”

35. Paragraph 71, TERMINATION FOR IMPROPER CONSIDERATION, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

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

The Contractor must immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report

must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.”

36. Paragraph 76, UNLAWFUL SOLICITATION, of the ADDITIONAL PROVISIONS, will be deleted in its entirety from this Contract.

37. Paragraph 82, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES, of the ADDITIONAL PROVISIONS will be deleted in its entirety and replaced as follows:

“82. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES: Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor’s violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.”

38. Paragraph 85, COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL, will be added as a new provision to read as follows:

“85. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL:

A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, “Contractor

Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners (“County workforce members”), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, “In-Person Services”).

B. Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).

C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (“Vaccination Record Card”); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (“QR”) code that when

scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH) vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

2. Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit O (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.”

39. Paragraph 86, INJURY AND ILLNESS PREVENTION PROGRAM, will be added as a new provision to read as follows:

“86. INJURY AND ILLNESS PREVENTION PROGRAM: Contractor will be 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.”

40. Except for the changes set forth hereinabove, Contract will not be changed in any respect by this Amendment.

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

COUNTY OF LOS ANGELES

By Barbara Ferrer
Barbara Ferrer (May 24, 2023 17:22 PDT)
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LONG BEACH, DEPARTMENT
OF HEALTH & HUMAN SERVICES
Contractor

By Thomas B. Modica
Signature

Thomas B. Modica
Printed Name

Title City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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

APPROVED AS TO FORM
May 2, 2023
DAWN MCINTOSH, City Attorney
By Taylor M. Anderson
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By Lisa Delgadillo
Lisa Delgadillo (May 24, 2023 14:34 PDT)
Contracts and Grants Division Management

#06860.kg

EXHIBIT A.1

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

AMENDMENT TO STATEMENT OF WORK FOR TRANSPORTATION SERVICES FOR ELIGIBLE RYAN WHITE PROGRAM CLIENTS IN LOS ANGELES COUNTY

1. Exhibit A, Paragraph 1.0, DESCRIPTION, Subparagraph 1.3 will be deleted in its entirety and replaced as follows:

"1.3 Eligibility Requirements for Funding of Transportation

Coordination

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

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

EX.A.1- 1 -

costs of these units of transportation/rides for transportation coordination activities."

2. Exhibit A, Paragraph 3.12, SCREEN FOR RYAN WHITE PROGRAM ELIGIBILITY, will be deleted in its entirety and replaced as follows:

"3.12 Screen for Ryan White Program Eligibility

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

3.12.1 Annually, contractor must verify the availability of client health insurance coverage (e.g., Medi-Cal, private, Medicare, etc.)."

3. Exhibit A, Paragraph 8.0, HOURS/DAYS OF WORK, will be deleted in its entirety and replaced as follows:

"8.0 HOURS/DAYS OF WORK

The Contractor will provide HIV testing and linkage to medical services for HIV-positive testers during the hours that are the most

EX.A.1- 2 -

effective and convenient for the target population. Hours may be the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also include alternate hours such as evenings, late nights, and weekends. Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Cesar Chavez Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Indigenous Peoples' Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day. "

SCHEDULE 4

**CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES
TRANSPORTATION FOR RWP ELIGIBLE CLIENTS**

Budget Period
March 1, 2023
Through
February 29, 2024

TRANSPORTATION SERVICES	
	AMOUNT
Total Maximum Obligation	\$15,000
Vehicle Rideshare	\$0
Metro Tap Cards	\$10,800
Taxicab Vouchers	\$4,200

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 5

**CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES
TRANSPORTATION FOR RWP ELIGIBLE CLIENTS**

Budget Period
March 1, 2024
Through
February 28, 2025

TRANSPORTATION SERVICES	
	AMOUNT
Total Maximum Obligation	\$15,000
Vehicle Rideshare	\$0
Metro Tap Cards	\$10,800
Taxicab Vouchers	\$4,200

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

TRANSPORTATION FOR RWP ELIGIBLE CLIENTS

SERVICE GOALS

TABLE 3

March 1, 2023 through February 29, 2024

Annual Number of RWP clients to receive transportation services by modality

Transportation Modality	# of RWP Clients
Metro Bus	450
Taxi Service	70
Ride Share	0
TOTAL	520

**CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES
TRANSPORTATION FOR RWP ELIGIBLE CLIENTS
SERVICE GOALS**

TABLE 3

March 1, 2024 through February 28, 2025

Annual Number of RWP clients to receive transportation services by modality.

Transportation Modality	# of RWP Clients
Metro Bus	450
Taxi Service	70
Ride Share	0
TOTAL	520



Recipient Information (i)	
1. Recipient Name	City of Long Beach Department of Health and Human Services
2. Vendor Customer Code (VCC)	061865
3. Employer Identification Number (EIN)	95-6000733
4. Recipient's Unique Entity Identifier (ii) Data Universal Numbering System (DUNS)(www.SAM.gov)	P43FW2K6F7Z9
5. Award Project Title	Transportation Services for Eligible Ryan White Program Clients in Los Angeles County
6. Project Director or Principal Investigator	<p>Name: Kelly Colopy</p> <p>Title: Director of Health & Human Services</p> <p>Address: 2525 Grand Avenue Long Beach, CA 90815</p> <p>E-mail: kellycolopy@longbeach.gov</p>
7. Authorized Official	<p>Name: Marina Ohson-Smorick</p> <p>Title: HIV Care & Prevention Director 12525 Grand Avenue Long Beach, CA 90815</p> <p>E-mail: marina.ohlson-smorick@longbeach.gov</p>
County Department Information (xi)	
8. County Department Contact Information	<p>Name: Sine Yohannes</p> <p>Title: Chief, Financial Services, DHSP</p> <p>Address: 600 S. Commonwealth Ave. 10th Fl. Los Angeles, CA 90005</p> <p>E-mail: syohannes@ph.lacounty.gov</p>
9. Program Official Contact Information	<p>Name: Mario J. Pérez, MPH</p> <p>Title: Director, DHSP</p> <p>Address: 600 S. Commonwealth Ave., 10th Fl. Los Angeles, CA 90005</p> <p>E-mail: mjperez@ph.lacounty.gov</p>


Federal Award Information (www.saspending.gov)	
10. Federal Award Number (i)	5-H89HA00016-33-00
11. Federal Award Date (iv)	January 18, 2023
12. Unique Federal Award Identification Number (FAIN)	H8900016
13. Name of Federal Awarding Agency (xi)	HIV Emergency Relief Project Grants
14. Federal Award Project Title (x)	Health Resources and Services Administration (HRSA)
15. Assistance Listing Number (xii)	93.914
16. Assistance Listing Program Title (xii)	HIV Emergency Relief Project Grants
17. Is this Award R&D? (xiii)	No

Summary Federal Subaward Financial Information		
18. Budget Period Start Date (vi):	March 1, 2023	End Date: February 28, 2025
19. Total Amount of Federal Funds Obligated by this Action (vii)		\$ 30,000
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)		\$ 30,000
25. Projected Performance Period Start Date (v):	March 1, 2023	End Date: February 28, 2025
26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period		\$ 30,000

27. Authorized Treatment of Program Income

28. County Program Officer Signature

Name: Mario J. Pérez
Title: Director, DHSP



 Signature/Date

29. Remarks

Contract # PH 004606
3/1/23- 2/29/24
Transportation Services for RWP Eligible Clients
Schedule 4 - \$ 15,000 (Part A)

Contract # PH-004606
3/1/24- 2/28/25
Transportation Services for RWP Eligible Clients
Schedule 5 - \$ 15,000 (Part A)

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION

Released March 13, 2022, Version 2.0

(Already on file)

Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor’s compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the “Ordinance”). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, _____, on behalf of _____, (the “Subrecipient”), certify that on County Contract Select One

_ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

_ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The

Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature _____

Date _____

Title

Company/Contractor Name