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April 04, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE A MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF
COMMUNITY ENGAGEMENT AND RELATED SERVICES TO SUPPORT THE COMMUNITY
PUBLIC HEALTH TEAMS PROJECT EFFECTIVE UPON DATE OF EXECUTION THROUGH
SEPTEMBER 30, 2025
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute a Master Agreement Work Order for the provision of Community Engagement and Related Services to support the Community Public Health Teams Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department Public Health (Public Health), or designee, to execute a competitively solicited Master Agreement Work Order (MAWO), substantially similar to Exhibit I, with Community Health Councils, Inc. for the provision of community engagement and related services to support the Community Public Health Teams (CPHTs) Project, effective upon date of execution through September 30, 2025, in the amount of \$38,055,487, fully offset by the California Department of Public Health (CDPH) Future of Public Health Funding award, and the Centers for Disease Control and Prevention (CDC) Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems grant.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the MAWO that: a) extend the term for up to three additional one-year terms through September 30, 2028, at amounts to be determined by the Director of Public Health or designee, contingent on the availability of funds and contractor performance; b) allow for a no-cost adjustment to the term through March 31, 2029; c) allow the rollover of unspent MAWO funds, as allowed by the grants; d)

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

41 April 4, 2023

CELIA ZAVALA
EXECUTIVE OFFICER

provide an increase or decrease in funding up to 35 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable MAWO term, and make corresponding service adjustments, as necessary; and/or e) make updates to the terms and conditions, as needed; subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the MAWO that authorize modifications to or within budget categories, and make corresponding service adjustments, as necessary; make changes to hours of operation and/or service locations; and/or make corrections to the MAWO's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Recommendation 1 will allow Public Health to execute a MAWO with Community Health Councils, Inc., as a result of a competitive Work Order Solicitation (WOS) process, for the provision of community engagement and related services for Public Health's Office of Planning, Integration, and Engagement (PIE) CPHTs Project.

The CPHTs Project is a novel, community-based system of care that will focus on protecting the health of Los Angeles County's (LAC) most vulnerable communities. To better address the needs of under-resourced communities, Public Health will pilot a new model of public health service delivery referred to as CPHTs. CPHTs will consist of coordinated, place-based, and community-driven health practitioners who will work together with community members to reduce gaps in health outcomes and improve the conditions essential for overall health and well-being in high-need communities throughout LAC. Through a shared leadership model, staff from community-based organizations, health care partners (e.g., community hospitals, clinics, community health centers, etc.) or Federally Qualified Health Centers, and staff from Public Health will work together as a CPHT to provide targeted outreach and engagement services in select high-need communities with the shared goal of improving health and well-being. The goal of this pilot project is to enhance and expand Public Health's infrastructure to benefit 10 high-need communities and engage residents in community-driven public health initiatives that are geographically distributed across all five Supervisorial Districts. As part of this project, Community Health Councils, Inc. will be responsible for the development and administration of up to 10 CPHTs in highly impacted communities throughout LAC.

Approval of Recommendation 2 will allow Public Health to execute amendments to the MAWO to extend the term of the MAWO; rollover unspent funds; increase or decrease funding up to 35 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable MAWO term, and make corresponding service adjustments, as necessary; and/or make updates to the terms and conditions, as needed. This recommended action will also allow Public Health to amend the MAWO to adjust the term for up to six months beyond the expiration date at no additional cost. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Approval of Recommendation 3 will allow Public Health to execute change notices to the MAWO to authorize modifications to or within budget categories, and make corresponding service adjustments, as necessary; make changes to hours of operation and/or service locations; and/or make corrections to the MAWO's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.1 - Increase Our Focus on Prevention Initiatives, and Strategy I.2 - Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation of the MAWO is \$38,055,487, consisting of \$4,415,753 for the period effective on the date of execution through September 30, 2023 (Term 1), \$16,819,867 for the period of October 1, 2023 through September 30, 2024 (Term 2), and \$16,819,867 for the period of October 1, 2024 through September 30, 2025 (Term 3), 100 percent offset by funds from CDPH Future of Public Health Funding award, and CDC Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems grant. There is no net County cost associated with this action.

Funding for the MAWO is included in Public Health's Recommended Budget for fiscal year (FY) 2022-23 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 21, 2020, your Board approved the execution of Master Agreements with 61 agencies for the provision of community engagement and related services and delegated authority to the Director of Public Health, or designee, to execute competitively solicited MAWOs for services performed under the Master Agreements subject to the following criteria: a) if a Work Order Solicitation (WOS) results in a MAWO that is \$299,999 or less annually, upon County Counsel review and approval, the respective department will notify your Board of the MAWO; and b) if a WOS results in a MAWO that is \$300,000 or more annually, the respective department will return to your Board for approval.

Public Health is returning to your Board for authorization to execute a competitively solicited MAWO as this recommended action results in a MAWO that is \$300,000 or more annually.

As required under Board Policy 5.120, your Board was notified on March 10, 2023 of Public Health's request to increase or decrease funding up to 35 percent above or below each term's annual base maximum obligation.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

On February 7, 2023, Public Health released a Community Engagement and Related Services WOS for the CPHTs Project (CES-WOS-012).

On March 1, 2023, Public Health released WOS Addendum 1 which included bidders' questions and related responses. There were no requests received for a Solicitation Requirements Review.

Public Health received two bids by the submission deadline of March 8, 2023. No bids were received late or disqualified. The successful bidder, Community Health Councils, Inc., met all the requirements and submitted the lowest cost responsive bid.

The Honorable Board of Supervisors

4/4/2023

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No transmittal to request a Proposed Contractor Selection Review was received by the deadline. On March 10, 2023, the selected bidder was notified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to create CPHTs that consist of coordinated, place-based, and community-driven health practitioners who will work together with community members to reduce gaps in health outcomes and improve the conditions essential for overall health and well-being in high-need communities throughout LAC.

Respectfully submitted,



Barbara Ferrer, PhD, MPH, MEd

Director

BF:np
#06829

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Master Agreement Number: PH-004037

Work Order Number: W2

**COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH
MASTER AGREEMENT WORK ORDER (MAWO)
FOR
COMMUNITY ENGAGEMENT AND RELATED SERVICES
FOR
COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)

COMMUNITY HEALTH COUNCILS, INC.**

This Master Agreement Work Order and Attachments made and entered into on _____, by and between the County of Los Angeles, Department of Public Health hereinafter referred to as “County” and Community Health Councils, Inc., hereinafter referred to as “Contractor”. Contractor is located at 4335 West Adams Boulevard, Suite 200, Los Angeles CA 90018.

RECITALS

WHEREAS, on January 27, 2020, the County and Contractor entered into Master Agreement Number PH-004037 to provide Community Engagement and Related Services for the Department of Public Health (Public Health); and

WHEREAS, Contractor submitted a response to Work Order Solicitation (WOS) Number CES-WOS-012 released by the County on February 7, 2023, for Community Engagement and Related Services for the Community Public Health Teams (CPHTs) Project; and

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

WHEREAS, all terms of the Master Agreement Number PH-004037 shall remain in full force and effect; and

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

1.0 APPLICABLE DOCUMENTS

Attachments A through J are attached to, and form a part of, this MAWO. In the event of any conflict or inconsistency in the definition or interpretation of any work,

responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base MAWO and the Attachments, or between Attachments, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement, MAWO, and then to the Attachments according to the following priority:

Attachments:

Attachment A: Statement of Work

Attachment B-1: Scope of Work (Term 1)

Attachment B-2: Scope of Work (Term 2)

Attachment B-3: Scope of Work (Term 3)

Attachment C-1: Budget (Term 1)

Attachment C-2: Budget (Term 2)

Attachment C-3: Budget (Term 3)

Attachment D: Certification of No Conflict of Interest

Attachment E: Certification of Employee Status

Attachment F: County's Administration

Attachment G: Contractor's Administration

Attachment H: Forms Required for Each Work Order Before Work Begins

Attachment I: Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Attachment J: COVID-19 Vaccination Certification Compliance (Sample)

2.0 WORK

Pursuant to the provisions of this MAWO, Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth in the Statement of Work (Attachment A) and Scopes of Work (Attachments B-1, B-2, and B-3). This MAWO will constitute the complete and exclusive statement of understanding between the parties, relating to the subject matter of this MAWO.

3.0 TERM OF MASTER AGREEMENT WORK ORDER

The term of this MAWO will be effective upon date of execution and continue in full force and effect through September 30, 2025, with an option to extend thereafter for up to three (3) additional one-year terms, through September 30, 2028, subject to the availability of funds and contractor performance, unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

4.0 CONTRACT BUDGET

Contractor must provide community engagement and related services as set forth in the Budgets (Attachments C-1, C-2, and C-3), attached hereto and incorporated herein by reference. Contractor must not add or replace services or personnel without the prior written permission of the County's Project Director or designee.

5.0 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 MAWO, without cause, upon the giving of ten (10) calendar days' written notice to Contractor. In the alternative to cancellation, Director may, at his or her sole discretion, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written Amendment. To implement such, an Amendment to the MAWO will be prepared by Director and executed by the Contractor and by the Director pursuant to Master Agreement, Paragraph 8.0, Standard Terms and Conditions, subparagraph 8.1, Amendments.

6.0 FUNDING SOURCE

Provision of services under this MAWO for Community Engagement and Related Services for the Community Public Health Teams (CPHTs) Project will be funded by the California Department of Public Health (CDPH), Future of Public Health Funding award, Agreement Number FoPH-021; and the Centers for Disease Control and Prevention (CDC), Strengthening U.S. Public Health Infrastructure, Workforce and Data Systems (IWD) grant, Assistance Living Number 93.967.

7.0 MAXIMUM TOTAL AMOUNT AND PAYMENT

- 7.1 For the period effective upon date of execution through September 30, 2025, the Maximum Total Amount that County will pay Contractor for all services to be provided under this MAWO shall not exceed Thirty-Eight Million, Fifty-Five Thousand, Four Hundred Eighty-Seven Dollars (\$38,055,487), as set forth in the Budgets (Attachments C-1, C-2, and C-3), attached hereto and incorporated herein by reference.
- 7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in the Budgets (Attachments C-1, C-2, and C-3), attached hereto and incorporated herein by reference.
- 7.3 Contractor must satisfactorily perform and complete all required Services in accordance with the Statement of Work (Attachment A) and Scopes of Work (Attachments B-1, B-2, and B-3), notwithstanding the fact that total payment from County will not exceed the Maximum Total Amount. Performance of services as used in this Paragraph includes time spent performing any of

the service activities designated in the Attachments including, but not limited to, any time spent on the preparation for such activities.

- 7.4 All invoices submitted by Contractor for payment must be submitted for approval to the County Project Manager, or designee, no later than thirty (30) calendar days after month end from when the services were rendered by Contractor.
- 7.5 Upon expiration or prior termination of this MAWO, Contractor must submit to County Project Manager, within thirty (30) calendar days of expiration or termination, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County Project Manager within the specified period described above will constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- 7.6 The Director of Public Health, or designee, may execute Amendments to the MAWO that: a) extend the term for up to three (3) additional one-year terms through September 30, 2028, at amounts to be determined by the Director of Public Health or designee, contingent on the availability of funds and contractor performance; b) allow for a no-cost adjustment to the term through March 31, 2029; c) allow the rollover of unspent MAWO funds, as allowed by the grants; d) provide an increase or decrease in funding up to 35 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable MAWO term, and make corresponding service adjustments, as necessary; and/or e) make updates to the terms and conditions, as needed; subject to Board approval. Amendments must be signed by the Director, or designee, and Contractor, as authorized by the Board, and will be incorporated into, and become part of this MAWO.
- 7.7 The Director of Public Health, or designee, may execute Change Notices to the MAWO that authorize modifications to or within budget categories, and make corresponding service adjustments, as necessary; make changes to hours of operation and/or service locations; and/or make corrections to the MAWO's terms and conditions. Change Notices must be signed by the Director, or designee, and Contractor, as authorized by the Board, and will be incorporated into, and become part of this MAWO.

8.0 INVOICE AND PAYMENTS

- 8.1 Contractor must invoice the County only for providing the tasks, deliverables, services, and other work specified in this MAWO.
- 8.2 Contractor must invoice County monthly in arrears. All invoices must include a financial invoice and all required reports and/or data. All invoices must clearly reflect all required information as specified on the forms provided by

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

- 8.3 Invoices must be submitted to County within thirty (30) calendar days after the close of each calendar month during which the services were rendered. County will make a reasonable effort to make payment within thirty (30) days following receipt of a complete and correct monthly invoice. County will make payment in accordance with the Budgets (Attachments C-1, C-2, and C-3) attached hereto and incorporated herein by reference.
- 8.4 Contractor must invoice County on a Cost Reimbursement basis, as reflected in the Budgets (Attachments C-1, C-2, and C-3).
- 8.5 Invoices under this MAWO must be submitted to the address(es) set forth in Attachment F, County's Administration.
- 8.6 While payments shall be made in accordance with the Budgets (Attachments C-1, C-2, and C-3), 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 fixed price per deliverable set in the budgets, Contractor shall be reimbursed only for the actual costs. In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

9.0 CONFLICT OF INTEREST

- 9.1 No County employee whose position with the County enables such employee to influence the award of this MAWO or any competing Work Order, 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 MAWO. 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.
- 9.2 The Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect of hereafter to be enacted during the terms of this MAWO. 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 must immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all personnel implicated and a complete description of all

relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of the Master Agreement.

10.0 MANDATORY COMPLETION DATE

Contractor must provide all deliverables no later than the completion date identified in the Statement of Work (Attachment A) and Scopes of Work (Attachments B-1, B-2, and B-3). The Contractor must ensure all Services have been performed by such date.

11.0 SERVICES

Contractor will not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that utilizes personnel not specified in this MAWO, and/or that exceeds the Maximum Total Amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

12.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 12.1 At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to: (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"); (2) working on County owned or controlled property while performing services under this Contract; and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 12.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received: (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna); (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen); or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 12.3 Prior to assigning Contractor Personnel to perform in-person services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC, or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR")

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

- 12.4 Contractor must evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
- (a) Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test that has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation, or order.
 - (b) Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - (c) Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 12.5 In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19. A completed Attachment J (COVID-19 Vaccination Certification of Compliance) is a

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS MAWO. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS MAWO ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT, REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL, WHATSOEVER.

COUNTY OF LOS ANGELES

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

CONTRACTOR

By: _____
Signature

Printed Name

Title: _____

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

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#06829:np

STATEMENT OF WORK

FOR

**COUNTY OF LOS ANGELES DEPARTMENT OF
PUBLIC HEALTH**

COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)

STATEMENT OF WORK

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STATEMENT OF WORK

COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)

1.0 INTRODUCTION

In Los Angeles County (LAC), the COVID-19 pandemic has highlighted the need for significant investments in the local public health workforce and infrastructure. The extended duration of the pandemic has strained the County of Los Angeles (County) Department of Public Health's (Public Health's) capacity to address new and worsening conditions impacting LAC communities. Strategic investments are critical to broadening, repairing, and re-envisioning Public Health's infrastructure while constructing and maintaining programs that will address the needs of under-resourced and disproportionately impacted communities. Strategies to eliminate gaps in COVID-19 outcomes, increase utilization of public health mitigation practices, and address inequities in chronic conditions, communicable disease, and other public health issues require investments centered on community-driven priorities. These priorities will build the capacity of the local health department and community institutions that are integral to a community-centered public health response.

In an effort to build Public Health's capacity and maximize the impacts of the public health workforce, Public Health will develop a novel, community-based system of care to protect the health of the most vulnerable communities in LAC. To better address the needs of these under-resourced and diverse communities, Public Health will develop and pilot a new model of public health service delivery referred to as **Community Public Health Teams (CPHTs)**. CPHTs will consist of coordinated, place-based, and community-driven health practitioners who will work together with community members to reduce gaps in health outcomes and improve the conditions essential for overall health and well-being in high-need communities throughout LAC.

Through a shared leadership model, staff from Community-Based Organizations (CBOs), health care partners (HCPs) (e.g., community hospitals, clinics, community health centers, etc.) or Federally Qualified Health Centers (FQHCs), and staff from Public Health will work together as a CPHT to provide targeted outreach and engagement services in select high-need communities with the shared goal of improving health and well-being.

The project will consist of three terms (Term 1 will be 6 months; Term 2 will be 12 months; and Term 3 will be 12 months). The role of the Contractor will be to support the formation and deployment of CPHTs through a solicitation process and support the planning work of the CPHTs during the first term. The Contractor will then manage and administer the disbursement of funds to CPHTs, and provide administrative and programmatic oversight of the CPHTs for the remainder of Term

1 and throughout Terms 2 and 3. The first term will also include a three-month planning phase for the CPHT subcontractors.

2.0 PROJECT OVERVIEW

The goal of the CPHT pilot project is to build a community-centered system of care and strengthen the infrastructure needed to deliver coordinated, community-based services to individuals and highly impacted communities. CPHTs will build upon existing community assets such as community-based resources and supports including relationships with local organizations and social services agencies to address various public health issues, community-identified concerns, and respond to emerging public health threats. Each CPHT will utilize a community-driven approach and will be structured to meet the unique needs of each of the ten (10) CPHT communities, as further described in Section 2.1 – CPHT Communities. CPHT efforts will focus on:

1. **Outreach** – Develop strategies and tools to build awareness of CPHTs and share information, resources, and health-related referrals with community members.
2. **Engagement** – Ensure that community members have an important and active role in program implementation, and that activities are reflective of community needs.
3. **Services** – Identify gaps in health-related resources and connect community members to health and social services.

2.1 CPHT Communities

CPHTs will be geographically distributed across ten (10) high-need communities and located across all five (5) Supervisorial Districts. During the solicitation process, the ten (10) communities will be identified by CPHTs using key metrics from various indices such as the Healthy Places Index, Social Vulnerability Index, and/or other community-identified health indicators. It is the role of each CPHT to select, identify, and define the boundaries of their respective CPHT community at the census tract level. CPHT communities will include 5 – 8 contiguous census tracts with up to 20,000 – 30,000 households. CPHTs will have flexibility to prioritize specific issues identified by community members and develop strategies within defined geographic areas. This approach is intended to leverage and build upon existing community networks and resources within each target community.

2.2 Roles and Responsibilities of CPHT Members

The members of each CPHT will represent diverse disciplines comprised of staff from local CBOs, HCPs/FQHCs, and Public Health to engage community members and address health priorities utilizing the following strategies:

Core Strategies:

- Visit each household at least once annually to conduct household needs assessment(s) and as requested, provide linkages to information and support resources.
- Ensure residents are connected to health care services.
- Collect and analyze health, mental health, and social determinants of health (SDoH) data from residents and secondary sources.
- Convene regular community meetings in each target community to share data, jointly identify health issues, and develop community action plans.
- Mobilize partnerships to advance health equity and improve community conditions.

Roles and responsibilities of CPHT members are outlined in the table below. Each CPHT must:

- Consist of a partnership between a CBO and HCP/FQHC agency formalized through a contractual agreement.
- Identify the primary agency and the secondary agency (either the CBO or the HCP/FQHC). The primary agency will be responsible for serving as the lead administrative entity.
- Define the roles and responsibilities of primary and secondary agencies.

CPHT Members	Role	Responsibilities
Community-Based Organizations (CBOs)	To mobilize the community to identify, highlight, and address challenges to community health and raise awareness/provide health and social service-related resources and referrals to residents.	<p><i>The following responsibilities can be led by the CBO and/or the HCP/FQHC:</i></p> <ul style="list-style-type: none"> • Provide outreach and education to community members including annual household visits • Support vaccination efforts including mobile clinics/events • Offer health screenings and family assessments • Provide systems navigation and/or referrals to health care, mental health, and social support services
Health Care Partner (HCP)/Federally Qualified Health Center (FQHC)	To provide health-related resources and services to community members residing in designated communities to address healthcare needs.	<ul style="list-style-type: none"> • Lead communications development • Collect health data • Serve on CPHT Leadership Team • Lead community action plan development • Host a minimum of two (2) community convenings each year and participate, as appropriate, in other community convenings • Identify and mobilize partners • Offer health care assessments, coordination, and education • Perform disease investigation (case investigation/contact tracing on select communicable diseases) • Partner with Public Health and other funders to build capacity and develop a sustainability plan
Assigned Public Health Field Staff	To serve in a supportive role to provide resources and forge partnerships that will allow CPHTs to achieve designated outcomes.	<ul style="list-style-type: none"> • Provide CPHT partner coordination • Support CPHT Leadership Team Meetings • Support community convenings • Support development of community action plans • Serve as a liaison with other Public Health programs, County Departments, and community partners • Expand partnerships as directed by the CPHT

Ancillary Partners	Role	Responsibilities
Community Members	To engage in ongoing CPHT activities and provide feedback to administrative, programmatic, and evaluative components of the project to ensure they are reflective of community needs.	<ul style="list-style-type: none"> • Community convening participation • Provide ongoing input • Serve in a leadership role, as identified
Lead Fiscal Agency (Contractor)	To provide administrative, fiscal, and programmatic oversight to CPHTs.	<ul style="list-style-type: none"> • Solicit and contract with program partners • Support the development and implementation of CPHTs • Fiscal and contractual monitoring • Partnership coordination and capacity building • Training assessment and coordination • Provide technical assistance • Support program evaluation
Public Health Administrative Staff	To provide administrative and programmatic support to Contractor and CPHTs.	<ul style="list-style-type: none"> • Provide direction and guidance to Contractor and CPHTs on programmatic implementation, policy, fiscal and procedural requirements
Training Vendor(s)	To provide relevant training sessions to CPHTs and community members based on identified training needs.	<ul style="list-style-type: none"> • Develop and deliver training curriculum across all CPHTs, as needed • Maintain records of training attendance and evaluation • Tailor training sessions to meet the needs of CPHTs, as needed

3.0 CONTRACTOR ROLES

The Contractor will provide the following services to support the overall goals and objectives of the CPHT pilot project:

- Develop/form CPHTs by identifying subcontractors through a solicitation process.
- Provide administrative and fiscal oversight of subcontractors.
- Support program implementation through convening countywide CPHT Leadership Meetings, providing ongoing technical assistance, building capacity through training coordination, and supporting program and process evaluation efforts.

Details on specific services to be provided by the Contractor can be found below in Section 4.2 – Contractor Responsibilities, and in Attachments B-1, B-2, and B-3 – Scopes of Work.

4.0 RESPONSIBILITIES

4.1 County Responsibilities

County responsibilities will include, but are not limited to:

- 4.1.1 Monitor Contractor performance of the delivery of Contractor services specified in Section 3.0 above and provide direction relating to programmatic implementation, policy, fiscal, and procedural requirements.
- 4.1.2 Designate a County Project Manager to oversee the project and develop and manage a project implementation plan with input from Contractor.
- 4.1.3 Provide guidance to Contractor in drafting and releasing the solicitation, developing a Scope of Work for CPHTs, evaluation criteria, community selection criteria, scoring matrix to evaluate solicitation proposals, and review committee to identify and award subcontractors.
- 4.1.4 Provide guidance to Contractor in the drafting of templates for the CPHT Subcontractor Agreements and Statements of Work.
- 4.1.5 Coordinate program orientation sessions and/or trainings to support CPHT project implementation, as needed.
- 4.1.6 Establish project outcomes to be tracked for the duration of the project to determine progress and success. Guidelines for collecting and reporting data to track project progress will be determined in partnership with Contractor and CPHTs.
- 4.1.7 Provide technical assistance to Contractor and CPHT subcontractors on administrative requirements outlined in contracts and subcontracts.
- 4.1.8 Provide guidance to Contractor on programmatic activities such as support for countywide CPHT Leadership quarterly meetings, capacity building, training coordination, and project evaluation efforts.
- 4.1.9 Review quarterly and final reports submitted by Contractor to ensure all tasks, deliverables, goods, services, etc. provided by

Contractor are in accordance with the terms and conditions set forth in the Contract.

- 4.1.10 Facilitate regular internal audits to ensure all reimbursed expenses are allowable and ensure that Contractor and CPHT subcontractors are abiding by contractual provisions.

4.2 Contractor Responsibilities

Contractor responsibilities include, but are not limited to:

- 4.2.1 Appoint one (1) Full-Time Equivalent (FTE) individual to serve as Project Manager, in accordance with the requirements set forth in Section 4.3.1, Contractor's Project Manager. This is the minimum staffing requirement; however, Contractor must provide sufficient staff to manage all necessary fiscal and administrative functions of the project. Contractor will be required to determine final staffing structure.
- 4.2.2 Release a solicitation to identify, select, and contract with up to ten (10) CPHTs, representative of ten (10) high-need communities across all five (5) Supervisorial Districts. Additional details and specific requirements of the solicitation is further described in Section 4.4, CPHT Subcontractor Selection Process.
- 4.2.3 Develop CPHT contracts and Statements of Work to be approved by Public Health.
- 4.2.4 Develop an implementation plan to include agreed upon timelines and deliverables.
- 4.2.5 Oversee the disbursement of project funds to CPHT subcontractors; review subcontractor invoices and expenditures to ensure compliance with federal, State, and County grant requirements; and conduct fiscal and administrative monitoring of CPHT subcontracts.
- 4.2.6 Provide a template, to be approved by Public Health, for quarterly and final progress reports as well as year-end reports to be submitted by CPHT subcontractors.
- 4.2.7 Compile quarterly and final progress reports and monthly invoices for submission to Public Health.
- 4.2.8 Assess training needs to build capacity among CPHT subcontractors.

- 4.2.9 Subcontract with training vendor(s) that will offer and coordinate trainings to CPHTs based on identified needs. Further details can be found in Section 4.6, Training Vendor(s).
- 4.2.10 Provide technical assistance to CPHT subcontractors on planning and implementation to support achievement of long-term project outcomes.
- 4.2.11 Plan and facilitate countywide CPHT Leadership meetings to report findings, share best practices, practice peer learning, and guide pilot progression.
- 4.2.12 Support and provide input to process and program evaluations of the CPHT project.
- 4.2.13 Work with Public Health to participate in publicity opportunities for the CPHT project.
- 4.2.14 Collect, synthesize, and report lessons learned from CPHT subcontractors, including opportunities for collaboration and learning, sharing best practices on community engagement, and recommendations for systems change to build infrastructure.

4.3 Contractor Staffing Requirements

4.3.1 Contractor's Project Manager

- 4.3.1.1 Contractor must designate one (1) full-time Project Manager who will oversee the CPHT project, act as the central point of contact with Public Health, and be responsible for the overall day-to-day activities, management, and coordination of the Contract. Duties include, but are not limited to:
 - a. Providing fiscal and administrative oversight of funds;
 - b. Providing guidance and recommendations on project planning, implementation, and selection of CPHT subcontractors;
 - c. Coordinating with decision-makers, partners, and community members and act as the liaison to Public Health;
 - d. Participating in meetings with Public Health, as needed, to discuss updates and/or concerns;
 - e. Providing regular updates to Public Health regarding CPHT subcontractors' administration progress and challenges;

- f. Ensuring quarterly reports and final reports are provided to Public Health, in accordance with the requirements set forth in Section 4.7, Contractor Reporting;
- g. Monitoring CPHT subcontractors' compliance with grant funding requirements, as well as any other applicable laws and regulations; and
- h. Act as the liaison on behalf of the Contractor to address all fiscal and contractual matters relating to the daily operations of the Contract and CPHT subcontractors.

4.3.1.2 Contractor's Project Manager must have the following minimum credentials:

- a. Master's degree in social services (e.g., public health, social work, anthropology, public administration, or related field); and at least three (3) years of experience implementing public health or social service programs in underserved communities, or related experience; OR
- b. Bachelor's degree in social services (e.g., public health, social work, anthropology, public administration, or related field); and at least five (5) years of experience implementing public health or social service programs in underserved communities, or related experience.

4.3.1.3 Contractor's Project Manager should also possess the following qualifications:

- a. Experience working with CBOs, managing subcontractors or fiscally sponsored projects, program design and implementation, and managing, invoicing, and reporting on government funded programs.
- b. Strong oral, written, organizational, communication, and interpersonal skills.
- c. Knowledge and experience with contract management for community organizations and public health issues.

4.3.1.4 Public Health must have access to the Contractor's Project Manager during normal business hours between 8:00 a.m. and 5:00 p.m. Pacific Time (PT). Contractor must provide a telephone number where the Project Manager can be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

4.4 CPHT Subcontractor Selection Process

- 4.4.1 With approval from Public Health, Contractor must develop and release a solicitation to identify, select, and execute up to ten (10) Subcontractor Agreements with qualified CPHT subcontractors, representative of ten (10) high-need communities across all five (5) Supervisorial Districts.
- 4.4.2 The solicitation process will include, but not be limited to the following activities:
- Develop the solicitation
 - Provide solicitation presentation for interested parties
 - Release solicitation announcement
 - Field proposers' questions
 - Accept proposals
 - Evaluate proposals according to scoring matrix
 - Inform selected and non-selected proposers
- 4.4.3 Subcontracts will be awarded based on adherence to solicitation requirements and proposal scores. Contractor will develop a scoring matrix and establish a review panel to evaluate proposals. Contractor must ensure that CPHT proposals include the following:
- Consist of a partnership between a CBO agency and HCP/FQHC agency.
 - Identify the primary and secondary agency (i.e., either the CBO or the HCP/FQHC). The primary agency will serve as the lead administrative entity.
 - Define the roles of primary and secondary agencies.
 - Identify a geographic area according to the community selection criteria that will be specified in the solicitation.
 - Ensure that all five (5) Supervisorial Districts are represented.
- 4.4.4 Evaluation requirements for the CPHT solicitation may include, but are not limited to:
- Background and history of proposers/agencies
 - Description of partnership between the primary and secondary agencies
 - Defined roles of each participating agency
 - Review of community resources/assets available in chosen geographic area
 - Use of approved data indices to identify communities
 - Program implementation plan

- Program budget

4.5 CPHT Subcontractor Responsibilities

CPHT subcontractors must work with Contractor and Public Health to receive programmatic oversight and guidance to ensure that they are serving their respective CPHT community and implementing program activities. Responsibilities of CPHT subcontractors may include, but are not limited to:

- 4.5.1 Develop an implementation plan approved by Contractor and Public Health to outline activities and services in their respective CPHT community.
- 4.5.2 Each CPHT must designate two (2) FTE Program Managers to oversee the implementation of on-the-ground activities. One Program Manager will oversee programmatic requirements and the other will manage administrative duties. These Program Managers will work closely with the Contractor, Public Health field staff, and liaise with Public Health administrative staff. CPHTs are required to have sufficient staff to comply with all contractual obligations and determine final staffing structure.
- 4.5.3 Designate a programmatic lead to be the main point of contact for the Contractor and Public Health. Agency programmatic lead will be responsible for ensuring that contracted partners are aware of all project requirements and participate in meetings to provide guidance to staff. Agency programmatic lead will participate in regular meetings with Contractor and/or Public Health to check in on project progress.
- 4.5.4 Visit up to 20,000 – 30,000 households in the census tracts of their respective CPHT community within Term 2 and Term 3 of the project period to offer and conduct household needs assessments, provide linkages and information for support services, and ensure residents are connected to health care services.
- 4.5.5 Collect and analyze health, mental health, and social determinants of health (SDoH) data from residents and secondary sources (e.g., Public Health, California Department of Public Health, Centers for Disease Control and Prevention, etc.).
- 4.5.6 Host a minimum of two (2) community engagement convenings annually in their respective CPHT community and participate, as appropriate, in other community convenings. The purpose of these community engagement convenings will be to share data, jointly identify health issues, and develop community action plans.

- 4.5.7 Provide ongoing opportunities for community engagement within CPHT communities.
- 4.5.8 Ensure that program staff participate in centralized trainings, including orientation and refresher trainings, and provide guidance to staff to reinforce messaging and field guidelines, as coordinated by Contractor and/or Public Health. CPHT subcontractors must pay staff to participate in Public Health trainings.
- 4.5.9 Responsible for reporting on programmatic activities, data metrics, and project outcomes. Compile CPHT monthly and final progress reports in addition to year-end reports and invoices for submission to the Contractor and Public Health using a template provided by Public Health.
- 4.5.10 Participate in CPHT Leadership meetings with Contractor, Public Health, and other CPHT subcontractors to facilitate coordination, peer learning, and sharing of best practices and challenges.

4.6 Training Vendor(s)

Contractor must subcontract with training vendor(s). The roles of the training vendor(s) will be to develop, deliver, and coordinate trainings based on identified needs of the CPHTs. The training vendor(s) will develop training curriculum across all CPHTs, maintain records of training attendance and evaluation, and tailor training sessions to meet the needs of CPHTs, as needed.

4.7 Contractor Reporting

In addition to any reporting requirements outlined in the MAWO, Contractor must submit quarterly, year-end, and final reports to Public Health on the following information using a template provided by Public Health:

- Quarterly progress reports on meeting deliverables;
- Challenges and recommendations to Public Health;
- Provide supporting documentation, including copies of CPHT Subcontractor Agreements;
- Quarterly progress reports on milestones in pre-approved format;
- Monthly fiscal reports; and
- Performance measure data.

Quarterly progress reports must be submitted to Public Health within the timeframe that will be specified by Public Health. Contractor must provide a final report and supporting documentation for expenditures to Public Health

no later than sixty (60) days from the expiration of the Contract/MAWO, unless extended by the County.

**COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
SCOPE OF WORK**

Term 1: Date of Execution through September 30, 2023

The Contractor must achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities must be completed according to the stated timelines and must be documented as specified.

Goal: Support the formation and deployment of Community Public Health Teams (CPHTs) through a solicitation process; support the planning work of the CPHTs; and provide administrative, fiscal, and programmatic oversight of CPHTs.

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
<p>1.0 Maintain minimum staff requirements</p>	<p>1.1 Appoint and/or recruit/hire and maintain one (1) full-time equivalent (FTE) Project Manager. Project Manager must meet the requirements set forth in the Statement of Work (Attachment A), Section 4.3.1 – Contractor’s Project Manager.</p> <p>1.2 Appoint and/or recruit/hire and maintain sufficient staff needed to carry out all fiscal, administrative, and programmatic functions of this project, as described in the Statement of Work (Attachment A), and the Scopes of Work (Attachments B-1, B-2, and B-3). Document personnel/staffing structure and organizational chart for approval by Public Health.</p>	<p>Within three (3) months from contract’s date of execution (DOE)</p> <p>Within three (3) months of DOE</p>	<p>1.1 Documentation of recruitment efforts, job descriptions, job applications, resumes of hired staff, etc.</p> <p>1.2 Documentation of recruitment efforts, job descriptions, job applications, resumes of hired staff, staffing structure, organizational chart, etc.</p>
<p>2.0 Develop an Implementation Plan</p>	<p>2.1 Develop an implementation plan with input from Public Health.</p>	<p>Within thirty (30) days of DOE</p>	<p>2.1 Implementation plan to be approved by Public Health.</p>
<p>3.0 Develop and release a solicitation to identify CPHT subcontractors.</p>	<p>3.1 Develop a solicitation process to identify CPHT subcontractors, as specified in the Statement of Work (Attachment A), Section 4.4 CPHT – Subcontractor Selection Process.</p> <p>3.2 Complete the solicitation process including, but not limited to: developing the solicitation documents with guidance from Public Health including the CPHT Scopes of Work and subcontractor agreement templates; providing the solicitation presentation to interested parties; releasing the solicitation; fielding proposers’ questions; accepting proposals; evaluating</p>	<p>Within three (3) months of DOE</p> <p>Within three (3) months of DOE</p>	<p>3.1 Solicitation plan/process documents.</p> <p>3.2 Solicitation documents, CPHT Scopes of Work, subcontractor agreement templates, scoring matrix, list of review panel members, proposals</p>

**COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
SCOPE OF WORK**

Term 1: Date of Execution through September 30, 2023

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<p>proposals according to scoring matrix; and informing selected and non-selected proposers.</p> <p>3.3 Select winning proposals, send out correspondence to selected and non-selected proposers, participate in contract negotiations, execute subcontractor agreements.</p>	<p>Within three (3) months of DOE</p>	<p>received, etc., to be approved by Public Health.</p> <p>3.3 List of winning proposals, correspondence, to proposers, fully executed subcontractor agreements.</p>
<p>4.0 Build capacity among CPHT subcontractors and participating community members.</p>	<p>4.1 Assess training needs to build capacity among CPHT subcontractors.</p>	<p>Ongoing and as needed</p>	<p>4.1 Training assessment tool developed by Contractor.</p>
<p>5.0 Perform administrative, fiscal, and programmatic activities.</p>	<p>5.1 Ensure that CPHT subcontractors meet staff requirements including recruitment, hiring, supervision, and deployment of field staff and administrative teams.</p> <p>5.2 Submit and manage monthly invoices and maintain backup expense documentation for Contractor and subcontractors for Public Health.</p> <p>5.3 Provide ongoing technical guidance and support to CPHT subcontractors on contractual and fiscal requirements.</p> <p>5.4 Submit progress reports to Public Health, as specified in the Statement of Work (Attachment A), Section 4.7 – Contractor Reporting.</p>	<p>Within thirty (30) days of CPHT subcontractor’s DOE and ongoing</p> <p>Monthly</p> <p>Upon request</p> <p>Quarterly</p>	<p>5.1 Staffing metrics will be provided to Public Health on a quarterly basis.</p> <p>5.2 Monthly invoices, general ledgers, expenditure receipts to be submitted to Public Health. Backup documentation submitted to Public Health upon request.</p> <p>5.3 Assistance log to be kept on file.</p> <p>5.4 Quarterly, year-end, and final progress reports.</p>

**COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
SCOPE OF WORK**

Term 1: Date of Execution through September 30, 2023

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	5.5 Participate in monthly meetings with Public Health	Monthly	5.5 Meeting notes, agendas, etc.

**COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
SCOPE OF WORK**

Term 2: October 1, 2023 through September 30, 2024

The Contractor must achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities must be completed according to the stated timelines and must be documented as specified.

Goal: Provide guidance to develop and strengthen CPHT relationships, support implementation, and create a learning community among countywide CPHT pilot leads; and provide administrative, fiscal, and programmatic oversight of CPHTs.

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
1.0 Plan and facilitate countywide CPHT Leadership Meetings and provide ongoing technical assistance and support for CPHTs.	1.1 Plan and facilitate countywide CPHT Leadership meetings where the leads from each of the 10 CPHTs gather to report findings, share best practices, practice peer learning, and guide pilot progression. 1.2 Provide technical assistance to CPHTs on planning and implementation to support achievement of long-term project outcomes. 1.3 Provide a written summary of high-level discussion points from each quarterly meeting to capture progress, technical assistance needs, best practices, and action items/next steps.	Quarterly Ongoing and as needed Quarterly	1.1 Number of attendees, key attendees, key objectives and outcomes from meetings, and next steps, if applicable. 1.2 Documentation of technical assistance provided, etc. 1.3 Summary of each quarterly countywide CPHT Leadership meeting.
2.0 Build capacity among CPHT subcontractors and participating community members.	2.1 Continue to assess training needs to build capacity among CPHT subcontractors. 2.2 Subcontract with training vendor(s) based on identified training needs. 2.3 Coordinate trainings for CPHT subcontractors and participating residents.	Ongoing and as needed Ongoing and as needed Ongoing and as needed	2.1 Training assessment tool developed by Contractor. 2.2 Agreements/subcontracts with training vendor(s). 2.3 Training records, agendas.
3.0 Conduct Evaluations	3.1 Support and provide input to process and program evaluations of the CPHT project.	Ongoing	3.1 Surveys, reports, key informant interviews, data collection tools, etc.

**COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
SCOPE OF WORK**

Term 2: October 1, 2023 through September 30, 2024

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
<p>4.0 Provide opportunities to highlight program activities</p>	<p>4.1 Work with Public Health and/or authorized representatives to participate in media, conference, press event, publication, and other publicity opportunities.</p>	<p>Ongoing</p>	<p>4.1 Links to all publicity opportunities, list of media training participants.</p>
<p>5.0 Perform administrative, fiscal, and programmatic activities.</p>	<p>5.1 Maintain sufficient staff needed to carry out all fiscal, administrative, and programmatic functions of this project.</p> <p>5.2 Ensure that CPHT subcontractors meet staff requirements including recruitment, hiring, supervision, and deployment of field staff and administrative teams.</p> <p>5.3 Submit and manage monthly invoices and maintain backup expense documentation for Contractor and subcontractors for Public Health.</p> <p>5.4 Complete one (1) annual Programmatic and Fiscal Contract Review and Audit including an Annual Contract Audit site visit. Guidance will be provided by Public Health.</p> <p>5.5 Complete contract review and audit by Public Health, including preparation and maintenance of documents for fiscal audit.</p> <p>5.6 Participate in evaluations or site visits, including preparation and maintenance of documents, from funding agencies.</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Monthly</p> <p>Annually</p> <p>Upon request</p> <p>Upon request</p>	<p>5.1 Updated personnel/staffing structure and organizational chart.</p> <p>5.2 Staffing metrics will be provided to Public Health on a quarterly basis.</p> <p>5.3 Monthly invoices, general ledgers, expenditure receipts to be submitted to Public Health. Backup documentation submitted to Public Health upon request.</p> <p>5.4 Signed audit documents, letter of completion, etc. kept on file with Contractor and Public Health.</p> <p>5.5 Letter of Completion from Public Health.</p> <p>5.6 Letter of Completion from site visits.</p>

**COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
SCOPE OF WORK**

Term 2: October 1, 2023 through September 30, 2024

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	5.7 Provide ongoing technical guidance and support to CPHT subcontractors on contractual and fiscal requirements.	Upon request	5.7 Assistance log to be kept on file.
	5.8 Submit progress reports to Public Health, as specified in the Statement of Work (Attachment A), Section 4.7 – Contractor Reporting.	Quarterly	5.8 Quarterly, year-end, and final progress reports.
	5.9 Participate in monthly meetings with Public Health	Monthly	5.9 Meeting notes, agendas, etc.

**COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
SCOPE OF WORK**

Term 3: October 1, 2024 through September 30, 2025

The Contractor must achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities must be completed according to the stated timelines and must be documented as specified.

Goal: Provide guidance to develop and strengthen CPHT relationships, support implementation, and create a learning community among countywide CPHT pilot leads; and provide administrative, fiscal, and programmatic oversight of CPHTs.

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
1.0 Plan and facilitate countywide CPHT Leadership Meetings and provide ongoing technical assistance and support for CPHTs.	1.1 Plan and facilitate countywide CPHT Leadership meetings where the leads from each of the 10 CPHTs gather to report findings, share best practices, practice peer learning, and guide pilot progression. 1.2 Provide technical assistance to CPHTs on planning and implementation to support achievement of long-term project outcomes. 1.3 Provide a written summary of high-level discussion points from each quarterly meeting to capture progress, technical assistance needs, best practices, and action items/next steps.	Quarterly Ongoing and as needed Quarterly	1.1 Number of attendees, key attendees, key objectives and outcomes from meetings, and next steps, if applicable. 1.2 Documentation of technical assistance provided, etc. 1.3 Summary of each quarterly countywide CPHT Leadership meeting.
2.0 Build capacity among CPHT subcontractors and participating community members.	2.1 Continue to assess training needs to build capacity among CPHT subcontractors. 2.2 Subcontract with training vendor(s) based on identified training needs. 2.3 Coordinate trainings for CPHT subcontractors and participating residents.	Ongoing and as needed Ongoing and as needed Ongoing and as needed	2.1 Training assessment tool developed by Contractor. 2.2 Agreements/subcontracts with training vendor(s). 2.3 Training records, agendas.
3.0 Conduct Evaluations	3.1 Support and provide input to process and program evaluations of the CPHT project.	Ongoing	3.1 Surveys, reports, key informant interviews, data collection tools, etc.

**COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
SCOPE OF WORK**

Term 3: October 1, 2024 through September 30, 2025

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
<p>4.0 Provide opportunities to highlight program activities</p>	<p>4.1 Work with Public Health and/or authorized representatives to participate in media, conference, press event, publication, and other publicity opportunities.</p>	<p>Ongoing</p>	<p>4.1 Links to all publicity opportunities, list of media training participants.</p>
<p>5.0 Perform administrative, fiscal, and programmatic activities.</p>	<p>5.1 Maintain sufficient staff needed to carry out all fiscal, administrative, and programmatic functions of this project.</p> <p>5.2 Ensure that CPHT subcontractors meet staff requirements including recruitment, hiring, supervision, and deployment of field staff and administrative teams.</p> <p>5.3 Submit and manage monthly invoices and maintain backup expense documentation for Contractor and subcontractors for Public Health.</p> <p>5.4 Complete one (1) annual Programmatic and Fiscal Contract Review and Audit including an Annual Contract Audit site visit. Guidance will be provided by Public Health.</p> <p>5.5 Complete contract review and audit by Public Health, including preparation and maintenance of documents for fiscal audit.</p> <p>5.6 Participate in evaluations or site visits, including preparation and maintenance of documents, from funding agencies.</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Monthly</p> <p>Annually</p> <p>Upon request</p> <p>Upon request</p>	<p>5.1 Updated personnel/staffing structure and organizational chart.</p> <p>5.2 Staffing metrics will be provided to Public Health on a quarterly basis.</p> <p>5.3 Monthly invoices, general ledgers, expenditure receipts to be submitted to Public Health. Backup documentation submitted to Public Health upon request.</p> <p>5.4 Signed audit documents, letter of completion, etc. kept on file with Contractor and Public Health.</p> <p>5.5 Letter of Completion from Public Health.</p> <p>5.6 Letter of Completion from site visits.</p>

**COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
SCOPE OF WORK**

Term 3: October 1, 2024 through September 30, 2025

OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	5.7 Provide ongoing technical guidance and support to CPHT subcontractors on contractual and fiscal requirements.	Upon request	5.7 Assistance log to be kept on file.
	5.8 Submit progress reports to Public Health, as specified in the Statement of Work (Attachment A), Section 4.7 – Contractor Reporting.	Quarterly	5.8 Quarterly, year-end, and final progress reports.
	5.9 Participate in monthly meetings with Public Health	Monthly	5.9 Meeting notes, agendas, etc.

COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
COMMUNITY HEALTH COUNCILS, INC.

Budget Period
Date of Execution
through
September 30, 2023

Description	Amount
Salaries	\$ 297,229
Employee Benefits	\$ 65,390
Fixed Costs	
• CPHT Subcontractors	\$ 3,750,000
• Community Engagement Convenings	\$ -
• Training Vendor(s)	\$ -
Operating Expenses	\$ 36,687
Mileage and Travel	\$ 1,580
Other Costs	\$ 224,778
Indirect Costs	\$ 40,089
TOTAL PROGRAM BUDGET	\$ 4,415,753

During the term of this MAWO, any variation to the above budget must be executed through a written Change Notice, executed by the Public Health Project Director and the Contractor. Invoices and cost reports must be submitted in accordance with approved line-item detailed budgets.

COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
COMMUNITY HEALTH COUNCILS, INC.

Budget Period
October 1, 2023
through
September 30, 2024

Description	Amount
Salaries	\$ 575,206
Employee Benefits	\$ 126,545
Fixed Costs	
• CPHT Subcontractors	\$ 15,000,000
• Community Engagement Convenings	\$ 120,000
• Training Vendor(s)	\$ 200,000
Operating Expenses	\$ 88,809
Mileage and Travel	\$ 3,159
Other Costs	\$ 626,776
Indirect Costs	\$ 79,372
TOTAL PROGRAM BUDGET	\$ 16,819,867

During the term of this MAWO, any variation to the above budget must be executed through a written Change Notice, executed by the Public Health Project Director and the Contractor. Invoices and cost reports must be submitted in accordance with approved line-item detailed budgets.

COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)
COMMUNITY HEALTH COUNCILS, INC.

Budget Period
October 1, 2024
through
September 30, 2025

Description	Amount
Salaries	\$ 575,206
Employee Benefits	\$ 126,545
Fixed Costs	
• CPHT Subcontractors	\$ 15,000,000
• Community Engagement Convenings	\$ 120,000
• Training Vendor(s)	\$ 200,000
Operating Expenses	\$ 88,809
Mileage and Travel	\$ 3,159
Other Costs	\$ 626,776
Indirect Costs	\$ 79,372
TOTAL PROGRAM BUDGET	\$ 16,819,867

During the term of this MAWO, any variation to the above budget must be executed through a written Change Notice, executed by the Public Health Project Director and the Contractor. Invoices and cost reports must be submitted in accordance with approved line-item detailed budgets.

**COMMUNITY ENGAGEMENT AND RELATED SERVICES
MASTER AGREEMENT WORK ORDER
FOR
COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)**

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement Work Order (MAWO). Work cannot begin on the MAWO until County receives this executed document.)

CONTRACTOR NAME	Community Health Councils, Inc.		
Work Order Number:	W2	Master Agreement Number:	PH-004037

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the MAWO specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**COMMUNITY ENGAGEMENT AND RELATED SERVICES
MASTER AGREEMENT WORK ORDER
FOR
COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)**

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement Work Order (MAWO). Work cannot begin on the MAWO until County receives this executed document.)

CONTRACTOR NAME: Community Health Councils, Inc.

Work Order No. W2

County Master Agreement No. PH-004037

I, _____, CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached MAWO.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**COMMUNITY ENGAGEMENT AND RELATED SERVICES
MASTER AGREEMENT WORK ORDER
FOR
COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO.: PH-004037 WORK ORDER NO.: W2

COUNTY PROJECT DIRECTOR:

Name:	Tiffany Romo
Title:	Health Program Manager
Address:	313 N. Figueroa St., Suite 708, Los Angeles, CA 90012
Telephone:	213-587-3894
Fax:	N/A
E-mail Address	tromo@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name:	Monica Molina
Title:	Staff Analyst, Health
Address:	313 N. Figueroa St., Suite 708, Los Angeles, CA 90012
Telephone:	213-822-4716
Fax:	N/A
E-mail Address	mmolina@ph.lacounty.gov

INVOICES SHALL BE SUBMITTED TO:

Name:	Ana Goins-Ramirez
Title:	Senior Staff Analyst
Address:	313 N. Figueroa St., Suite 708, Los Angeles, CA 90012
Telephone:	323-236-3710
Fax:	N/A
E-mail Address	agoins-ramirez@ph.lacounty.gov

**COMMUNITY ENGAGEMENT AND RELATED SERVICES
MASTER AGREEMENT WORK ORDER
FOR
COMMUNITY PUBLIC HEALTH TEAMS (CPHTs)**

CONTRACTOR'S ADMINISTRATION

**CONTRACTOR NAME.: COMMUNITY HEALTH COUNCILS, INC.
MASTER AGREEMENT NO.: PH-004037 WORK ORDER NO.: W2**

CONTRACTOR'S PROJECT DIRECTOR:

Name:	
Title:	
Address:	
Telephone:	
Fax:	
E-mail Address	

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:	
Title:	
Address:	
Telephone:	
Fax:	
E-mail Address	

Name:	
Title:	
Address:	
Telephone:	
Fax:	
E-mail Address	

NOTICES TO CONTRACTOR WILL BE SENT TO THE FOLLOWING:

Name:	
Title:	
Address:	
Telephone:	
Fax:	
E-mail Address	

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

- H1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement Work Order (MAWO). Work cannot begin on the MAWO until County receives this executed document.)

Contractor Name: Community Health Councils, Inc.

Work Order No.: W2 County Master Agreement No.: PH-004037

GENERAL INFORMATION:

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

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 Master Agreement. 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 agree that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement 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 Master Agreement. 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 MAWO 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 MAWO may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement Work Order (MAWO). Work cannot begin on the MAWO until County receives this executed document.)

Contractor Name: Community Health Councils, Inc.

Employee Name: _____

Work Order No.: W2 County Master Agreement No.: PH-004037

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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 Master Agreement. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me, in whole or in part, pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement Work Order (MAWO). Work cannot begin on the MAWO until County receives this executed document.)

Contractor Name: Community Health Councils, Inc.

Employee Name: _____

Work Order No.: W2 County Master Agreement No.: PH-004037

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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 Master Agreement. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived there from shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by

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

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

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

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles,**

California 90012, PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

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

- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business

Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that

are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

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

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

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

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

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

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

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

15. OBLIGATIONS OF COVERED ENTITY

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

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

16. TERM

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

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

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

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work

Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

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

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

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

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

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

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

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____, (the “Contractor”), certify that on County Contract _____ [ENTER CONTRACT NUMBER AND NAME]:

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

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

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

Signature

Date

Title

Contractor Name