

Contract No. PH-003753



35421
CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CITY OF LONG BEACH

FOR

CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH
HIV

2010-01-01 10:30:10

**DEPARTMENT OF PUBLIC HEALTH
CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV**

Paragraph	TABLE OF CONTENTS	Page
<u>CONTRACT BODY (CB)</u>		
1.	Applicable Documents.....	2
2.	Definitions.....	3
3.	Description of Services.....	3
4.	Term of Contract.....	4
5.	Maximum Obligation of County.....	4
6.	Invoices and Payment.....	6
7.	Funding/Services Adjustments and Reallocations.....	9
8.	Alteration of Terms/Amendments.....	11
9.	Confidentiality.....	12
10.	County Employees' Right of First Refusal and Contractor's Offers of Employment.....	14
11.	Indemnification.....	15
12.	General Provisions for all Insurance Coverages.....	15
13.	Insurance Coverage Requirements.....	20
14.	Ownership of Materials, Software, and Copyright.....	22
15.	Publicity.....	23
16.	Record Retention and Audits.....	24
17.	Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying.....	31
UNIQUE TERMS AND CONDITIONS		
18A.	Contractor's Charitable Activities Compliance.....	32
18B.	Contractor's Exclusion from Participation in a Federally Funded Program.....	32
18C.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76).....	33
18D.	Whistleblower Protections.....	33
18E.	Liquidated Damages.....	35

18F. Data Destruction	36
18G. People with HIV/AIDS Bill of Rights and Responsibilities	37
18H. Guidelines for Staff Tuberculosis Screening	38
18I. Clinical Quality Management	38
18J. Clinical Quality Management Plan	39
18K. Participation in DHSP Clinical Quality Management Program	42
18L. DHSP Grievance Program.....	43
19. Construction	45
20. Conflict of Terms	45
21. Contractor's Offices	45
22. Notices	45

ADDITIONAL PROVISIONS (AP)

23. Administration of Contract	46
24. Assignment and Delegation/Mergers or Acquisitions.....	47
25. Authorization Warranty	49
26. Budget Reduction	49
27. Contractor Budget and Expenditures Reduction Flexibility	49
28. Complaints.....	50
29. Compliance with Applicable Law	51
30. Compliance with Civil Rights Law.....	52
31. Compliance with the County's Jury Service Program	52
32. Compliance with County's Zero Tolerance Human Trafficking Policy.....	54
33. Conflict of Interest.....	55
34. Consideration of Hiring Gain/Grow Participants	56
35. Contractor Responsibility and Debarment	56
36. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	59
37. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	59
38. County's Quality Assurance Plan	60
39. Service Delivery Site – Maintenance Standards.....	61

40. Rules and Regulations.....	61
41. Damage to County Facilities, Buildings or Grounds.....	61
42. Employment Eligibility Verification	62
43. Data Encryption	62
44. Facsimile Representations	64
45. Fair Labor Standards	64
46. Fiscal Disclosure	64
47. Contractor Performance During Civil Unrest or Disaster	65
48. Governing Law, Jurisdiction, and Venue	65
49. Health Insurance Portability and Accountability Act of 1996 (HIPAA).....	65
50. Independent Contractor Status.....	65
51. Licenses, Permits, Registrations, Accreditations, and Certificates	66
52. Nondiscrimination in Services.....	67
53. Nondiscrimination in Employment	68
54. Non-Exclusivity	70
55. Notice of Delays	70
56. Notice of Disputes	71
57. Notice to Employees Regarding the Federal Earned Income Credit	71
58. Notice to Employees Regarding the Safely Surrendered Baby Law.....	71
59. Prohibition Against Inducement or Persuasion.....	71
60. Prohibition Against Performance of Services While Under the Influence.....	71
61. Public Records Act	72
62. Purchases.....	72
63. Real Property and Business Ownership Disclosure	74
64. Reports	76
65. Recycled Content Bond Paper	77
66. Solicitation of Bids or Proposals	77
67. Staffing and Training/Staff Development	77
68. Subcontracting.....	78
69. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	81

70. Termination for Convenience.....	81
71. Termination for Default	82
72. Termination for Gratuities and/or Improper Consideration	83
73. Termination for Insolvency.....	84
74. Termination for Non-Appropriation of Funds.....	85
75. No Intent to Create a Third Party Beneficiary Contract.....	85
76. Time Off for Voting.....	85
77. Unlawful Solicitation.....	85
78. Validity	86
79. Waiver.....	86
80. Warranty Against Contingent Fees	86
81. Warranty of Compliance with County's Defaulted Property Tax Reduction Program	87
82. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	87
83. Compliance with Fair Chance Employment Practices.....	87
84. Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	87
85. Compliance with the County Policy of Equity.....	88

STANDARD EXHIBITS

- Exhibit A – Statement of Work
- Exhibit B – Budget(s)
- Exhibit C – Contractor's EEO Certification
- Exhibit D – County's Administration
- Exhibit E – Contractor's Administration
- Exhibit F – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G – Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

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

STANDARD ATTACHMENTS

- Attachment I – Service Delivery Site Questionnaire
- Table 2 – Service Goals by Site
- Attachment 1 – HIV Ambulatory Outpatient Medical (AOM) Services Reimbursement Guidelines and Performance Measures
- Attachment 2 – Tuberculosis Screening, Evaluation, and Treatment Guidelines for HIV Positive Persons
- Attachment 3 – Screening for Sexually Transmitted Diseases
- Attachment 4 – Ryan White Program Eligibility Documentation and Verification
- Attachment 5 – Verification of Qualifications: HIV Specialist Form

**DEPARTMENT OF PUBLIC HEALTH
CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV
CONTRACT
35421**

THIS CONTRACT is made and entered into this 18th
day of November, 2019,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CITY OF LONG BEACH
(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 February 26, 2019, the Board delegated authority for the County's Director of the Department of Public Health (DPH), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for Core HIV Medical Services for Persons Living with HIV to preserve and protect the public's health; and

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

WHEREAS, County has established Division of HIV and STD Programs (hereafter "DHSP") under the administrative direction of County's Department of Public Health (hereafter "DPH"); 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, 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, Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules; regulations; policies; procedures of the funding source, governing administration, and fiscal authorities; and all applicable law; and

WHEREAS, this Agreement is funded by 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, Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide Core HIV Medical Services for Persons Living with HIV 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.

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 – County’s Administration
- Exhibit E – Contractor’s Administration
- Exhibit F – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

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

Standard Attachments

- Attachment I – Service Delivery Site Questionnaire
- Table 2 – Service Goals by Site
- Attachment 1 – HIV Ambulatory Outpatient Medical (AOM) Services Reimbursement Guidelines and Performance Measures
- Attachment 2 – Tuberculosis Screening, Evaluation, and Treatment Guidelines for HIV Positive Persons
- Attachment 3 – Screening for Sexually Transmitted Diseases
- Attachment 4 – Ryan White Program Eligibility Documentation and Verification
- Attachment 5 – Verification of Qualifications: HIV Specialist Form

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

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

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

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

4. TERM OF CONTRACT:

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

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

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective March 1, 2019 through February 29, 2020, the maximum obligation of County for all services provided hereunder shall not exceed one hundred twenty-three thousand, nineteen dollars (\$123,019), as set forth in Exhibit B, Schedules 1 and 2, attached hereto and incorporated herein by reference.

B. Effective March 1, 2020 through February 28, 2021, the maximum obligation of County for all services provided hereunder shall not exceed one hundred

twenty-three thousand, nineteen dollars (\$123,019), as set forth in Exhibit B, Schedules 3 and 4, attached hereto and incorporated herein by reference.

C. Effective March 1, 2021 through February 28, 2022, the maximum obligation of County for all services provided hereunder shall not exceed one hundred twenty-three thousand, nineteen dollars (\$123,019), as set forth in Exhibit B, Schedules 5 and 6, attached hereto and incorporated herein by reference.

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

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

F. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

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

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

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

D. While payments shall be made in accordance with the fee-for-service rate(s) set out in the Budget(s) attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the Budget(s), Contractor shall be reimbursed only for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and

documented costs. Regardless of the amount of costs incurred by Contractor, in no event will the County pay or is obligated to pay Contractor more than the fees for the units of service provided up to the Contract maximum obligation.

E. Billings shall be submitted directly to the DPH Division of HIV and STD Programs (DHSP), Financial Services Division at 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005.

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

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

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

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

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

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

H. Withholding Payment:

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

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

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted

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

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

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

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

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to thirty-five

percent (35%) 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 thirty-five percent (35%) 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, up to an adjustment between all budget categories, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

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

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

8. ALTERATION OF TERMS/AMENDMENTS:

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

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

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

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to thirty-five percent (35%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to thirty-five percent (35%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

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

9. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

10. COUNTY EMPLOYEES'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S

OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

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

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

Renewal Certificates shall be provided to County not less than 10 calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain

complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health
Contract Monitoring Division
1000 South Fremont Avenue, Unit #102
Building A-9, 5th Floor North
Alhambra, California 91803
Attention: Chief Contract Monitoring Unit

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

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

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

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 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 affect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and

such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

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

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

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

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad

as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

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

13. INSURANCE COVERAGE REQUIREMENTS:

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

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than one million dollars (\$1,000,000)

for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim

and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

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

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

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

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 2019 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall

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

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

16. RECORD RETENTION AND AUDITS:

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

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

Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

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

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

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

(2) A General Ledger.

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

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

the executive director of the program, if such executive director provides services claimed under this Contract.

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

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

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

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

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

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB)

Circular Number A-133. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period.

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

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

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

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

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

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

H. Audit Settlements:

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

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

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

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

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

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

under this Contract also fully comply with all such certification and disclosure requirements.

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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

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

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

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

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and

contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

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

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

grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.

18E. LIQUIDATED DAMAGES:

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

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the

Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

18F. DATA DESTRUCTION:

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

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

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or

external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states:

unusable, unreadable, and indecipherable.

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

18G. 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) document. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

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

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

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

Annual tuberculin screening shall be done for each employee, volunteer, subcontractor and consultant providing services hereunder on or before the 12-month period ends from the last screening date. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test screening test, Tuberculin Sensitivity Test, Pirquet test, or PPD test for Purified Protein Derivative) or blood test (Quaniferon, IGRA, or T-spot) and if positive a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray prior to resuming job duties.

18I. CLINICAL QUALITY MANAGEMENT: Contractor shall implement a Clinical Quality Management (CQM) program, pursuant 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 at 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.

18J. CLINICAL QUALITY MANAGEMENT PLAN: Contractor shall implement its CQM program based on a written CQM plan. Contractor shall develop one agency-wide CQM plan that encompasses, at a minimum, all HIV/AIDS care services. Contractor shall submit its written CQM plan to DHSP within 60 days of the receipt of this fully executed Contract.. The plan shall be reviewed and updated as needed by the agency's CQM committee, and 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 Quality Improvement (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 or more performance measures per HRSA RWHAP expectations for clinical quality management programs. Contractor is encouraged to select performance measures from HRSA's HIV/AIDS Bureau Performance Measure Portfolio (<https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>). Contractor may request technical assistance from DHSP CQM Program staff for 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 measures 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 (CQII) 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 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.

18K. PARTICIPATION IN DHSP CLINICAL QUALITY MANAGEMENT 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 routine and/or ad-hoc reports of relevant CQM program activities as directed by DHSP.

18L. DHSP GRIEVANCE PROGRAM:

A. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have five ways to contact DHSP about their complaints or concerns:

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

B. Grievance Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The Grievance Line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voicemail and followed up on

the next business day. The Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance-Management:

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

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

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

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

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

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

21. CONTRACTOR'S OFFICES: Contractor's office is located at 2525 Grand Avenue, Long Beach, California 90815. Contractor's business telephone number is (562) 570-4016, facsimile (FAX) number is (562) 570-4049, and electronic mail (e-mail) address is kelly.colopy@longbeach.gov. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least 10 calendar days prior to the effective date(s) thereof.

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

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005

Attention: Project Director

- (2) Department of Public Health
Contracts and Grants Division
1000 S. Fremont Avenue, Unit #101
Building A-9 East, 5th Floor North
Alhambra, California 91803

Attention: Division Chief

- B. Notices to Contractor shall be addressed as follows:

- (1) City of Long Beach
2525 Grand Avenue
Long Beach, California 90815

Attention: Kelly Colopy, Director Department of Health & Human Services

23. ADMINISTRATION OF CONTRACT:

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

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

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

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as

determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

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

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

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

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

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

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

D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person

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

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

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

27. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 10

calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

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

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

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

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

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

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

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

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

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

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

29. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County.

Notwithstanding the preceding sentence, County shall have the right to participate in

any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

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

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

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the

Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

32. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

POLICY:

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

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

33. CONFLICT OF INTEREST:

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

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

relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

34. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS: Should the Contractor require additional or replacement personnel after the effective date of this Contract, to the degree permitted by Contractor's current employment policies and agreement with its collective bargaining units, 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 to obtain a list of qualified GAIN/GROW job candidates.

35. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

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

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

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

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

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

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and

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

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

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

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

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

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in

order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

38. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

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

41. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

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

42. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

43. DATA ENCRYPTION:

A. Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in the Health

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

B. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

C. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application- Specific Key Management Guidance.

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

E. Certification: The County must receive within 10 business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in

accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 43 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

44. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five working days.

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

46. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within 10 calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of

such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

47. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

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

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

50. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the

Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages; unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

51. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND

CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each

license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

52. NONDISCRIMINATION IN SERVICES:

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

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

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

53. NONDISCRIMINATION IN EMPLOYMENT:

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

requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

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

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

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours

in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

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

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

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

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

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

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

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

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

60. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee, physician, subcontractor or independent contractor performs services while under the influence of any alcoholic beverage,

medication, narcotic, or other substance that might impair his/her physical or mental performance.

61. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

62. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in

acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

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

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

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

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director, or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

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

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

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

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

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

preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

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

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

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

Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

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

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

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

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

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

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

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

68. SUBCONTRACTING:

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

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

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

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

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

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

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

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

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

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability,

damages, costs, or expenses, arising from or related to County's exercising of such a right.

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

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

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

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

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

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

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

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

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

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

Contractor shall:

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

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

Contractor for a period of seven years after final settlement under this Contract, in accordance with Paragraph 16, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

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

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

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

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

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

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

72. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION:

County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect

to the award, amendment or extension of the Agreement or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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

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

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

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

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

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

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

Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

77. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section

6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

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

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

80. WARRANTY AGAINST CONTINGENT FEES:

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

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

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

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

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

82. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 81, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

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

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/

contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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


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

D. At any time during the duration of the 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 DPH, shall decide whether to approve exemption requests.

85. COMPLIANCE WITH THE COUNTY 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 the contractor to termination of contractual agreements as well as civil liability.

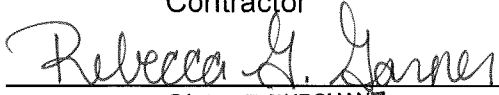
IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by its Director of Public Health, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

CITY OF LONG BEACH

Contractor

By 

Signature
PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.


for TOM MODICA
Printed Name

Title ACTING CITY MANAGER
(AFFIX CORPORATE SEAL)

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By 
Patricia Gibson, Chief
Contracts and Grants Division

APPROVED AS TO FORM
October 21, 2019
CHARLES PARKIN, City Attorney

By 
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

with charges

EXHIBIT A

STATEMENT OF WORK

AMBULATORY OUTPATIENT MEDICAL (AOM) SERVICES

EXHIBIT A, STATEMENT OF WORK, AOM SERVICES

TABLE OF CONTENTS

SECTION	TITLE	PAGE
<u>1.0</u>	<u>DESCRIPTION</u>	1
1.1	DHSP Program Goal and Objectives.....	1
<u>2.0</u>	<u>DEFINITIONS</u>	2
<u>3.0</u>	<u>SPECIFIC WORK REQUIREMENTS</u>	3
3.1	Provide and Coordinate HIV-Positive Client Medical Care.....	3
3.2	Conduct Client Intake and Benefits Screening.....	6
3.3	Provide Strong Linkages to Care.....	7
3.4	Re-Engage and Retain Clients in Care.....	8
3.5	Promote Services and Assess Client Satisfaction.....	9
3.6	Comply with Applicable Laws and Regulations.....	9
3.7	Comply with and Maintain Administrative Procedures and Operational Protocol.....	10
<u>4.0</u>	<u>ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS</u>	12
<u>5.0</u>	<u>CLINICAL QUALITY MANAGEMENT PROGRAM</u>	12
<u>6.0</u>	<u>COUNTY'S QUALITY ASSURANCE PLAN</u>	12
<u>7.0</u>	<u>RESPONSIBILITIES</u>	12
7.1	Personnel.....	12
7.2	Contractor Requirements.....	13
7.3	Personnel.....	14
7.4	Training of Contractor's Staff.....	16
7.5	Approval of Contractor's Staff and Subcontractors.....	16
7.6	Staff Retention Policies and Procedures.....	17
7.7	Uniforms/Identification Badges.....	17
7.8	Materials, Supplies and/or Equipment.....	17
7.9	Contractor's Office.....	18
7.10	Guidelines on Materials Review.....	19
7.11	County's Data Management System.....	20
7.12	People with HIV/AIDS Bill of Rights and Responsibilities.....	20
7.13	Emergency Medical Treatment.....	20

7.14 County's Commission on HIV	20
7.15 Ryan White Service Standards	21
7.16 Screen for RWP Eligibility Prior to Provision of Services.....	22
7.17 Partner Services Referrals.....	23
7.18 Provide Culturally Appropriate and Linguistically Competent Services.....	24
<u>8.0 HOURS/DAY OF WORK</u>	<u>24</u>
<u>9.0 WORK SCHEDULES.....</u>	<u>25</u>

1.0 DESCRIPTION

The County of Los Angeles (County), Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) Ambulatory Outpatient Medical (AOM) Services provide evidence-based preventive, diagnostic, and therapeutic HIV medical services through outpatient medical visits by licensed health care professionals to Ryan White Program (RWP) eligible HIV-positive clients. AOM Services are expected to interrupt or delay the progression of HIV disease; prevent and treat opportunistic infections; promote optimal health and quality of life; and reduce further HIV transmission by providing clients the education and support for appropriate risk reduction strategies.

DHSP supports AOM Services using federal Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA), RWP Part A funds. AOM service providers (Contractors) shall provide AOM Services *as a last resort* for clients who are ineligible to receive HIV medical care services reimbursed by another third-party payer source.

To determine whether clients are eligible for third-party payer sources or other available payment assistance programs, Contractor shall conduct benefits screening as a part of delivering AOM Services, including assisting clients in benefits enrollment and billing third-party payer sources for client services, where possible. Third-party payer sources should include available public payer sources including, but not limited to Medicare, Medi-Cal, and the Veteran's Administration. Additionally, private insurance plans, including those provided by employers or purchased by an individual, must be utilized prior to the Contractor accessing RWP funds to support any or all of the client's AOM Services.

AOM Services will be reimbursed at a set rate of \$312.40 per visit, with the opportunity to earn up to an additional \$63.00 per visit based on performance on the AOM pay-for-performance measures in the prior contract year (see Reimbursement Guidelines and Performance Measures in Attachment 1). As part of the provision of AOM Services, Contractor must also concurrently provide, as needed, Medical Care Coordination (MCC) Services to its population of HIV-positive clients. MCC Services must be Co-located with AOM Services.

1.1 DHSP Program Goal and Objectives

The DHSP goals and objectives for AOM Services are described in Table 1.

TABLE 1 - AMBULATORY OUTPATIENT MEDICAL GOALS AND OBJECTIVES	
PRIMARY GOAL	<i>Improve individual-level health outcomes and well-being of persons living with HIV and prevent transmission of HIV.</i>
AOM GOALS	<ol style="list-style-type: none"> 1. Interrupt or delay the progression of HIV disease. 2. Promote optimal health and quality of life. 3. Reduce HIV transmission by supporting risk reduction strategies.
OBJECTIVES	<ol style="list-style-type: none"> A. Provide medical services to a minimum of 75 HIV-positive clients annually. B. Prevent and treat opportunistic infections. C. Maintain viral load suppression (viral load less than 200 copies/mL) among all HIV-positive clients. D. Increase knowledge and practice of risk reduction strategies.

2.0 DEFINITIONS

- 2.1 **Ambulatory Outpatient Medical (AOM) Services:** Evidence-based preventative, diagnostic, and therapeutic medical services provided through outpatient medical clinics by California-licensed health care professionals to persons living with HIV (PLWH) in an outpatient clinic setting.
- 2.2 **Co-located:** Services located in the same building where there is a high degree of collaboration and communication between health care professionals, including information sharing related to client care and establishment of comprehensive treatment plans to address clients' biological, psychological, and social needs.
- 2.3 **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.
- 2.4 **Contractor's Project Manager:** Contractor's designee responsible to administer the Contract operations and to liaise with the County after the Contract award.

- 2.5 **County's Project Director:** Person designated by County with authority to resolve contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. Responsible for managing inspection of all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Medical Care Coordination (MCC) Services:** A multi-disciplinary team consisting of two (2) or more of the following: A Medical Care Manager (MCM), Patient Care Manager (PCM), Case Worker (CW) and Retention Outreach Specialist (ROS) who work together to facilitate behavioral interventions, conduct outreach, and coordinate support services to promote improved health outcomes for PLWH. MCC Services team members deliver client-centered activities that focus on addressing health status, engagement and retention in care, adherence to HIV medications, and HIV risk reduction.
- 2.10 **Partner Services (PS):** A voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners (NP) are offered HIV testing, and if necessary, linkages to medical treatment and care, referrals to appropriate health and social services and the provision of appropriate HIV risk reduction intervention based on the NP need.

3.0 SPECIFIC WORK REQUIREMENTS

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

3.1 Provide and Coordinate HIV-Positive Client Medical Care

- 3.1.1 Provide AOM Services to RWP eligible clients. Provide evidence-based preventive, diagnostic and therapeutic medical services through outpatient medical visits by California licensed health care

professionals to RWP eligible clients at clinic location(s) in Los Angeles County. General services to be provided include, but are not limited to:

- a) Medical evaluation and clinical care;
- b) AIDS Drug Assistance Program (ADAP) enrollment services;
- c) Laboratory testing including disease monitoring, STD testing, and other clinically indicated tests;
- d) Linkage and referrals to medical subspecialty care, oral health, medical care coordination, mental health care, and other service providers;
- e) Secondary HIV prevention in the ambulatory outpatient setting; and
- f) Retention of clients in medical care.

3.1.2 Provide eligible RWP clients a minimum of two (2) medical visits annually, with a maximum of three hundred thirty (330) medical visits annually as described in Table 2, Service Goals by Site. Contractor must provide annually, at a minimum, two (2) medical visits, at least three (3) months apart, between the client and a licensed, primary health care professional. At a minimum, Contractor must document in the medical record the following components:

- a) Client medical history
- b) Complete physical examination
- c) Medical evaluation
- d) Discussion with client regarding nature of presenting problem
- e) Client counseling
- f) With client consent, counseling or discussion with the client/family concerning one (1) or more of the following areas:
 - I. Diagnostic results
 - II. Prognosis
 - III. Risks and benefits of treatment options
 - IV. Instructions for treatment management
 - V. Risk factor reduction
 - VI. Client/family education

- g) Health maintenance examinations and labs at appropriate intervals per the Department of Health and Human Services (DHHS) federally approved HIV/AIDS medical practice guidelines and depending on comorbidities
- h) Screening for tuberculosis (TB)
- i) Screening and treatment for sexually transmitted infections
- j) Gynecologic evaluation and cervical cancer screening per DHHS guidelines
- k) Age appropriate immunizations per DHHS guidelines
- l) Rapid initiation of antiretroviral drugs for newly diagnosed patients at first visit (even before genotype returns)
- m) Prescription and management of antiretroviral drugs
- n) Screening by the provider for dental and nutrition related issues and referral as indicated
- o) Referral to medical subspecialty care, as indicated
- p) Substance use disorder assessment and, as indicated, referral for treatment
- q) Mental health assessment and, as indicated, referral for treatment

3.1.3 Provide nursing care. Contractor must provide primary HIV nursing care performed by a registered nurse which shall include, but not be limited to:

- a) Nursing assessment, evaluation, and follow-up
- b) Triage
- c) Consultation and ongoing communication with the primary health care professional
- d) Client counseling
- e) Client and family education
- f) Administration and supervision of intravenous therapy
- g) Provision of those services which require substantial specialized nursing skill
- h) Initiation of appropriate preventive nursing procedures
- i) Case conferencing

3.1.4 Prescribe medications. Contractor must provide medications, as indicated, including, but not limited to, all currently approved drugs for HIV disease, HIV disease-related conditions, and co-morbidities in accordance with the Food and Drug Administration drug approval

guidelines, unless the drug treatment is part of an Institutional Review Board-approved research program with written informed consent.

- 3.1.5 Provide STD screening and treatment. Contractor must conduct screening and treatment for STD in accordance with the procedures set forth in Attachment 3 (Screening for Sexually Transmitted Diseases) , Statement of Work, AOM Services.
- 3.1.6 Provide TB screening. Contractor shall conduct TB and latent TB infection (LTBI) screening in accordance with the procedures set forth in Attachment 2 (Tuberculosis Screening, Evaluation & Treatment Guidelines for HIV-Positive Persons). of this Appendix Statement of Work, AOM Services.
- 3.1.7 Deliver reproductive counseling and information to HIV-positive persons. Contractor shall ensure that women of reproductive age and men, as appropriate, shall receive contraceptive counseling, discussion of risk associated with perinatal HIV transmission and availability of antiretroviral therapy for treatment of HIV to prevent perinatal transmission, pre-exposure prophylaxis for HIV-negative partner, and other services. Contractor shall also ensure that HIV-positive women who are pregnant are referred to a center that specializes in HIV care in pregnancy that includes a perinatologist that is experienced in the care of HIV-positive pregnant women.
- 3.1.8 Provide gender affirming care. Contractor shall ensure their clinic environment and staff are inclusive and affirming of all LGBTQ+ people. Contractor must provide care for gender health related needs such as but not limited to gender affirming hormone therapy and referrals to other resources for transgender and non-binary persons.

3.2 Conduct Client Intake and Benefits Screening

- 3.2.1 Conduct client registration and intake. Contractor must conduct client registration and intake within one business day for all individuals who request medical services or are referred to HIV medical outpatient services by HIV/STD testing sites, early intervention programs and other service providers. Contractor must

identify appropriate clients for AOM Services through eligibility screening as set forth in Attachment 4 (Ryan White Program Eligibility Documentation and Verification), Statement of Work, AOM Services.

3.2.2 Conduct benefits screening program. Contractor must implement a benefits screening program that assesses client's eligibility for public and social services every six (6) months (including, but not limited to, health insurance navigation and enrollment, mental health and substance use services, housing, transportation, employment services, and other applicable services), promotes enrollment in those services for which a client qualifies, and maximizes payment from third-party payer sources.

3.2.3 Conduct ADAP eligibility screening. Contractor must perform ADAP eligibility screening for new enrollments and annual re-certifications.

3.2.3.1 Contractor must have staff certified by the California Department of Public Health (CDPH) conduct ADAP eligibility screening in accordance with ADAP Eligibility Guidelines found at: <https://www.cdph.ca.gov/programs/aids/Pages/tOAAADAPindiv.aspx>.

3.2.3.2 If a client is eligible for participation in ADAP and medication(s) listed on the ADAP formulary is (are) indicated for client treatment, Contractor must prescribe such medications and refer client to a participating ADAP pharmacy.

3.2.3.3 For medications that are not listed on the ADAP formulary and are indicated for client treatment, Contractor may provide such drugs for clients consistent with available resources.

3.3 Provide Strong Linkages to Care

3.3.1 Ensure timely linkage to medical provider for new clients. Contractor shall ensure that new clients, including those newly diagnosed with HIV and those who have been out of care and are

attempting to re-establish care, are seen by a medical provider within (2) business days of the request for an appointment. Contract shall ensure that all measures are taken to streamline clinic intake and other administrative processes for patients who have fallen out of care and are trying to re-establish care to improve their engagement in care.

- 3.3.2 Ensure immediate linkage to MCC Services. Contractor shall ensure that new clients demonstrating a need for MCC Services, including those newly diagnosed with HIV and those who have been out of care and are attempting to re-establish care, are linked with the MCC Services team to maximize the likelihood of retention in care.
- 3.3.3 Ensure referral to Oral Health Care Services. Contractor shall ensure that every AOM client is referred for Oral Health Care services annually, with referrals noted in the client's medical record. DHSP can provide a list of current HIV oral health care providers.
- 3.3.4 Ensure linkage to needed services. Contractor shall provide consistent, effective linkage to other health-related services, including substance use disorder services, and mental health services, as needed.
- 3.3.5 Provide linkage to medical subspecialty services. Contractor shall refer clients to medical subspecialists, as indicated, for specialty diagnostic and therapeutic medical services.

3.4 Re-engage and Retain Clients in Care

- 3.4.1 Re-engage in care. Contractor must actively identify HIV-positive clients who are out of care and re-engage them back into care, including linking the client with MCC services.
- 3.4.2 Retain in care. Contractor must work to identify and reduce clinic specific factors and policies as well as client-level barriers that impede retention in HIV medical care.
 - 3.4.2.1 Contractor should maintain a broken appointment policy and procedure that emphasizes the facilitation and

promotion of client access, continuity of service, and retention.

3.5 Promote Services and Assess Client Satisfaction

- 3.5.1 Contractor shall promote the availability of AOM Services to PLWH, professional communities and other HIV services providers.
- 3.5.2 Contractor must perform assessments of client's needs and satisfaction by conducting anonymous client surveys, annually, at a minimum.

3.6 Comply with Applicable Laws and Regulations

- 3.6.1 Comply with all local and State disease reporting requirements. All local and State HIV, STD, hepatitis, and other communicable diseases reporting requirements must be followed. Visit this link for more information:
www.publichealth.lacounty.gov/cdcp/proreporting.htm
- 3.6.2 Develop and implement a client fee system. Contractor shall develop and implement a client fee system and must comply with provisions of Section 2605 (e) of Title 26 (CARE Act), which is entitled "Requirements Regarding Imposition of Charges for Services" (See Exhibit K – Requirements Regarding Imposition of Charges for Services). RWP clients shall be charged a fee for accessing services, unless their annual income is less than 100% of the federal poverty level. Each eligible client shall be charged at least \$1.00 annually to access RWP services across your agency. No clients shall be denied services if they are unable to pay. Inability to pay should be noted in the client's record. Contractor shall submit their client fee system procedures to their DHSP Program Manager within 60 days of execution of the contract.
- 3.6.3 Comply with Cal-OSHA procedures. Contractor must comply with infection control guidelines and procedures established by the California Occupation Safety and Health Administration (Cal-OSHA).

3.6.4 Participate in the Medical Monitoring Project (MMP). Contractor must participate in the MMP, which provides critical information to the Centers for Disease Control and Prevention and DHSP on the health status of and provision of medical services to HIV-positive clients in Los Angeles County.

3.7 Comply with and Maintain Administrative Procedures and Operational Protocols

3.7.1 Comply with HIV standards of care. All health services provided under this Contract must be in accordance with Department of Health and Human Services HIV Treatment Guidelines and standards of care as determined by the Los Angeles County Commission on HIV.

3.7.2 Review reimbursement and performance measures guidelines. Contractor must review the HIV Ambulatory Outpatient Medical Services Pay-for-Performance/Additional Reimbursement Incentives Guidelines (Attachment 1) for a breakdown of all the performance measures and corresponding reimbursement rates.

3.7.3 Maintain client health records. Contractor must maintain adequate health "unit records" on each individual client which must be current and in detail, consistent with good medical and professional practice, in accordance with the California Code of Regulations and Health Insurance Portability Accountability Act (HIPAA) Privacy Rules.

3.7.3.1 Such records must include, but not be limited to: admission record, client interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

3.7.3.2 All clinical and health services records must be in a medical record (medical chart) and/or an electronic health record (medical record in digital format).

3.7.3.3 Contractor (and any subcontractors) must maintain client health records co-located with client's MCC program records.

3.7.4 Maintain administrative procedures and operational protocols.

Contractor must develop, implement, and revise as necessary standardized administrative procedures and operational protocols for its medical outpatient clinic(s). The manual must include, but not be limited to, mandatory policies, procedures, protocols, and standards of care related to the following:

3.7.4.1 Referral to and coordination of care with other providers for the provision of:

- a) Subspecialty medical and surgical care
- b) In-patient care
- c) Oral health care
- d) Home health care
- e) Mental health care
- f) Substance use disorder treatment
- g) Emergency medical services
- h) ADAP
- i) Research opportunities
- j) Pharmaceutical patient assistance programs

3.7.5 Comply with all reporting requirements. As directed by DHSP, Contractor must submit monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information relating to the promotion and provision of AOM Services and is to be completed in the designated format.

3.7.5.1 Contractor must report all new HIV diagnoses utilizing the adult or pediatric report case form online within seven (7) days of a client's diagnosis:
<http://publichealth.lacounty.gov/dhsp/ReportCase.htm>

3.7.5.2 Contractor must report all required Ryan White Service Report data to DHSP.

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

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

5.0 CLINICAL QUALITY MANAGEMENT PROGRAM

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

6.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 38, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

6.1 Meetings

Contractor shall meet with the County as requested.

6.2 County Observations

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

7.0 RESPONSIBILITIES

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

COUNTY

7.1 Personnel

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

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

CONTRACTOR

7.2 Contractor Requirements

Contractor shall:

- 7.2.1 Have a minimum of three (3) years' experience in the last five (5) years providing medical care to HIV-positive clients.
- 7.2.2 Provide Co-located MCC with AOM Services. Please see SOW, Section 2.0 for definition of Co-located.
- 7.2.3 Have on staff a minimum of one (1) medical provider certified as a HIV/AIDS Specialist.
- 7.2.4 Be a licensed medical clinic located in Los Angeles County approved by the County of Los Angeles, DPH, Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health (CDPH).
- 7.2.5 Maintain a current and valid Medi-Cal certification.
- 7.2.6 Within sixty (60) days of contract award, become an AIDS Drug Assistance Program (ADAP) enrollment site as certified by the California Department of Public Health Services Office of AIDS.
- 7.2.7 Provide AOM services co-located with Contractor's HIV Medical Care Coordination Services.
- 7.2.8 Provide all healthcare services by practitioners properly licensed by the State of California, and any prescription or dispensation of drugs

or devices by a nurse practitioner must occur under physician supervision.

- 7.2.9 Utilize medical licensed health care professionals which includes physicians, physician assistants, and/or nurse practitioners who meet the qualifications of an HIV Specialist (as defined in Attachment 5 – Verification of Qualifications: HIV/AIDS Specialist Form).
- 7.2.10 Provide appropriate clinical supervision for mid-level/allied health practitioners such as physician assistants, nurse practitioners, advance practice nurses, and any other staff, as required.
- 7.2.11 Have medical providers with extensive clinical care experience and knowledge of direct management of antiretroviral therapy along with significant diagnostic and therapeutic experience in the ambulatory care of HIV-positive clients.

7.3 Personnel

- 7.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee on site shall be authorized to act for Contractor in assuring compliance with contractual obligations at all times.
- 7.3.2 Contractor must provide County with a roster of all administrative and program staff, including titles, degree(s) and contact information within thirty (30) days of the effective date of the contract.
- 7.3.3 Contractor must require employees to perform the required work in a ratio to be determined in contract negotiations and set forth in Contract. At least one (1) employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 7.3.4 Contractor shall be required to perform background checks of their employees, subcontractor/consultants as set forth in Paragraph 23, Administration of Contract, sub-paragraph D, Background & Security Investigations- of the Contract. All costs associated with the background and security investigation must be borne by the Contractor.

- 7.3.5 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each individual, volunteer, subcontractor and consultant providing AOM Services, according to the Contract, Paragraph 18N, Guidelines for Staff Tuberculosis Screening.
- 7.3.6 Contractor must ensure annual performance evaluations are conducted on all staff budgeted and performing services under the proposed contract to ensure program staff are meeting job duties as required.
- 7.3.7 Contractor must demonstrate recruitment and retention of AOM staff and must provide County a staff retention policies and procedures plan within thirty (30) days of the effective date of the contract.
- 7.3.8 Contractor must provide a Project Manager and designated alternate within thirty (30) days of the effective date of the contract.
 - 7.3.8.1 Project Manager must act as a central point of contact with the County. County must have access to the Project Manager during the normal working hours as designated in Section 8.0, Days/Hour of Work. Contractor must provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis during those hours.
 - 7.3.8.2 Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.
- 7.3.9 Contractor must identify a Project Director, and designated alternate within thirty (30) days from the effective date of the contract.
 - 7.3.9.1 The Project Director must be a licensed medical provider who at a minimum meets the qualifications of an HIV Physician Specialist as defined in Attachment 5, Verification of Qualifications: HIV/AIDS Specialist Form.

7.3.9.2 The Project Director shall be available as a point of contact for the County and have full authority to act for Contractor on all matters relating to the daily operation of the Contract. County must have access to the Project Director via telephone, during normal clinic business hours Monday through Friday, between 8:00 a.m. and 5:00 p.m. and/or as required by contractual needs.

7.4 Training of Contractor's Staff

7.4.1 Contractor shall ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the Contract.

7.4.2 Contractor's testing and health care providers shall maintain up-to-date knowledge and skill levels in accordance with their respective job duties and with the rapidly expanding literature and information regarding approaches in the required work.

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

7.5 Approval of Contractor's Staff and Subcontractors

7.5.1 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.

7.5.2 Contractor and Subcontractor shall remove and replace personnel performing services under the Contract within thirty (30) days of the written request of the County. Contractor and/or Subcontractor shall send County written confirmation of the removal of the personnel in question.

7.5.3 County has the absolute right to approve or disapprove all of Contractor's subcontractors or consultants performing work hereunder and any proposed changes in subcontractor.

7.5.4 Contractor shall obtain approval of DHSP Director or his designee prior to signing any subcontractor or consultant agreement and shall give DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

7.6 Staff Retention Policies and Procedures

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

7.7 Uniforms/Identification Badges

7.7.1 Dress code is business professional as defined by the Contractor.

7.7.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 23, Administration of Contract, sub-paragraph C – Contractor's Staff Identification, of the Contract.

7.8 Materials, Supplies and/or Equipment

7.8.1 The purchase of all materials, supplies, and or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials, equipment, and or supplies that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance by the DHSP Director in order to be eligible for cost reimbursement.

7.8.2 In no event shall the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.

7.8.3 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 Term of the Contract.

- 7.8.4 The County will not provide the Contractor with any materials, supplies, and/or equipment.

7.9 Contractor's Office

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

7.9.1 **Contractor's Facility:** Contractor must be a licensed medical clinic, approved by the County of Los Angeles, Department of Public Health, Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health (CDPH). Contractor shall maintain each facility in good repair and sufficient to facilitate high-quality, appropriate services. Contractor's facility and location shall satisfy each of the following requirements:

- a) Meets American's with Disabilities Act requirements for accessibility;
- b) Is near public transportation;
- c) Open during client-friendly hours (e.g., evenings, weekends);
- d) Free parking is available;
- e) All equipment needed is in working order;
- f) Privacy at the front (sign-in area) or reception desk;
- g) Free of graffiti and trash on grounds and in facility;
- h) Designated room for all medical services;
- i) Security provided outside and inside the facility;
- j) Confidential exam, treatment and interview rooms present and available for use;
- k) Clear, distinct outside signage; and
- l) Facilities are clean, well-lit, and clearly marked indicating location of services.

7.9.2 **Contractor's Service Delivery Site(s):** Contractor's facilities where services are to be provided hereunder are located at: 2525 Grand Avenue, Suite 106, Long Beach, California 90815,

and as described in Service Delivery Site Questionnaire, Attachment I.

Contractor shall request approval from DHSP in writing a minimum of thirty (30) days before terminating services at such locations and/or before commencing services at any other locations. Contractor must obtain prior written approval from DHSP before commencing services.

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

7.9.3 Emergency and Disaster Plan:

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

7.10 Guidelines on Materials Review

7.10.1 Contractor shall obtain written approval from DHSP's Director or designee for all administrative and educational materials utilized in association with the delivery of services for the program prior to use in order to ensure that such materials adhere to community norms and values, and are in compliance with all Contract requirements.

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

7.10.3 Additional information about materials review and related guidelines can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm#MATERIALS>

7.11 County's Data Management System

- 7.11.1 The County's data management system is used to standardize reporting and billing/invoicing, support program evaluation processes, and to provide DHSP and Contractor with information relative to the HIV and STD epidemic in Los Angeles County. Contractor shall ensure data quality, and compliance with all data submission requirements provided in writing by DHSP.
- 7.11.2 Contractor shall utilize County's data management system to register client's demographic/resource data; enter service utilization data; medical and support service outcomes; and record linkages/referrals to other service providers and/or systems of care.
- 7.11.3 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI) monthly.

7.12 People with HIV/AIDS Bill of Rights and Responsibilities

The County will administer the Contract according to the Contract, Paragraph 18G and Exhibit I, People with HIV/AIDS Bill of Rights and Responsibilities.

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

7.13 Emergency Medical Treatment

- 7.13.1 Contractor shall arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury.
- 7.13.2 Contractor shall have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

7.14 County's Commission on HIV

All services provided under the Contract should be in accordance with the standards of care as determined by the County of Los Angeles

Commission on HIV (Commission). Contractor shall actively view the Commission website (<http://hivcommission-la.info/>) and where possible participate in the deliberations and respectful dialogue of the Commission to assist in the planning and operations of HIV prevention and care services in Los Angeles County.

7.15 Ryan White Service Standards

7.15.1 Contractor shall develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services. Such input can be collected using:

- a) Satisfaction survey tool;
- b) Consumer Advisory Board (CAB);
- c) Focus groups with analysis and use of documented results;
- d) Public meeting with analysis and use of documented results;
- e) Maintain visible suggestion box; or
- f) Other client input mechanism

7.15.2 Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon client's:

- a) Inability to produce income documentation;
- b) Non-payment of services (No fees shall be charged to individuals eligible to receive services under this Contract);
or
- c) Requirement of full payment prior to services being delivered.

Additionally, sliding fee scales, billing/collection and financial screening must be done (if applicable) in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

7.15.3 Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include, but is not limited to:

- a) Maintaining files of eligibility and clinical policies;
- b) Maintaining files on individuals who are refused services; and the reason for the refusal.
- c) Documentation of eligibility and clinical policies to ensure they do not:

1. Permit denial of services due to pre-existing conditions;

2. Permit denial of services due to non-HIV related conditions (primary care); and
3. Provide any other barriers to care due to a person's past or present health condition.

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

- a) Employee code of ethics;
- b) Corporate compliance plan (for Medicare and Medicaid professionals);
- c) Ethics standards or business conduct practices;
- d) Discouraging soliciting cash or in-kind payment for awarding contracts, referring clients, purchasing goods or services, or submitting fraudulent billing;
- e) Discouraging hiring of persons with a criminal record, and persons being investigated by Medicare or Medicaid;
- f) Anti-kickback policies with implications; appropriate uses, and application of safe harbor laws. Additionally, contractor shall comply with Federal and State anti-kickback statutes, as well as the "Physician Self-Referral Law" or similar regulations; and
- g) Plan that outlines reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

7.16 Screen for RWP Eligibility Prior to Provision of Services

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 4, Ryan White Program Eligibility Documentation and Verification) to ensure the individual is provided the widest range of needed medical and support services. This means a provider must coordinate benefits and ensure that the individual's eligibility for other private or public programs is determined at the time of intake. Eligibility needs to be reconfirmed every six (6) months to determine if the client's eligibility status for any other funding sources has changed. Providers will be required to verify what steps were taken to ensure Ryan White is the payer of last resort.

- 7.16.1 Each time a client presents for services, Contractor must verify the availability of client health insurance coverage (e.g., Medi-Cal, private, Medicare, etc.).

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

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

7.17 Partner Services Referrals

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

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

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

- a) Offer PS to newly diagnosed HIV-positive clients as part of a new patient evaluation.
- b) Offer PS to all clients as a routine part of service delivery.
- c) Upon acceptance by client, contractor shall provide and/or refer HIV-positive persons to PS.
- d) Based on client's selection, PS shall include but not be limited to the following types of disclosure:
 - 1. *Self-Disclosure*: this approach (sometimes called client disclosure) is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.

2. *Dual Disclosure*: this method of partner notification involves the client disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting.
3. *Anonymous Third-Party Disclosure*: this is a notification strategy where, with the consent of the original client, the Public Health Department takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV.
4. *Client Defers Action*: if the client does not feel comfortable using anonymous third-party disclosure, the provider shall work with the client to develop a plan to revisit the issue.

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

7.18 Provide Culturally Appropriate and Linguistically Competent Services

7.18.1 Contractor shall provide AOM Services with non-judgmental, culture affirming attitudes that convey a culturally and linguistically competent approach that is appropriate and attractive to the client.

7.18.2 Contractor shall maintain a proven, successful track record serving RWP clients by effectively addressing HIV infection within the appropriate social context for each client.

8.0 HOURS/DAY OF WORK

The Contractor shall provide AOM Services concurrently with MCC Services during the hours that are the most effective and convenient for the clients.

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

9.0 WORK SCHEDULES

- 9.1 Contractor shall maintain a work schedule for each location/facility and submit to the County Project Manager upon request. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames of the tasks to be performed by day of the week and morning, afternoon, and/or evening hours.
- 9.2 Contractor shall notify County Project Manager when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager within thirty (30) working days prior to scheduled time for work.

EXHIBIT B

CITY OF LONG BEACH

AMBULATORY/OUTPATIENT MEDICAL (AOM) SERVICES

SCHEDULES

SCHEDULE 1

CITY OF LONG BEACH

AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL

FEE-FOR-SERVICE

Budget Period
March 1, 2019
Through
February 29, 2020

FEE FOR SERVICE CALCULATION	
	AMOUNT
Total Maximum Obligation	\$103,396
Projected Number of Medical Visits	330
Rate per Unit of Service	\$312.40

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 2

CITY OF LONG BEACH

**AMBULATORY/OUTPATIENT MEDICAL,
SUPPORTIVE SERVICES
(LABORATORY, PHARMACY & RADIOLOGY/IMAGING)**

Budget Period
March 1, 2019
Through
February 29, 2020

ALLOCATION	AMOUNT
AOM MEDICAL VISIT SUPPORTIVE SERVICES	
Total Maximum Obligation	\$19,623

During the term of this Contract, Contractor will be reimbursed for AOM supportive services not to exceed the amount listed in this schedule.

SCHEDULE 3
CIT OF LONG BEACH
AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL
FEE-FOR-SERVICE

Budget Period
March 1, 2020
Through
February 28, 2021

FEE FOR SERVICE CALCULATION	
	AMOUNT
Total Maximum Obligation	\$103,396
Projected Number of Medical Visits	330
Rate per Unit of Service	\$312.40

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 4

CITY OF LONG BEACH

**AMBULATORY/OUTPATIENT MEDICAL,
SUPPORTIVE SERVICES
(LABORATORY, PHARMACY & RADIOLOGY/ IMAGING)**

Budget Period
March 1, 2020
Through
February 28, 2021

ALLOCATION	AMOUNT
AOM MEDICAL VISIT SUPPORTIVE SERVICES	
Total Maximum Obligation	\$19,623

During the term of this Contract, Contractor will be reimbursed for AOM supportive services not to exceed the amount listed in this schedule.

SCHEDULE 5

CITY OF LONG BEACH

AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL

FEE-FOR-SERVICE

Budget Period
March 1, 2021
Through
February 28, 2022

FEE FOR SERVICE CALCULATION	
	AMOUNT
Total Maximum Obligation	\$103,396
Projected Number of Medical Visits	330
Rate per Unit of Service	\$312.40

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 6

CITY OF LONG BEACH

**AMBULATORY/OUTPATIENT MEDICAL,
SUPPORTIVE SERVICES
(LABORATORY, PHARMACY & RADIOLOGY/ IMAGING)**

Budget Period
March 1, 2021
Through
February 28, 2022

ALLOCATION	AMOUNT
AOM MEDICAL VISIT SUPPORTIVE SERVICES	
Total Maximum Obligation	\$19,623

During the term of this Contract, Contractor will be reimbursed for AOM supportive services not to exceed the amount listed in this schedule.

CONTRACTOR'S EEO CERTIFICATION

City of Long Beach

 Contractor Name
 2525 Grand Avenue, Long Beach, CA 90815

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

for Tom Modica, Acting City Manager

 Authorized Official's Printed Name and Title

Rebecca G. Garner

 Authorized Official's Signature Date 10/21/19

EXECUTED PURSUANT
 TO SECTION 301 OF
 THE CITY CHARTER.
 APPROVED AS TO FORM

October 21, 2019
 CHARLES PARKIN, City Attorney

By _____
 TAYLOR M. ANDERSON
 DEPUTY CITY ATTORNEY

COUNTY'S ADMINISTRATION

CONTRACT NO. PH-003753

COUNTY'S PROJECT DIRECTOR:

Name: Mario J. Pérez
Title: Director, Division of HIV and STD Programs
Address: 600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005
Telephone: (213) 351-8001
Facsimile: (213) 387-0912
E-Mail Address: DHSPdirector@ph.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Paulina Zamudio and Terina Keresoma
Title: Co-Managers of Community Contracted Services
Address: 600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005
Telephone: (213) 351-8059 and (213) 351-1156
Facsimile: (213) 738-6566
E-Mail Address: pzamudio@ph.lacounty.gov tkeresoma@ph.lacounty.gov

COUNTY'S CONTRACT PROJECT MONITOR:

Name: Monique Collins
Title: Chief, Contract Administration
Address: 600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005
Telephone: (213) 351-1115
Facsimile: (213) 637-2611
E-Mail Address: mcollins@ph.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: City of Long Beach

CONTRACT NO: PH-003753

CONTRACTOR'S PROJECT MANAGER:

Name: Marina Ohlson-Smorick
 Title: HIV Care/Prevention Program Director
 Address: 2525 Grand Avenue
Long Beach, CA 90815
 Telephone: (562) 570-4374
 Facsimile: _____
 E-Mail Address: Marina.Ohlson-Smorick@longbeach.gov

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Tom Modica
 Title: Acting City Manager
 Address: 411 W. Ocean Blvd
Long Beach, CA 90802
 Telephone: (562) 570-5091
 Facsimile: _____
 E-Mail Address: Tom.Modica@longbeach.gov

Name: Rebecca Garner
 Title: Acting Assistant City Manager
 Address: 411 W. Ocean Blvd
Long Beach, CA 90802
 Telephone: (562) 570-6979
 Facsimile: _____
 E-Mail Address: Rebecca.Garner@longbeach.gov

Notices to Contractor shall be sent to the following:

Name: Sarady C. Kong
 Title: Clinical Finance and Grants Manager
 Address: 2525 Grand Avenue
Long Beach, CA 90815
 Telephone: (562) 570-4341
 Facsimile: _____
 E-Mail Address: Sarady.Kong@longbeach.gov

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME City of Long Beach Contract No. PH-003753**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.

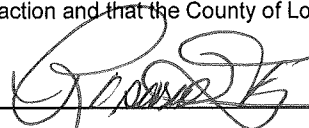
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all 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: OCT / 0 4 2019

PRINTED NAME: _____

Rosario Gutierrez-Tufuga

POSITION: _____

Public Health Professional II

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME City of Long Beach Contract No. PH-003753**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: 10, 3, 19PRINTED NAME: Aura SokPOSITION: Community Program Specialist III

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME City of Long Beach Contract No. PH-003753**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:

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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:

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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: MauroDATE: OCT 03 2019PRINTED NAME: Mauro Torno, M.D.POSITION: Public Health Physician

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

**CONTRACTOR'S OBLIGATION AS A COVERED ENTITY UNDER THE HEALTH
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient's medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS
INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE

ALL NECESSARY ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMELSS THE OTHER PARTY (INCLUDING THEIR OFFICERS; EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.”

CHARITABLE CONTRIBUTIONS CERTIFICATION

City of Long Beach
 Company Name

2525 Grand Avenue, Long Beach, CA 90815
 Address

95-6000733
 Internal Revenue Service Employer Identification Number

N/A
 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.

Rebecca G. Garner

10/21/19

Signature EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Date

for Tom Modica, Acting City Manager

Name and Title of Signer (please print)

APPROVED AS TO FORM
October 21, 2019
 CHARLES PARKIN, City Attorney
 By *[Signature]*
 TAYLOR M. ANDERSON
 DEPUTY CITY ATTORNEY

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

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

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

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

POLICY

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

IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually (12 months) thereafter.
 - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
 - B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
- II. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or Interferon Gamma Release Assay (IGRA) or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential. (Note: Use of the IGRA for screening health care workers requires a grant of program flexibility from the California Department of Health Services, Licensing and Certification. Please contact your local Licensing and Certification office for more information on how to obtain a grant of program flexibility.

EXHIBIT J

- A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration or results of IGRA testing.
 - 1. If the tuberculin skin or IGRA test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
 - 2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test or IGRA need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
 - B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test or IGRA and submit to Contractor the results of such test. For the tuberculin skin test, results must be recorded in millimeters of induration.
 - 1. If this annual tuberculin test or IGRA is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
 - 2. Persons with a documented history of a positive tuberculin skin test or IGRA and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.
 - C. Contractor shall consult with Los Angeles County - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
 - D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
- III. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test or IGRA, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
 - B. The results of the annual Mantoux tuberculin skin test or IGRA or physician certification that the person does not have communicable TB; and
 - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
 - 1. Change in the tuberculin skin test or IGRA result from negative to positive;

EXHIBIT J

2. Person who is known or suspected to have a current diagnosis of TB; and
 3. Person who is known to be taking TB medications for treatment of disease only.
- D. Contractor shall develop and implement a system to track the dates on which the initial and annual TB screening results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.
- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
- A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
 - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
 - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
 - D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the Los Angeles County - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

EXHIBIT K

**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 of at least \$1.00 annually 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;

"(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)."

SERVICE DELIVERY SITE QUESTIONNAIRE
SERVICE DELIVERY SITES

Site# 1 of 1

1. Agency Name: City of Long Beach
2. Executive Director: Kelly Colopy, Director Department of Health & Human Services
3. Address of Service Delivery Site: 2525 Grand Avenue, Suite 106
Long Beach, California 90815

4. In which Service Planning Area is the service delivery site?

- | | |
|---|--|
| <u> </u> One: Antelope Valley | <u> </u> Two: San Fernando Valley |
| <u> </u> Three: San Gabriel Valley | <u> </u> Four: Metro Los Angeles |
| <u> </u> Five: West Los Angeles | <u> </u> Six: South Los Angeles |
| <u> </u> Seven: East Los Angeles | <u> X </u> Eight: South Bay |

5. In which Supervisorial District is the service delivery site?

- | | |
|---|---|
| <u> </u> One: Supervisor Solis | <u> </u> Two: Supervisor Ridley-Thomas |
| <u> </u> Three: Supervisor Kuehl | <u> X </u> Four: Supervisor Hahn |
| <u> </u> Five: Supervisor Barger | |

6. What percentage of your allocation is designated to this site? 100%

CITY OF LONG BEACH
SERVICE GOALS BY SITE

TABLE 2

March 1, 2019 through February 29, 2020

Number of ambulatory/outpatient medical visits Goals by Service Delivery Site(s).

Service Sites	Medical Visits
Site #1 2525 Grand Ave.	330
TOTAL	330

CITY OF LONG BEACH
SERVICE GOALS BY SITE

TABLE 2

March 1, 2020 through February 28, 2021

Number of ambulatory/outpatient medical visits Goals by Service Delivery Site(s).

Service Sites	Medical Visits
Site #1 2525 Grand Ave.	330
TOTAL	330

CITY OF LONG BEACH
SERVICE GOALS BY SITE

TABLE 2

March 1, 2021 through February 28, 2022

Number of ambulatory/outpatient medical visits Goals by Service Delivery Site(s).

Service Sites	Medical Visits
Site #1 2525 Grand Ave.	330
TOTAL	330

ATTACHMENT 1

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS**

**HIV AMBULATORY OUTPATIENT MEDICAL (AOM) SERVICES
REIMBURSEMENT GUIDELINES AND PERFORMANCE MEASURES**

INTRODUCTION

The County of Los Angeles, Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) supports evidence-based preventive, diagnostic and therapeutic HIV ambulatory outpatient medical (AOM) services provided by medical care professionals to Ryan White Program (RWP) eligible HIV-positive patients through outpatient medical visits. Services must be culturally and linguistically appropriate and provided to persons living with HIV (PLWH) throughout the entire continuum of their disease. AOM services must be consistent with the most recent Department of Health and Human Services (DHHS) HIV Treatment Guidelines (www.aidsinfo.nih.gov), the Los Angeles County Commission on HIV (COH) Standards of Care (<http://hiv.lacounty.gov/Standard-Of-Care>), the California Business and Professions code, local laws and regulations, and best practices and ethical standards. AOM services are subject to change based on new evidence and treatment guidelines.

AOM services include medical evaluation and clinical care, AIDS Drug Assistance Program (ADAP) enrollment services, disease monitoring, clinically indicated laboratory testing and secondary HIV prevention strategies intended to interrupt or delay the progression of HIV disease, prevention and treatment of opportunistic infections, promotion of optimal health and quality of life, and reduction of HIV transmission by supporting risk reduction strategies. In addition, AOM providers are required to provide referral and access to medical care coordination and medical subspecialty care to fully comply with current standards and best practices.

Clinical staff providing AOM services (including, but not limited to physicians, physicians' assistants, and nurse practitioners) must be California-licensed health care professionals that have appropriate training, expertise, and certifications to provide quality clinical HIV medical care to HIV-positive patients. Additional RWP and Health Resources and Services Administration (HRSA) grant reimbursement requirements include HIV Specialist certification, as outlined in HIV/AIDS Specialist Form for all AOM providers. Clinical and support staff should have access to ongoing training and clinical education in HIV care management.

PURPOSE AND SCOPE OF GUIDELINES

The Division of HIV and STD Programs developed the Ambulatory Outpatient Medical (AOM) Services Reimbursement Guidelines and Performance Measures to support and enhance the quality of medical services for persons living with and/or affected by HIV in Los Angeles County to achieve the following three goals:

1. Optimize the care, treatment, and HIV medical services provided to HIV-positive persons in Los Angeles County;
2. Support the development of robust and sustainable clinical quality management (CQM) programs and infrastructure throughout the network of contracted AOM providers; and
3. Create a culture of enhanced service quality and efficiency through the use of a graduated and incentivized reimbursement structure.

Additionally, these reimbursement guidelines and performance measures move Los Angeles County toward reaching the goals set forth in Los Angeles County's HIV/AIDS Strategy (LACHAS) for 2020 and Beyond, which can be viewed online at <https://www.lacounty.hiv/>.

REIMBURSEMENT RATE DETERMINATION AND TIMELINE

Definition of a Billable Client Visit

A billable client visit (lasting a minimum of 15 minutes) is a medical visit in which the HIV Specialist (PA, NP, or MD) or designee* sees the patient in a private room and obtains the patient's history, including any new health problems or concerns; performs a physical examination of the patient, as necessary; completes an assessment and plan for the patient; and, communicates the plan with the patient.

**Designee must have patient's note from the visit reviewed and signed by an HIV Specialist.*

Contract Initial Term

Contract Years (CY) One (1) and Two (2):

An initial reimbursement rate of **\$312.40** per client visit has been established for CY one (1) and CY two (2). This initial rate is the maximum per-visit reimbursement amount possible for services provided during this period and will be applied universally regardless of measure performance. AOM providers are encouraged to proactively initiate improvements for any performance gaps identified during this initial period to ensure eligibility for additional reimbursement incentives made available starting in CY three (3).

Beginning Contract Year (CY) Three (3):

Beginning with CY three (3), contracted providers who meet or exceed the minimum performance threshold for the two (2) Core Performance Measures will be eligible to receive an additional reimbursement incentive of up to **\$63.00** in per-visit reimbursements based on their performance on the ten (10) Supplemental Performance Measures. Contracted providers who successfully meet or exceed the minimum performance threshold for each of the two (2) Core Performance Measures and all ten (10) Supplemental Performance Measures will receive a *maximum* reimbursement of **\$375.40** per visit.

The Performance Monitoring and Reimbursement Timeline below outlines in detail, the monitoring period(s) used to determine the annual per-visit reimbursement rate(s) for CY one (1) through five (5).

	Initial term			Optional Term 1	Optional Term 2
Contract Year (CY)	CY1	CY2	CY3	CY4	CY5
Reimbursement Rate	\$312.40/ per visit		Initial rate + additional incentives based on CY1 data	Initial rate + additional incentives based on CY 2 data	Initial rate + additional incentives based on CY 3 data

Sampling and Measure Inclusion Criteria:

Client records eligible for inclusion in the annual performance review (APR) are generated from the pool of clients entered by providers into DHSP's Automated Case Management System (ACMS). A randomized sample of all clients with a minimum of one (1) RWP funded medical visit with the AOM provider within the first six (6) months of the measurement period are eligible

for inclusion in the APR. The number of records used in the APR is based on the total number of eligible records and is standardized using a non-gender sorted sampling table taken from the National HIVQUAL Project. To more accurately reflect clinical performance, DHSP has eliminated client level exclusions for all but one measure and reduced the minimum performance threshold to 80% for both the Core and Supplemental Performance Measure sets to reflect the existence of factors outside a provider's immediate control. **PERFORMANCE MEASURES**

Core Performance Measures:

The following two (2) Core Performance Measures and performance thresholds represent the *minimum* expectation for all contracted AOM providers. Only AOM providers who meet and/or exceed the minimum performance threshold for both core measures are eligible for additional reimbursement incentives as outlined in the Supplemental Performance Measures.

In alignment with LACHAS, the minimum performance threshold for Core measure 1.1 HIV Viral Load Suppression is set at 80% for contract years one (1) and two (2) but will be increased to 85% in contract year three and increases again to 90% for the remainder of the contract term.

The minimum performance threshold for Core measure 1.2 HIV Medical Visit is 80% throughout the life of the contract term.

Core Performance Measures		Performance Threshold		
1.1	HIV Viral Load Suppression – all clients	CY 1-2 80%	CY 3 85%	CY 4-5 90%
1.2	HIV Medical Visits – all clients	80%		

AOM providers that do not meet the 80% threshold after CY 1 for the core goals of HIV viral load suppression and HIV medical visits in a twelve (12) month period will be provided technical assistance by DHSP in CY 2 to assist those providers to meet this minimum threshold. If the thresholds are not met after receiving technical assistance by the midpoint of CY 3, contracts will not be renewed. Note, viral load suppression data will be posted annually on the LACHAS website (<https://www.lacounty.hiv/>) for public viewing.

Supplemental Performance Measures:

There is a total of ten (10) Supplemental Performance Measures. Similar to the Core Performance Measures, each Supplemental Performance Measure has a pre-established performance threshold to identify the minimum performance score that must be achieved in order to meet the specific measure and qualify for the additional reimbursement incentive. To adjust for measure complexity, each of the supplemental measures was scored from 1 to 3 with higher scores representing increased complexity and subsequently higher reimbursement amounts.

Supplemental Performance Measures		Performance Threshold	Complexity Score	Additional Incentive
2.1	PCV13 Pneumococcal Vaccination – All Clients	80%	1	\$3.00
2.2	MCV4 Meningococcal Vaccination – All Clients	80%	1	\$3.00
2.3	Annual Hepatitis C Screening – Males Only	80%	1	\$3.00
2.4	Annual Urogenital GC/CT Screening – All Clients	80%	2	\$6.00
2.5	Annual Pharyngeal GC Screening – Males Only	80%	2	\$6.00
2.6	Annual Rectal GC/CT Screening – Males Only	80%	2	\$6.00
2.7	Annual HIV Risk Assessment – All Clients	80%	3	\$9.00
2.8	Bi-annual Syphilis Screening – All Clients	80%	3	\$9.00
2.9	Annual Substance Use Screening – All Clients	80%	3	\$9.00
2.10	Annual Depression Screening – All Clients	80%	3	\$9.00

MEDICAL VISIT UTILIZATION AND REIMBURSEMENT OF ADDITIONAL VISITS

Contracted AOM service providers will furnish medical visits as stipulated in the Statement of Work of this contract. To ensure appropriate utilization of medical visits, a *maximum* of ten (10) visits per client, per contract year has been established. The limit on visits applies only to clients who receive AOM services that are RWP funded. Accordingly, all AOM service providers are required to monitor the number of RWP funded medical visits provided to ensure compliance with the following per-contract year limits:

- Total number of annual medical visits = maximum ten (10) per client; and
- Total number of annual medical visits = maximum budget allocation per clinic.

DHSP recognizes that there may be clinical indications or other special circumstances that may necessitate the need for additional medical services and reserves the right to request additional clinical justification for medical visits provided beyond the stated limits. If requests for additional clinical justification are insufficient or not provided within the specified timeframe, DHSP reserves the right to deny reimbursements requested for additional medical visits.

Core 1.1	HIV Viral Load Suppression – All Clients	*DHSP (April 2017)												
Description:	Percentage of clients, regardless of age, with a diagnosis of HIV with a HIV viral load less than 200 copies/mL at last HIV viral load test in the measurement period													
Numerator:	Number of clients in the denominator with a HIV viral load less than 200 copies/mL at the last HIV viral load test in the measurement period													
Denominator:	Number of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period													
Client Exclusion(s):	None													
Data Element(s):	1. Did the client have a HIV viral load result less than 200 copies/mL at the last HIV viral load test in the measurement period? (Y/N)													
Minimum Performance Threshold:	<ul style="list-style-type: none"> • Greater than or equal to 80% - Contract Years 1 - 2 • Greater than or equal to 85% - Contract Year 3 • Greater than or equal to 90% - Contract Years 4 onward 													
Comparison Data:	<p>in+care Campaign: Percentage of clients, over the age of 24 months, with a diagnosis of HIV/AIDS with a viral load less than 200 copies/mL at last viral load test during the measurement year http://incarecampaign.org</p> <table border="1"> <thead> <tr> <th></th> <th>2011</th> <th>2012</th> <th>2013</th> </tr> </thead> <tbody> <tr> <td>Mean</td> <td>70%</td> <td>72%</td> <td>72%</td> </tr> <tr> <td>Top 25%</td> <td>82%</td> <td>84%</td> <td>85%</td> </tr> </tbody> </table>			2011	2012	2013	Mean	70%	72%	72%	Top 25%	82%	84%	85%
	2011	2012	2013											
Mean	70%	72%	72%											
Top 25%	82%	84%	85%											
U.S. Department of Health & Human Services Guidelines:	<p>“<u>Adult guidelines:</u> For the purposes of clinical trials, the AIDS Clinical Trials Group (ACTG) currently defines virologic failure as a confirmed viral load less than 200 copies/mL, which eliminates most cases of apparent viremia caused by blips or assay variability. This definition also may be useful in clinical practice (see Virologic and Immunologic Failure). For most individuals who are adherent to their antiretroviral (ARV) regimens and who do not harbor resistance mutations to the prescribed drugs, viral suppression is generally achieved in 12 to 24 weeks, although it may take longer in some patients.”¹</p>													
Use in other Federal Programs	<p>Included in the following Centers for Medicare and Medicaid Services quality, reporting and payment programs: Medicare and Medicaid EHR Incentive Program for Eligible Professionals, Medicare Physician Quality Payment Program, Medicare Shared Savings, Physician Compare, Physician Feedback/Quality and resource Use Reports, Physician Value-Based Payment Modifier (search for each program at https://www.cms.gov). As of April 2017.</p> <p>in+care campaign (http://www.incarecampaign.org)</p>													

**References/
Notes:**

¹ Panel on Antiretroviral Guidelines for Adults and Adolescents. Guidelines for the use of antiretroviral agents in HIV-1-infected adults and adolescents. Department of Health and Human Services. 2016. Available at <http://www.aidsinfo.nih.gov/ContentFiles/AdultandAdolescentGL.pdf>. Accessed April 6, 2017, [C-2, Table 3]

*Adapted from the HRSA-HIV/AIDS Bureau's Core Measures HIV Viral Load Suppression (updated January 2015). <https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>.

Core 1.2	HIV Medical Visits – All Clients		*DHSP (April 2017)												
Description:	Percentage of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit in the <i>first 6 months</i> of the measurement period <i>and</i> at least one medical visit in the <i>last 6 months</i> of the measurement period with a <i>minimum of 60 days</i> between medical visits														
Numerator:	Number of clients in the denominator who had at least one medical visit in the last 6 months of the measurement period, no less than 60 days since previous medical visit														
Denominator:	Number of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period														
Client Exclusion(s):	Clients who died at any time during the measurement year.														
Data Element(s):	1. Did the client have at least one medical visit in the last six months of the measurement period? (Y/N)														
Minimum Performance Threshold:	Greater than or equal to 80%														
Comparison Data:	<p>in+care Campaign: Percentage of HIV clients, regardless of age, who did not have a medical visit with a provider with prescribing privileges in the last 180 days of the measurement year.</p> <table border="1" data-bbox="516 1213 1317 1360"> <thead> <tr> <th></th> <th>Dec. 2011</th> <th>Dec. 2012</th> <th>June 2013</th> </tr> </thead> <tbody> <tr> <td>Mean</td> <td>16%</td> <td>15%</td> <td>14%</td> </tr> <tr> <td>Top 25%</td> <td>6%</td> <td>6%</td> <td>5%</td> </tr> </tbody> </table>				Dec. 2011	Dec. 2012	June 2013	Mean	16%	15%	14%	Top 25%	6%	6%	5%
	Dec. 2011	Dec. 2012	June 2013												
Mean	16%	15%	14%												
Top 25%	6%	6%	5%												
U.S. Department of Health & Human Services Guidelines:	<p>“Numerous studies describe the adverse impacts of poor retention in care on patient outcomes. In particular, poor retention in care is associated with the following outcomes: decreased likelihood of receiving antiretroviral therapy, higher rates of antiretroviral therapy failure, increased HIV transmission risk behavior, increased hospitalization rates, and worse survival. Patients with greater initial retention in care had the greatest survival over 5 years of follow-up, and patients with the worst initial retention had the poorest survival.”¹</p>														

<p>U.S. Department of Health & Human Services Guidelines (cont.):</p>	<p>Treatment guidelines recommend testing CD4 at entry into care then follow-up every 3-6 months before Antiretroviral Treatment (ART), every 3-6 months when on ART, then, in clinically stable patients with suppressed viral load, CD4 count can be monitored every 6–12 months.²</p> <p>For adherent patients with suppressed viral load and stable clinical and immunologic status for greater than 2–3 years, some experts may extend the interval for HIV RNA monitoring to every 6 months. All patients who are clinically stable should be monitored at least every 4 months; this includes both patients who are receiving ART and those who are not. Visits may require more frequent scheduling at entry to care, for management of acute problems, or when starting or changing ART regimens.³</p> <p>Patients infected with HIV face a complex array of medical, psychological, and social challenges. A strong provider-patient relationship, the assistance of a multidisciplinary care team, and frequent office visits are key aspects of care. Through both the specific services they provide and their overall approach to patients, clinics can have a substantial impact on the quality of care for HIV-infected persons.⁴</p>
<p>Use in Other Federal Programs:</p>	<p>Included in the following Centers for Medicare and Medicaid Services quality, reporting and payment programs: Medicare and Medicaid Electronic Health Records (EHR) Incentive Program for Eligible Professionals, Medicare Physician Quality Payment Program, Medicare Shared Savings, Physician Compare, Physician Feedback/Quality and resource Use Reports, Physician Value-Based Payment Modifier (search for each program at https://www.cms.gov/). As of April 2017.</p> <p>in+care campaign (http://www.incarecampaign.org)</p>

**References /
Notes:**

¹ Giordano, Thomas P. Retention in HIV Care: What the Clinician Needs to Know. Topics in Antiviral Medicine. 2011;19(1):12-16 ©2011, IAS-USA <https://www.iasusa.org/sites/default/files/tam/19-1-12.pdf> Accessed April 6, 2017

² Panel on Antiretroviral Guidelines for Adults and Adolescents. Guidelines for the use of antiretroviral agents in HIV-1-infected adults and adolescents. Department of Health and Human Services. 2016. Available at <http://www.aidsinfo.nih.gov/ContentFiles/AdultandAdolescentGL.pdf>. Accessed April 6, 2017.

³ Medical Care Criteria Committee. Primary Care Approach Guideline. New York State Department of Health, AIDS Institute. April 11, 2011. <http://www.hivguidelines.org/adult-hiv/primary-care-approach/> Accessed April 26, 2017.

⁴ U.S. Department of Health and Human Services, Health Resources and Services Administration, Guide for HIV/AIDS Clinical Care – 2014 Edition. Rockville, MD: U.S. Department of Health and Human Services, 2014 <https://hab.hrsa.gov/sites/default/files/hab/clinical-quality-management/2014guide.pdf> Accessed April 6, 2017

*Adapted from the HRSA-HIV/AIDS Bureau's Core Performance Measures HIV Medical Visit Frequency (updated January 2015). <https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>.

Supp. 2.1	PCV13 Pneumococcal Vaccination – All Clients	*DHSP (April 2017)
Description:	Percentage of clients, regardless of age, with a diagnosis of HIV who have ever received the PCV13 pneumococcal vaccine	
Numerator:	Number of clients in the denominator who have ever received the PCV13 pneumococcal vaccine	
Denominator:	Number of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period	
Client Exclusion(s):	None	
Data Element(s):	1. Is there documentation in the chart that the client has received the PCV13 pneumococcal vaccine? (Y/N)	
Minimum Performance Threshold:	Greater than or equal to 80%	
Comparison Data:	In 2011, the National HIVQUAL reported the percentage of clients who had at least one clinical visit in each 6-month period of the review period who received a pneumococcal vaccination either in the review period or the 4 years preceding the start of the review period is 70% (mean). https://www.ehivqual.org/scripts/eHIVQUAL%202011%20Report%20-%20National.pdf	

<p>U.S. Department of Health & Human Services Guidelines:</p>	<p>The Advisory Committee on Immunization Practices (ACIP) recommends routine use of 13-valent pneumococcal conjugate vaccine (PCV13; Prevnar 13,) for adults aged ≥19 years with immunocompromising conditions, citing that the Invasive Pneumococcal Disease (IPD) rates for adults aged 18–64 years with human immunodeficiency virus (HIV) was 173 per 100,000 (CDC, unpublished data, 2012) more than 20 times those for adults without high-risk medical conditions. PCV13 should be administered to eligible adults in addition to the 23-valent pneumococcal polysaccharide vaccine (PPSV23; Pneumovax 23). The following is a summary of the ACIP pneumococcal vaccination schedule for HIV-infected persons regardless of CD4 count.</p> <p><u>No prior history of PPV23 vaccination:</u></p> <p>One dose of PCV13, followed by either:</p> <ul style="list-style-type: none"> • for CD4 ≥200 cells/μL: administer one dose of PPV23 ≥ 8 weeks after receiving PCV13 • for CD4 <200 cells/μL: PPV23 can be offered at least 8 weeks after receiving PCV13 or can await increase of CD4 to >200 cells/μL on ART <p><u>Prior history of PPV23 vaccination:</u></p> <ul style="list-style-type: none"> • One dose of PCV13 vaccine ≥1 year after PPV23 vaccination¹
<p>Use in Other Federal Programs:</p>	<p>None</p>
<p>References/ Notes</p>	<p>¹ Panel on Opportunistic Infections in HIV-Infected Adults and Adolescents. Guidelines for the prevention and treatment of opportunistic infections in HIV-infected adults and adolescents: recommendations from the Centers for Disease Control and Prevention, the National Institutes of Health, and the HIV Medicine Association of the Infectious Diseases Society of America. Downloaded from http://aidsinfo.nih.gov/guidelines on 4/7/2017 H-8.</p> <p>*Adapted from the HRSA-HIV/AIDS Bureau's Adolescent/Adult Measures Pneumococcal Vaccination (updated March 2016). https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio</p>

Supp. 2.2	MCV4 Meningococcal Vaccination – All Clients	DHSP (April 2017)
Description:	Percentage of clients, regardless of age, with a diagnosis of HIV who received at least two (2) doses of the MCV4 meningococcal vaccine since HIV diagnosis	
Numerator:	Number of clients in the denominator who received at least two doses of the MCV4 meningococcal vaccine since HIV diagnosis	
Denominator:	Number of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period	
Client Exclusion(s):	None	
Data Element(s):	1. Is there documentation in the chart that the client received at least two doses of MCV4 (Menveo® or Menactra®) meningococcal vaccine since HIV diagnosis? (Y/N)	
Minimum Performance Threshold:	Greater than or equal to 80%	
Comparison Data:	None	
U.S. Department of Health & Human Services	<p>“Persons aged ≥ 2 years with HIV who have not been previously vaccinated should receive a 2-dose primary series of meningococcal conjugate vaccine. Persons with HIV who have been previously vaccinated with meningococcal conjugate vaccine should receive a booster dose at the earliest opportunity (at least 8 weeks after the previous dose) and then continue to receive boosters at the appropriate intervals. If the most recent dose was received before age 7 years, a booster dose should be administered 3 years later. If the most recent dose was received at age ≥ 7 years, a booster should be administered 5 years later and every 5 years thereafter throughout life.”¹</p> <p>Note: MCV4 is included on the AIDS Drug Assistance Program (ADAP) formulary.</p>	
Use in Other Federal Programs:	None	
References/ Notes:	<p>¹ MacNeil JR, Rubin LG, Patton M, Ortega-Sanchez IR, Martin SW. Recommendations for Use of Meningococcal Conjugate Vaccines in HIV-Infected Persons — Advisory Committee on Immunization Practices, 2016. MMWR Morb Mortal Wkly Rep 2016;65:1189–1194. DOI: http://dx.doi.org/10.15585/mmwr.mm6543a3</p>	

Supp. 2.3	Annual Hepatitis C Screening – Males Only	*DHSP (April 2017)
Description:	Percentage of male clients, regardless of age, with a diagnosis of HIV who were tested for Hepatitis C (HCV) at least once in the measurement period	
Numerator:	Number of clients in the denominator who were tested for Hepatitis C (HCV) at least once in the measurement period	
Denominator:	Number of male clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period	
Client Exclusion(s):	None	
Data Element(s):	1. Is the client male? (Y/N) a. If yes, was the client tested for Hepatitis C (HCV) at least once in the measurement period? (Y/N)	
Minimum Performance Threshold:	Greater than or equal to 80%	
Comparison Data:	None	
U.S. Department of Health & Human Services Guidelines:	<p>“Approximately, 20% to 30% of HIV-infected patients in the United States are coinfecting with HCV. Heterosexual transmission of HCV is uncommon but more likely in those whose partners are co-infected with HIV and HCV. Existing data also suggest that sexual contact is a relatively inefficient mode of transmission between HIV seronegative men who have sex with men (MSM). However, in HIV-infected MSM, multiple outbreaks of acute HCV infection demonstrate that sexual transmission is an important mode of acquisition in this population. Risk factors include unprotected receptive anal intercourse, use of sex toys, non-injection recreational drug use, and concurrent sexually transmitted diseases (STDs). Temporally, the increase in the incidence of sexual transmission of HCV among HIV-infected MSMs coincides with an increase in high-risk sexual behaviors following the introduction of antiretroviral therapy (ART). On entry into HIV care, all HIV-infected patients should undergo routine HCV screening. Initial testing for HCV should be performed using the most sensitive immunoassays licensed for detection of antibody to HCV (anti-HCV) in blood. For at risk HCV-seronegative persons, HCV antibody testing is recommended annually or as indicated by risk exposure.”¹</p>	
Use in Other Federal Programs:	None	

References/ Notes:	<p>¹Panel on Opportunistic Infections in HIV-Infected Adults and Adolescents. Guidelines for the prevention and treatment of opportunistic infections in HIV-infected adults and adolescents: recommendations from the Centers for Disease Control and Prevention, the National Institutes of Health, and the HIV Medicine Association of the Infectious Diseases Society of America. Accessed May 22, 2017. [R-1, pg. 249]. Available at http://aidsinfo.nih.gov/contentfiles/lvguidelines/adult_oi.pdf.</p> <p>*Adapted from the HRSA-HIV/AIDS Bureau's Adolescent/Adult Measures Hepatitis C Screening (updated March 2016). https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio.</p>
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Supp.2.4	Annual Urogenital GC/CT Screening – All Clients	*DHSP (April 2017)
Description:	Percentage of clients, regardless of age, with a diagnosis of HIV who were tested for urogenital gonorrhea and chlamydia at least once within the measurement period	
Numerator:	Number of clients in the denominator who were tested for urogenital gonorrhea and chlamydia at least once within the measurement period	
Denominator:	Number of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period	
Client Exclusion(s):	None	
Data Element(s):	<p>1. Was the client tested for urogenital gonorrhea and chlamydia during the measurement period? (Y/N)</p> <p>Note: Urogenital testing includes a specimen from one or more of the following source(s): urine, vaginal, cervical or endo-cervical.</p>	
Minimum Performance Threshold:	Greater than or equal to 80%	

Comparison Data:	<p>In 2011, the National HIVQUAL reported the percentage of clients with at least one clinical visit in each six-month period of the review period who had one or more tests for gonorrhea or chlamydia during the review period as:</p> <ul style="list-style-type: none"> • Females: Gonorrhea: genital 60%, rectal 0%, and pharyngeal 0%; Chlamydia: genital 65%, rectal 2%, and pharyngeal 2%. • Males: Gonorrhea: genital 60%, rectal 0%, and pharyngeal 0%; Chlamydia: genital 55%, rectal 3%, pharyngeal 8%.
U.S. Department of Health & Human Services Guidelines:	<p>“Bacterial and viral sexually transmitted diseases (STDs) in HIV-infected men and women receiving outpatient care have been increasingly noted, indicating ongoing risky behaviors and opportunities for HIV transmission. Rising STD rates among MSM indicate increased potential for HIV transmission, both because these rates suggest ongoing risky behavior and because STDs have a synergistic effect on HIV infectivity and susceptibility.”¹</p>
Use in Other Federal Programs:	<p>Similar Measure(s) found in the “Clinical Quality Measures for 2014 CMS EHR Incentive Programs for Eligible Professionals’ table at http://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/Downloads/2014_EP_MeasuresTable_June2013.pdf.</p> <ul style="list-style-type: none"> • CMS153v2, NQC# 0003 – Chlamydia Screening for Women
References/ Notes:	<p>¹ CDC. Recommendations and Reports: “Incorporating HIV Prevention into the Medical Care of Persons Living with HIV.” July 18, 2003/52(RR12); 1-24. Accessed April 7, 2017. http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5212a1.htm</p> <p>*Adapted from the HRSA-HIV/AIDS Bureau’s Adolescent/Adult Measures Chlamydia Screening (updated March 2016) and Gonorrhea Screening (updated March 2016). https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio</p>

Supp. 2.5	Annual Pharyngeal GC Screening – Males Only	DHSP (April 2017)
Description:	Percentage of male clients, regardless of age, with a diagnosis of HIV who were tested for pharyngeal gonorrhea at least once within the measurement period	
Numerator:	Number of clients in the denominator who were tested for pharyngeal gonorrhea at least once within the measurement period	
Denominator:	Number of male clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period	
Client Exclusion(s):	None	
Data Element(s):	<ol style="list-style-type: none"> 1. Is the client male? (Y/N) <ol style="list-style-type: none"> a. If yes, was the client tested for pharyngeal gonorrhea at least once in the measurement period? (Y/N) 	
Minimum Performance Threshold:	Greater than or equal to 80%	
Comparison Data:	<p>In 2011, the National HIVQUAL reported the percentage of clients with at least one clinical visit in each six-month period of the review period who had one or more tests for gonorrhea or chlamydia during the review period as:</p> <ul style="list-style-type: none"> • Females: Gonorrhea: genital 60%, rectal 0%, and pharyngeal 0%; Chlamydia: genital 65%, rectal 2%, and pharyngeal 2%. • Males: Gonorrhea: genital 60%, rectal 0%, and pharyngeal 0%; Chlamydia: 	
U.S. Department of Health & Human Services Guidelines:	<p>“Bacterial and viral sexually transmitted diseases (STDs) in HIV-infected men and women receiving outpatient care have been increasingly noted, indicating ongoing risky behaviors and opportunities for HIV transmission. Rising STD rates among MSM indicate increased potential for HIV transmission, both because these rates suggest ongoing risky behavior and because STDs have a synergistic effect on HIV infectivity and susceptibility.”¹</p>	

<p>U.S. Department of Health & Human Services Guidelines (cont.):</p>	<p>“Routine laboratory screening for common STDs is indicated for all sexually active MSM. The following screening tests should be performed at least annually for sexually active MSM:</p> <ul style="list-style-type: none"> • A test for rectal infection with <i>N. gonorrhoeae</i> and <i>C. trachomatis</i> in men who have had receptive anal intercourse during the preceding year (NAAT of a rectal swab is the preferred approach); and <p>A test for pharyngeal infection with <i>N. gonorrhoeae</i> in men who have had receptive oral intercourse during the preceding year (NAAT is the preferred approach). Testing for <i>C. trachomatis</i> pharyngeal infection is not recommended.”²</p>
<p>Use in Other Federal Programs:</p>	<p>None</p>
<p>References/ Notes:</p>	<p>¹ CDC. Recommendations and Reports: “Incorporating HIV Prevention into the Medical Care of Persons Living with HIV.” July 18, 2003/52(RR12); 1-24. Accessed April 7, 2017. http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5212a1.htm</p> <p>² Centers for Disease Control and Prevention. Sexually Transmitted Diseases Treatment Guidelines, 2015. Accessed April 2017. Available at: http://www.cdc.gov/std/tg2015/specialpops.htm</p> <p>Note: Although the CDC’s 2015 STD screening guidelines recommend gonorrhea and chlamydia screening tests annually for sexually active MSM based on the sites of contact (urethra, pharynx, and rectum), emerging data suggests that exposure-based screening made lead to missed asymptomatic infections in MSM. In addition, HIV-positive patients may experience additional barriers to disclosing sexual activity to their medical providers, such as stigma and potential criminalization. Based on this, in 2016 the Division of HIV and STD Programs extended the annual screening requirements to include all HIV-positive men regardless of the sexual exposure or activity reported by the patient.</p> <p>CDC recommendations for STD and HIV related risks for transgender patients should be based on current anatomy and sexual behaviors. Because of the diversity of transgender persons regarding surgical affirming procedures, hormone use, and patterns of sexual behavior, providers must remain aware of symptoms consistent with common STDs and screen for asymptomatic STDs on the basis of behavioral history and sexual practices (https://www.cdc.gov/std/tg2015/specialpops.htm).</p>

Supp. 2.6	Annual Rectal GC/CT Screening – Males Only	DHSP (April 2017)
Description:	Percentage of male clients, regardless of age, with a diagnosis of HIV who were tested for rectal gonorrhea and chlamydia at least once within the measurement period	
Numerator:	Number of clients in the denominator who were tested for rectal gonorrhea and chlamydia at least once within the measurement period	
Denominator:	Number of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period	
Client Exclusion(s):	None	
Data Element(s):	1. Is the client a male? (Y/N) a. If yes, was the client tested for rectal gonorrhea and chlamydia during the measurement period? (Y/N)	
Minimum Performance Threshold:	Greater than or equal to 80%	
Comparison Data:	<p>In 2011, the National HIVQUAL reported the percentage of clients with at least one clinical visit in each six-month period of the review period who had one or more tests for gonorrhea or chlamydia during the review period as:</p> <ul style="list-style-type: none"> • Females: Gonorrhea: genital 60%, rectal 0%, and pharyngeal 0%; Chlamydia: genital 65%, rectal 2%, and pharyngeal 2%. • Males: Gonorrhea: genital 60%, rectal 0%, and pharyngeal 0%; Chlamydia: genital 55%, rectal 3%, pharyngeal 8%. 	

<p>U.S. Department of Health & Human Services Guidelines:</p>	<p>“Bacterial and viral sexually transmitted diseases (STDs) in HIV-infected men and women receiving outpatient care have been increasingly noted, indicating ongoing risky behaviors and opportunities for HIV transmission. Rising STD rates among MSM indicate increased potential for HIV transmission, both because these rates suggest ongoing risky behavior and because STDs have a synergistic effect on HIV infectivity and susceptibility.”¹</p> <p>“Routine laboratory screening for common STDs is indicated for all sexually active MSM. The following screening tests should be performed at least annually for sexually active MSM:</p> <ul style="list-style-type: none"> • A test for rectal infection with <i>N. gonorrhoeae</i> and <i>C. trachomatis</i> in men who have had receptive anal intercourse during the preceding year (nucleic acid amplification test (NAAT) of a rectal swab is the preferred approach); and • A test for pharyngeal infection with <i>N. gonorrhoeae</i> in men who have had receptive oral intercourse during the preceding year (NAAT is the preferred approach). Testing for <i>C. trachomatis</i> pharyngeal infection is not recommended.”²
<p>Use in Other Federal Programs:</p>	<p>None</p>
<p>References/ Notes:</p>	<p>¹ CDC. Recommendations and Reports: “Incorporating HIV Prevention into the Medical Care of Persons Living with HIV.” July 18, 2003/52(RR12); 1-24. Accessed April 2017. http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5212a1.htm</p> <p>² Centers for Disease Control and Prevention. Sexually Transmitted Diseases Treatment Guidelines, 2015. Accessed April 2017. Available at: http://www.cdc.gov/std/tg2015/specialpops.htm</p> <p>Note: Although the CDC’s 2015 STD screening guidelines recommend gonorrhea and chlamydia screening tests annually for sexually active MSM based on the sites of contact (urethra, pharynx, and rectum), emerging data suggests that exposure-based screening may lead to missed asymptomatic infections in MSM. In addition, HIV-positive patients may experience additional barriers to disclosing sexual activity to their medical providers, such as stigma and potential criminalization. Based on this, in 2016 the Division of HIV and STD Programs extended the annual screening requirements to include all HIV-positive men regardless of the sexual exposure or activity reported by the patient.</p> <p>CDC recommendations for STD and HIV related risks for transgender patients should be based on current anatomy and sexual behaviors. Because of the diversity of transgender persons regarding surgical affirming procedures, hormone use, and patterns of sexual behavior, providers must remain aware of symptoms consistent with common STDs and screen for asymptomatic STDs on the basis of behavioral history and sexual practices (https://www.cdc.gov/std/tg2015/specialpops.htm).</p>

Supp. 2.7	Annual HIV Risk Assessment – All Clients	*DHSP (April 2017)
Description:	Percentage of clients, regardless of age, with a diagnosis of HIV who received a comprehensive HIV risk assessment at least once within the measurement period	
Numerator:	Number of clients in the denominator who received comprehensive HIV risk assessment at least once within the measurement period	
Denominator:	Number of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period	
Client Exclusion(s):	None	
Data Element(s):	<p>1. Did the client receive a comprehensive HIV risk assessment at least once within the measurement period? (Y/N)</p> <p>Note: The minimum expectation is documentation in the client's medical record to demonstrate that EACH of the following four (4) HIV risk reduction strategies was addressed:</p> <ol style="list-style-type: none"> 1. Benefit of HIV disclosure to partner(s); 2. Treatment as prevention; 3. Use of condoms; 4. Availability of post and pre-exposure prophylaxis for partner(s). <p>HIV risk counseling occurs in the context of comprehensive medical care and can be provided by any member of the multidisciplinary primary care team.</p>	
Minimum Performance Threshold:	Greater than or equal to 80%	
Comparison Data:	None	

U.S. Department of Health & Human Services Guidelines:	<p>“HIV-infected patients should be screened for behaviors associated with HIV transmission by using a straightforward, nonjudgmental approach. This should be done at the initial visit and subsequent routine visits or periodically, as the clinician feels necessary, but at a minimum yearly. Any indication of risky behavior should prompt a more thorough assessment of HIV transmission risks. Clinicians providing medical care to HIV-infected persons can play a key role in helping their patients reduce risk behaviors and maintain safer practices and can do so with a feasible level of effort, even in constrained practice settings. Clinicians can greatly affect patients' risks for transmission of HIV to others by performing a brief screening for HIV transmission risk behaviors; communicating prevention messages; discussing sexual and drug-use behavior; positively reinforcing changes to safer behavior; referring patients for such services as substance abuse treatment; facilitating partner notification, counseling, and testing; and identifying and treating other STDs.”¹</p>
Use in Other Federal Programs:	<p>None</p>
References/ Notes:	<p>¹ CDC. Recommendations and Reports: “Incorporating HIV Prevention into the Medical Care of Persons Living with HIV.” July 18, 2003/52(RR12); 1-24. Accessed April 2017. http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5212a1.htm</p> <p>*Adapted from the HRSA-HIV/AIDS Bureau’s Adolescent/Adult Measures HIV Risk Counseling (updated March 2016). https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio.</p>

Supp. 2.8	Bi-annual Syphilis Screening – All Clients		*DHSP (April 2017)
Description:	Percentage of clients, regardless of age, with a diagnosis of HIV who were tested for syphilis a minimum of two times, at least three months apart, within the measurement period		
Numerator:	Number of clients in the denominator who were tested for syphilis a minimum of two times, at least three (3) months apart, within the measurement period		
Denominator:	Number of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period		
Client Exclusion(s):	None		
Data Element(s):	1. Was the client tested for syphilis via an appropriate serologic test a minimum of two times, at least three (3) months apart within the measurement period? (Y/N)		
Minimum Performance Threshold:	Greater than or equal to 80%		
Comparison Data:	During 2015, there were 74,702 reported new diagnoses of syphilis in the United States and 5,022 in Los Angeles County, representing a 20% increase locally from 2014. In 2015, the majority of Primary and Secondary (P&S) syphilis cases occurred among gay, bisexual, and other men who have sex with men (MSM). In 2015, MSM accounted for 81.7% of all P&S syphilis cases among males in which sex of sex partner was known and 60% of all P&S syphilis cases overall. However, in recent years, the rate of P&S syphilis has been increasing among MSM as well as heterosexual men and women. (https://www.cdc.gov/std/syphilis/stdfact-syphilis-detailed.htm).		
U.S. Department of Health & Human Services Guidelines:	<p>“Routine serologic screening for syphilis is recommended at least annually for all HIV infected patients who are sexually active, with more frequent screening (every 3–6 months) for those who have multiple partners, unprotected intercourse, sex in conjunction with illicit drug use, or use methamphetamines (or whose partners participate in such activities).”¹</p> <p>“Bacterial and viral sexually transmitted diseases (STDs) in HIV-infected men and women receiving outpatient care have been increasingly noted, indicating ongoing risky behaviors and opportunities for HIV transmission. Rising STD rates among MSM indicate increased potential for HIV transmission, both because these rates suggest ongoing risky behavior and because STDs have a synergistic effect on HIV infectivity and susceptibility.”²</p>		

Use in Other Federal Programs:	None
References/ Notes:	<p>¹ Panel on Opportunistic Infections in HIV-Infected Adults and Adolescents. Guidelines for the prevention and treatment of opportunistic infections in HIV-infected adults and adolescents: recommendations from the Centers for Disease Control and Prevention, the National Institutes of Health, and the HIV Medicine Association of the Infectious Diseases Society of America. Accessed May 22, 2017. K-3. Available at http://aidsinfo.nih.gov/contentfiles/lvguidelines/adult_oi.pdf</p> <p>² CDC. Recommendations and Reports: "Incorporating HIV Prevention into the Medical Care of Persons Living with HIV." July 18, 2003/52(RR12); 1-24. Accessed April 2017. http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5212a1.htm</p> <p>*Adapted from the HRSA-HIV/AIDS Bureau's Adolescent/Adult Measures Syphilis Screening (updated March 2016). https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio.</p>

Supp. 2.9	Annual Substance Use Screening – All Clients	*DHSP (April 2017)
Description:	Percentage of clients, regardless of age, with a diagnosis of HIV who were screened for substance use at least once within the measurement period	
Numerator:	Number of clients in the denominator who were screened for substance use at least once within the measurement period	
Denominator:	Number of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period	
Client Exclusion(s):	None	
Data Element(s):	<p>1. Is there documentation in the medical record that the client was assessed for the use of activities at least once within the measurement period? (Y/N)</p> <p>Note: The minimum expectation is documentation in the client's medical record to demonstrate that the client was assessed for use/misuse of EACH of the following substances:</p> <ul style="list-style-type: none"> • Alcohol • Illicit drug(s) • Tobacco/Tobacco product(s) <p>DHSP recommends the use of standardized and validated assessment tools to ensure adequacy of screening and documentation such as NIDA Quick Screen V1.0 https://www.drugabuse.gov/sites/default/files/pdf/nmassist.pdf</p> <p>Additionally, DHSP recognizes that substance use screening occurs in the context of comprehensive medical care and can be initiated by any member of the multidisciplinary primary care team.</p>	
Minimum Performance Threshold:	Greater than or equal to 80%	
Comparison Data:	The National HIVQUAL reported the percentage of patients with whom substance use was discussed and documented in the chart as: 90.1% in 2007, 93.5% in 2009, and 92% in 2011.	

<p>U.S. Department of Health & Human Services Guidelines:</p>	<p>“Patients living with HIV infection often must cope with many social, psychiatric, and medical issues that are best addressed through a patient-centered, multi-disciplinary approach to the disease. The baseline evaluation should include an evaluation of the patient’s readiness for ART, including an assessment of high-risk behaviors, substance abuse, social support, mental illness, comorbidities, economic factors (e.g., unstable housing), medical insurance status and adequacy of coverage, and other factors that are known to impair adherence to ART and increase the risk of HIV transmission. Once evaluated, these factors should be managed accordingly.”¹</p>
<p>Use in Other Federal Programs:</p>	<p>Similar Measure(s) found in the “Clinical Quality Measures for 2014 CMS EHR Incentive Programs for Eligible Professionals” table at http://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/Downloads/2014_EP_MeasuresTable_June2013.pdf.</p> <ul style="list-style-type: none"> • CMS137v2, NQC# 0004 - Initiation and Engagement of Alcohol and Other Drug Dependence Treatment • CMS 138v2, NQC# 0028 – Tobacco Use: Screening and Cessation Intervention
<p>References / Notes:</p>	<p>¹Panel on Antiretroviral Guidelines for Adults and Adolescents. Guidelines for the use of antiretroviral agents in HIV-1-infected adults and adolescents. Department of Health and Human Services. Available at https://aidsinfo.nih.gov/contentfiles/lvguidelines/adultandadolescentgl.pdf Accessed April 7, 2017. B-1.</p> <p>*Adapted from the HRSA-HIV/AIDS Bureau’s Adolescent/Adult Measures Substance Abuse Screening (updated March 2016). https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio.</p>

Supp. 2.10	Annual Depression Screening – All Clients	*DHSP (April 2017)
Description:	Percentage of clients, regardless of age, with a diagnosis of HIV who were screened for depression, using a standardized, validated depression screening tool at least once within the measurement period	
Numerator:	Number of clients in the denominator who were screened for depression, using a standardized, validated depression screening tool, at least once within the measurement period	
Denominator:	Number of clients, regardless of age, with a diagnosis of HIV who had at least one medical visit within the first six months of the measurement period	
Client Exclusion(s):	None	
Data Element(s):	<p>1. Was the client screened for depression using a standardized, validated depression screening tool at least once within the measurement period? (Y/N)</p> <p>The minimum expectations for DHSP's Depression Screening measure includes documentation in the medical record to demonstrate the client was assessed for depression using one or more of the following standardized, validated screening tool(s):</p> <ul style="list-style-type: none"> • Patient Health Questionnaire (PHQ9) • Beck Depression Inventory (BDI or BDI-II) • Center for Epidemiologic Studies Depression Scale (CES-D) • Depression Scale (DEPS) • Duke Anxiety-Depression Scale (DADS) • Geriatric Depression Scale (SDS) • Cornell Scale Screening and PRIME MD-PHQ2 	
Minimum Performance Threshold:	Greater than or equal to 80%	
Comparison Data:	The National HIVQUAL reported the median percentage of patients who received all required components of a mental health screen during the review period as: 20.9% in 2007, 26.1% in 2009, and 36% in 2011. In addition, the components of the mental screening include cognitive function, depression, anxiety, sleep disturbance, appetite, domestic violence, and post-traumatic stress disorder screenings.	

<p>U.S. Department of Health & Human Services Guidelines:</p>	<p>“Patients living with HIV infection often must cope with many social, psychiatric, and medical issues that are best addressed through a patient-centered, multi-disciplinary approach to the disease. The baseline evaluation should include an evaluation of the patient’s readiness for ART, including an assessment of high-risk behaviors, substance abuse, social support, mental illness, comorbidities, economic factors (e.g., unstable housing), medical insurance status and adequacy of coverage, and other factors that are known to impair adherence to ART and increase the risk of HIV transmission. Once evaluated, these factors should be managed accordingly.”¹</p>
<p>Use in Other Federal Programs:</p>	<p>Similar Measure(s) found in the “Clinical Quality Measures for 2014 CMS EHR Incentive Programs for Eligible Professionals’ table at http://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/Downloads/2014_EP_MeasuresTable_June2013.pdf.</p> <ul style="list-style-type: none"> • CMS161v2, NQC# 0104 – Adult Major Depressive Disorder (MDD): Suicide Risk Assessment • CMS2v3, NQF #0418 – Screening for Clinical Depression and Follow-up Plan • CMS160v2, NQC #0712 - Depression Utilization of the PHQ-9 Tool
<p>References/ Notes:</p>	<p>¹Panel on Antiretroviral Guidelines for Adults and Adolescents. Guidelines for the use of antiretroviral agents in HIV-1-infected adults and adolescents. Department of Health and Human Services. Available at https://aidsinfo.nih.gov/contentfiles/lvguidelines/adultandadolescentgl.pdf Accessed April 7, 2017. B-1.</p> <p>*Adapted from the HRSA-HIV/AIDS Bureau’s Adolescent/Adult Measures Substance Abuse Screening (updated March 2016). https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio.</p>

ATTACHMENT 2

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH TUBERCULOSIS SCREENING, EVALUATION & TREATMENT GUIDELINES FOR HIV-POSITIVE PERSONS

These guidelines are based on recommendations from County of Los Angeles Department of Public Health Tuberculosis (TB) Control Program and represent the **routine screening recommendations for HIV-positive persons.**

Recommended screening tests include the use of an Interferon-Gamma Release Assay (IGRA) such as QuantiFERON®-TB Gold (QFT-GIT) or the T-SPOT®.TB test (T-SPOT) when testing HIV-positive persons for TB; however, the Tuberculin Skin Test (TST) remains an effective alternative to detect the presence of *Mycobacterium tuberculosis* in HIV-positive persons.

Due to the complexity and duration of effective treatment of TB in HIV-positive persons, it is recommended that treatment of active TB patients be provided by or in consultation with the County of Los Angeles Department of Public Health. Further information can be obtained by calling (213) 745-8000.

ROUTINE SCREENING & TESTING GUIDELINES

- **Baseline (one-time) TB Test at entry into care**
- **Annual Risk Assessment**
 - 1) **Symptoms:**
 - TB symptoms (persistent cough >3 weeks, hemoptysis, fever, night sweats, weight loss, hoarse voice) **If one or more of the above are present, refer for Chest X-Ray (CXR) and sputum collection**
 - 2) **TB Contact history:**
 - Contact with person(s) with active TB disease since last assessment
Repeat TB test and refer for CXR regardless of TB test result
 - 3) **Other Risk Factors:**
 - Homelessness
 - Incarceration
 - Travel to endemic country for ≥ 1 month
 - $CD4 \leq 200$ cells/mm³**If one more of the above are present, repeat TB test**

RADIOLOGIC SCREENING RECOMMENDATIONS

- **Chest x-ray (single PA View) is recommended for all HIV-positive persons with one or more of the following:**
 - Symptoms consistent with active TB infection

ATTACHMENT 2

- All identified contacts of persons with TB disease, **regardless of IGRA or TST result**
- New positive IGRA or TST $\geq 5\text{mm}$
- Client(s) with a history of positive IGRA or TST with no prior treatment for TB infection
- Prior to the initiation of treatment for TB infection if most recent CXR is > 6 months

TREATMENT OF TB INFECTION AFTER EXCLUDING TB DISEASE

- Isoniazid 300 mg daily x 9 months
- Consider shorter rifamycin-based regimens for patients on select antiretroviral treatment regimens. Consult Department of Public Health for specific guidance

REPORTING & DOCUMENTATION REQUIREMENTS

The TB Screening Form (H304-AOM) must be used to document risk assessment, administration and results of TB screening tests on all patients and if indicated treatment initiation and completion or disposition.

- Complete sections 1 – 8 of the TB Screening Form for all patients; **mail gold copy within 30 days of risk assessment and testing.**
- For patients receiving treatment for TB infection, complete section 9 of the TB Screening Form; **mail pink copy within 7 days of the completion of treatment.**
- For questions about completing or to obtain additional TB Screening Forms contact the TB Control Program office at **(213) 745-3922.**
- Place completed gold or pink forms in a confidential envelope and mail to: **TB Control Program – Targeting Testing Unit 2615 S. Grand Ave., Room 507, Los Angeles, CA 90007**
- Attachment A: County of Los Angeles Department of Public Health TB Screening Form H304-AOM (3/14)

To report active and/or suspected TB disease:

- All cases of active and/or suspected TB disease must be reported **immediately** to TB Control Program at **(213) 745-8000.**
 - A Confidential Morbidity Report (CMR) must be submitted **within 1 working day** of identification and should be **faxed to the TB Control Program at (213) 749-0926.**

ATTACHMENT 2

- A fillable PDF CMR is available on the TB Control Program website at www.lapublichealth.gov/tb.

- Attachment B: County of Los Angeles Department of Public Health Confidential Morbidity Report of TB Suspects & Cases (8/15)

Additional resources available from the Department of Public Health TB Control Program

- “Core Curriculum on TB”, Centers for Disease Control and Prevention (CDC) 2013
- Centers for Disease Control and Prevention. Updated Guidelines for Using Interferon Gamma Release Assays to Detect *Mycobacterium tuberculosis* Infection, United States. MMWR 2010; 59 (No. RR-5) <http://www.cdc.gov/mmwr/pdf/rr/rr5905.pdf>
- Latent TB Infection-LAC patient education brochure - available in 6 languages
- CDC INH patient education available in Spanish & English
- TB Control Program – TB infection Provider Toolkit <http://publichealth.lacounty.gov/tb/providertoolkit.htm>

ATTACHMENT 3

SCREENING FOR SEXUALLY TRANSMITTED DISEASES

- I. HIV-positive patients shall be screened for sexually transmitted infections in accordance with AOM pay for performance measures (Attachment 1) and with local Los Angeles County STD screening guidelines, available at <http://ph.lacounty.gov/dhsp/InfoForProviders.htm>
- II. All cases of Syphilis, Gonorrhea, and Chlamydia shall be reported to the Los Angeles County Department of Public Health, Division of HIV and STD Programs (DHSP) using a Confidential Morbidity Report (CMR) form within one (1) day of identification for Syphilis and within seven (7) days of identification for Gonorrhea and Chlamydia. CMR forms may be obtained from: <http://ph.lacounty.gov/dhsp/ReportCase.htm>
- III. Medical and public health consultation is available from DHSP for any STD clinical questions regarding evaluation, diagnosis, treatment, and follow-up of STDs in HIV-infected clients. For questions, record searches (including previous RPR titers), and assistance with reporting a case, call DHSP's Clinical Nursing and Guidance Unit at 213-368-7441. Assistance is available Monday through Friday 8am-5pm.
- IV. The CDC Sexually Transmitted Diseases Treatment Guidelines may be consulted for additional information: www.cdc.gov/std/treatment

**CORE HIV MEDICAL SERVICES FOR PLWH
Ryan White Program Eligibility Documentation and Verification**

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

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

CORE HIV MEDICAL SERVICES FOR PLWH

VERIFICATION OF QUALIFICATIONS: HIV SPECIALIST FORM

Pursuant to California Standing Referral law, the Division of HIV and STD Programs requires verification of criteria for credentialing specialists in HIV. Please read carefully for the "and" and the "or" and check the criteria box(es) listed below that apply to you. **To be completed by the person designated as the Project Director for this contract.**

I am licensed by the Medical Board of California to practice medicine in the state of California, and choose one of the following:

1. I am credentialed as an "HIV Specialist" by the American Academy of HIV Medicine; **OR**

2. I am Board Certified in the field of infectious diseases by a member board of American Board of Medical Specialties **AND** I meet the following qualifications:

In the immediate preceding 12 months, I have clinically managed medical care to a minimum of 15 patients who are infected with HIV; and I have successfully completed a minimum of 15 hours of category 1 continuing medical education (CME) in the prevention of HIV infection, combined with diagnosis, treatment, or both, of HIV-infected patients, including a minimum of 5 hours related to antiretroviral therapy per year;

OR

3. In the immediate preceding 12 months, I have clinically managed medical care to a minimum of 25 patients who are infected with HIV; **AND**, I have successfully completed a minimum of 30 hours of category 1 continuing medical education (CME) in the prevention of HIV infection, combined with diagnosis, treatment, or both, of HIV-infected patients.

Name of Practitioner (please print) Mauro Torno, M.D.

Practitioner Signature: *Mauro Torno* License Number A52189 Expiration Date 2/28/2021

Office Address: 2525 Grand Avenue, Long Beach, CA 90815

Office Telephone: 562-570-4330 Office Fax _____