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May 21, 2024

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:



BOARD OF SUPERVISORS

Holly J. Mitchell Second District Lindsey P. Horvo Third District Janice Hahn Fourth Distric Kathryn Barger Fifth District

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

May 21, 2024

JĖFF LEVINSON INTERIM EXECUTIVE OFFICER

APPROVAL TO EXECUTE A MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF COMMUNITY ENGAGEMENT AND RELATED SERVICES TO SUPPORT CAPACITY BUILDING. TRAINING, AND TECHNICAL ASSISTANCE EFFECTIVE JULY 1, 2024, THROUGH JUNE 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 Capacity Building, Training, and Technical Assistance.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a Master Agreement Work Order (MAWO), substantially similar to Exhibit I, with Los Angeles Centers for Alcohol and Drug Abuse, selected under a competitive solicitation process for the provision of Community Engagement and Related Services to support Capacity Building, Training, and Technical Assistance (CBTTA), effective July 1, 2024, through June 30, 2025. in the amount of \$1,840,000, fully funded by the Probation Department Juvenile Justice Crime Prevention Act (JJCPA).
- 2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the MAWO that: a) extend the term through June 30, 2027, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; b) allow for a no-cost adjustment to the term through December 31, 2027; c) allow the rollover of unspent MAWO funds, if allowable by the grantor; d) provide an increase or decrease in funding up to 10 percent above or below the annual base maximum obligation, effective upon execution or beginning of

The Honorable Board of Supervisors 5/21/2024 Page 2

applicable MAWO budget period; update the statement of work and/or scope of work, as necessary; and/or e) correct errors in the MAWO's terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute a new MAWO with Los Angeles Centers for Alcohol and Drug Abuse, as a result of a competitive Work Order Solicitation (WOS) process, for the provision of community engagement and related services to support CBTTA.

Public Health's Office of Violence Prevention (OVP) has been partnering with the Probation Department to enhance the organizational capacity of Community-Based Organizations (CBOs) serving youth and families that are involved in the juvenile justice system, at-risk of involvement in the justice system, or impacted by violence and trauma. Recognizing that service delivery is most effective when led by a CBO with established roots in the communities it serves, and that these organizations have faced numerous organizational challenges serving communities and community members who have been impacted by complex trauma, inequities, and shared root causes, OVP has identified these circumstances as an equity issue, and has designated capacity building as a priority.

Los Angeles Centers for Alcohol and Drug Abuse providing CBTTA will serve as the primary entity responsible for: 1) contract and mini-grant administration; and 2) training with respect to business operations and organizational development, focusing on strengthening the capacity of CBOs to deliver effective services while building on their ability to manage back-office operations. Los Angeles Centers for Alcohol and Drug Abuse will provide CBTTA to a minimum of 20 CBOs in the following communities: including a minimum of two each in Antelope Valley, East Los Angeles, Hawaiian Gardens, Puente Valley, Pomona; and four in South Los Angeles due to the significantly higher rate of violence in this area.

Approval of Recommendation 2 will allow Public Health to execute amendments to the MAWO to extend and/or adjust the term; rollover unspent funds; and increase or decrease funding up to 10 percent above or below the annual base maximum obligation; update the statement of work and/or scope of work; and/or correct errors in the contract's terms and conditions, as necessary.

Implementation of Strategic Plan Goals

The recommended actions support North Star 2 – Foster vibrant and resilient communities, Goals – Economic Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the MAWO in the amount of \$1,840,000, for the term of July 1, 2024, through June 30, 2025, fully funded by Probation Department JJCPA funds.

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) 2024 -25 and will be included in future FYs, as necessary.

The Honorable Board of Supervisors 5/21/2024 Page 3

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 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.

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

CONTRACTING PROCESS

On January 29, 2024, Public Health released a Community Engagement and Related Services WOS to support CBTTA. Responses to the WOS were due to Public Health on February 26, 2024.

Public Health received one proposal by the submission deadline. The proposal was reviewed by an evaluation committee made up of subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the WOS solicitation process. As a result of this process, Public Health is recommending a MAWO with the Proposer.

On April 9, 2024, notification of the WOS results was sent to the recommended Proposer. Public Health has since obtained a Letter of Intent from the recommended Proposer.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to award a MAWO to support CBTTA in Los Angeles County.

The Honorable Board of Supervisors 5/21/2024 Page 4

Respectfully submitted,

Barbara Ferrer, PhD, MPH, MEd

Basa Jene

Director

BF:cv #07460

Enclosures

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

Master Agreement Number: PH-004305

Work Order Number: W2

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH MASTER AGREEMENT WORK ORDER (MAWO)

FOR

CAPACITY BUILDING, TRAINING, AND TECHNICAL ASSISTANCE

COMMUNITY ENGAGEMENT AND RELATED SERVICES LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

This Master Agreement Work Order and all Attachments is made and entered into on ______, by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" and Los Angeles Centers for Alcohol and Drug Abuse, hereinafter referred to as "Contractor". Contractor is located at 12070 Telegraph Road, Suite 207, Santa Fe Springs, California 90670.

RECITALS

WHEREAS, on October 26, 2020, the County and Contractor entered into Master Agreement Number PH-004305 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-019 released by the County on January 29, 2024, for Capacity Building, Training, and Technical Assistance (TTA), Community Engagement and Related Services; 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-004305 will remain in full force and effect.

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 I 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: Scope of Work

Attachment C: Budget

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: Contractor's Obligation as Other Than Business Associate

(Inadvertent Access) Under the Health Insurance Portability and

Accountability Act of 1996 ("HIPAA")

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 Scope of Work (Attachment B). 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 is effective July 1, 2024, through June 30, 2025, with an option to extend thereafter for up to two additional one-year terms, through June 30, 2027, subject to performance and availability of funds, 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 Budget (Attachment C), 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 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 this MAWO which will be prepared by Director and executed by Contractor and the Director pursuant to Subparagraph 8.1 of the Master Agreement, Amendments.

6.0 FUNDING SOURCE

Provision of services under this MAWO for Capacity Building, Training, and Technical Assistance (TTA), Community Engagement and Related Services is funded by the Probation Department's Juvenile Justice Crime Prevention Act funds.

7.0 MAXIMUM TOTAL AMOUNT AND PAYMENT

- 7.1 For the period effective July 1, 2024, through June 30, 2025, the Maximum Total Amount that County will pay Contractor for all services to be provided under this MAWO will not exceed one million, eight hundred forty thousand dollars (\$1,840,000), as set forth in the Budget (Attachment C).
- 7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in the Budget (Attachment C).
- 7.3 Contractor must satisfactorily perform and complete all required Services in accordance with the Statement of Work (Attachment A) and Scope of Work (Attachment B), 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 for payment must be submitted by Contractor for approval to the County Project Manager, or designee, no later than 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 30 calendar days, 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 elect, or Contractor may request the Director of Public Health, or designee, to execute Change Notices to the MAWO that: a) permit modifications to or within budget categories within the budget, as reflected in the Budget (Attachment C), and make corresponding services adjustments as necessary; b) allow for changes to hours of operation and/or service locations; and/or c) correct errors in the MAWO's term and conditions. A written Change Notice will be signed by the Director, or designee, as authorized by the Board, and Contractor, 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 and all required reports and/or data and 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 County will make a reasonable effort to make payment within 30 days following receipt of an undisputed, complete and correct monthly invoice, in accordance with the Budget (Attachment C).
- 8.4 Contractor must invoice County on a Cost Reimbursement basis, as reflected in the Budget (Attachment C).
- 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 will be made in accordance with the Budget (Attachment C), 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 budget, Contractor will 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, will 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 will in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.2 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure will 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 will 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 Scope of Work (Attachment B). 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.

/ / / / All Terms of the Master Agreement will remain in full force and effect. The terms of the Master Agreement will 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.

IN WITNESS WHEREOF, Contractor has executed this Work Order, or caused it to be duly executed and the county of Los Angeles, by order of its Board of Supervisors has caused this work order to be executed on its behalf by the County's Director of Public Health or designee thereof, the day, month, and year first above written.

	CC	UNTY OF LOS ANGELES
	Ву:	Barbara Ferrer, Ph.D., M.P.H., M.Ed. Director
		LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE
	Bv:	CONTRACTOR
	_,	Signature
		Printed Name
	Title:	
APPROVED AS TO FORM: BY THE OFFICE OF THE COUNTY COUNSE DAWYN R. HARRISON County Counsel	iL	
APPROVED AS TO CONTRACT ADMINISTR	ATIC	DN:
Department of Public Health		
By		
Contracts and Grants Division Management		
#07460:cv		

STATEMENT OF WORK

FOR

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

CAPACITY BUILDING, TRAINING, AND TECHNICAL ASSISTANCE

SAMPLE STATEMENT OF WORK COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH CAPACITY BUILDING, TRAINING, AND TECHNICAL ASSISTANCE

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ATTACHMENT A

STATEMENT OF WORK

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH CAPACITY BUILDING, TRAINING, AND TECHNICAL ASSISTANCE

1.0 INTRODUCTION

On February 19, 2019, in recognition of the impact of violence on individuals, families, and communities, the County of Los Angeles' (County) Board of Supervisors established the Office of Violence Prevention (OVP) within the Department of Public Health (Public Health). The mission of the OVP is to strengthen coordination, capacity, and partnerships, in order to: 1) address the root causes of violence; 2) advance systems, structures, policies and practices that are grounded in principles of race equity; 3) prevent all forms of violence; and, 4) promote healing across all communities in Los Angeles County (LAC). OVP uses a holistic and multi-faceted public health approach to build partnerships with community leaders and residents, county departments, and those most impacted by violence to develop solutions for reducing violence and promoting healing.

Public Health, in partnership with the Probation Department, and with funding support from Juvenile Justice Crime Prevention Act (JJCPA) funds, seeks to enhance the organizational capacity of Community-Based Organizations (CBO) serving youth and families that are either involved in the juvenile justice system, at-risk of involvement in the justice system, or impacted by violence and trauma. Recognizing that service delivery is most effective when led by CBOs with established roots in the communities they serve and that these organizations have faced numerous organizational challenges serving communities and community members who have been impacted by complex trauma, inequities, and shared root causes, OVP has identified these circumstances as an equity issue and has designated capacity building as a priority.

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

All changes must be made in accordance with subparagraph 8.1 Amendments of the Master Agreement.

3.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Master Agreement Work Order (MAWO). The Plan must be submitted to the County Contract Project Monitor for review. The Plan must include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that MAWO requirements are being met.
- 3.2 Monitoring Subcontractor(s), if any, for compliance and quality of services.
- 3.3 A record of all inspections conducted by the Contractor, any corrective actiontaken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.
- 3.4 Assuring that Staff providing services under this MAWO have qualifying experience and that an adequate number of staff are maintained at all times.
- 3.5 Procedures for the supervision of staff, annual performance evaluation, and identifying and addressing staff training needs.
- 3.6 Procedures for identifying, preventing, and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.
- 3.7 Procedures to respond expediently to concerns brought forth by the County and selected CBOs.
- 3.8 Conflict resolution procedures for addressing operational concerns reported, including interpersonal conflict between Contractor staff and County and non-County staff.

4.0 QUALITY ASSURANCE PLAN

County will evaluate the Contractor's performance under this MAWO using the quality assurance procedures as defined in Subparagraph 8.14 of the Master Agreement, County's Quality Assurance Plan.

4.1 Meetings

Contractor must attend bi-monthly and other required meetings with Public Health for the purpose of sharing information, project updates, successes and challenges. The Contractor agrees to have at least one representative to participate in the following:

- a. Monthly collaborative provider meetings;
- b. Monthly check-in meetings;
- c. Quarterly strategic program planning meetings; and
- d. Quarterly program performance dashboard meetings.

4.2 MAWO Discrepancy Report

Verbal notification of a MAWO discrepancy will be made to the Contractor's Project Manager within two business days, whenever a Work Order discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor's Project Manager/Coordinator.

The County will determine whether a formal MAWO Discrepancy Report will be issued. Upon receipt of this document, the Project Manager/Coordinator is required to respond in writing to the County within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the MAWO Discrepancy Report must be submitted to the County within 15 workdays.

4.3 County Observations

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

5.0 DEFINITIONS (Intentionally Omitted)

6.0 RESPONSIBILITIES

The responsibilities of the County and Contractor are as follows:

COUNTY

The County will administer the Master Agreement, and any related MAWO, according to Paragraph 6.0, of the Master Agreement, Administration of Contract - County. Specific duties will include:

6.1 Personnel

- 6.1.1 Monitoring Contractor's performance in the daily operation of the as specified in this Statement of Work, Attachment B Scope of Work; and in accordance with the Master Agreement and/or MAWO.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing amendments in accordance with Subparagraph 8.1 of

the Master Agreement, Amendments.

CONTRACTOR

The Contractor will administer the MAWO according to Master Agreement, Paragraph 7.0, Administration of Master Agreement – Contractor.

6.2 Personnel

6.2.1 Contractor must assign a sufficient number of employees to perform the required work. Resumes are required for all members of the project team, including those not specified below, who are responsible for various tasksidentified in Attachment A, Sample Statement of Work and Attachment B, Sample Scope of Work. The budget should identify the tasks each team member will be involved in and the time commitment of these individuals/tasks. Contractor will notify the County of staff changes within one business day.

6.2.2 Project Manager (1.0 FTE)

Contractor shall provide a full-time Project Manager responsible for overseeing the implementation of MAWO deliverables and assigned staff responsible for implementation, and if applicable, subcontracted agencies. The Project Manager/Coordinator or designated alternate will function as the central point of contact with the County and will have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the MAWO.

The Project Manager must have the following experience:

- 6.2.2.1 A Bachelor's or Associate's degree from an accredited college or university in the social or behavioral sciences, public health, or criminal justice with a minimum of five years of experience years of relevant experience.
- 6.2.2.2 Experience providing programmatic and grants management, as well as Training, and Technical Assistance (TTA) services for at least three years; at least two years of which must be spent in a management or supervisorial capacity, preferably with Community Violence Intervention (CVI) Agencies. must be located in Los Angeles County.
- 6.2.2.3 Experience in working with CBOs, managing fiscally sponsored projects, program design and implementation,

and managing, invoicing, and reporting on government-funded programs.

6.2.2.4 Strong oral, written, organization, communication, and interpersonal skills.

6.2.3 Other Personnel

Contractor must have other personnel necessary to successfully complete the required services specified in Attachment B, Scope of Work, within the estimated time frame. Additional support staff shall be recruited, or current staff shall be assigned to this MAWO within two weeks effective upon execution of the MAWO, and when there is a vacancy, a replacement should be made within 30 calendar days.

6.3 Training

- 6.3.1 The County may require mandatory training(s) for all Contractor's staff and subcontractors, as deemed necessary by the County, and as required by State and federal law.
- 6.3.2 The Contract must provide ongoing staff training to promote continuous quality improvement, and as required by State and federal law.

6.4 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the Contractor's responsibility. Contractor must use materials and equipment that are safe for the environment and safe for use by employees.

6.5 Contractor's Office

- 6.4.1 Contractor must maintain an office staffed by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the MAWO. When the office is closed, an answering service shall be provided to receive calls and take messages. Contractor must answer calls received by the answering service within 24 hours of receipt of the call.
- 6.5.2 Contractor is required to provide telephone and e-mail responses to the County's Project Manager (or designee), Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time.

7.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by the Contractor shall include, but not be limited to, those activities listed in Attachment B, Scopes of Work.

The Contractor must provide Capacity Building, Training, and Technical Assistance as part of its Scope of Work with the following objectives:

Objective I: Mini-Grant Award Selection Process

Objective II: Distribution of Mini-Grant Award Selection Process

Objective III: Performance Measurement

Objective IV: Reporting

Objective V: Implementation Plan

CONTRACTOR NAME: LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

MASTER AGREEMENT NUMBER: PH-004305	WORK ORDER NUMBER: W2
	(County Use Only

WORK ORDER SOLICITATION NUMBER: CES-WOS-020

		Implementation Activity	Timeline		Deliverables
Obje	ective I:	Mini-Grant Award Selection Process			
1.1	process Health, Common to \$50, Assista	ctor must develop and conduct a streamlined Mini-Grant Award s, with inputs from County of Los Angeles Department of Public Office of Violence Prevention (OVP), to select a minimum of 20 unity-Based Organizations (CBOs) that will receive mini-grants of up 000, receive one-on-one, and group Training, and Technical Ince (TTA). The Mini-Grant Award selection process must include, be limited to:	Ongoing through June 30, 2025	1.1	Meeting notes Short form application on file and online
	1.1.1	An outreach process to promote the mini-grant opportunity within the 20 CBOs in the following Trauma Prevention Initiative (TPI) communities: including a minimum of two each in Antelope Valley, East Los Angeles, Hawaiian Gardens/Norwalk, Puente Valley, Pomona; and four in South Los Angeles, due to the statistically significant higher rate of violence in this area.			
1.2		mlined application process, that includes a short form, designed with rom OVP, to obtain the following information, at a minimum:	Ongoing through June 30, 2025	1.2	Short form application approved by OVP
	1.2.1	CBO name, tax ID, address, and contact information.			Short form application on file and online
	1.2.2	Identify which of the nine TPI communities the CBO provides services in (minimum requirement)			
	1.2.3	CBOs must provide current 501 (c) (3) nonprofit status or information of fiscal sponsor organization with 501 (c) (3) status (minimum requirement).			

CONTRACTOR NAME: LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

MASTER AGREEMENT NUMBER: PH-004305	WORK ORDER NUMBER: W2
	(County Use Only)

WORK ORDER SOLICITATION NUMBER: CES-WOS-020

		Implementation Activity	Timeline	Deliverables
	1.2.4	A brief statement of interest indicating why CBO is interested in the TTA and how it will benefit the selected community.		
	1.2.5	What type of Community Violence Intervention (CVI) services the CBO provides to the community.		
	1.2.6	How the CBO's violence intervention services are in alignment with the identified priorities in the TPI community in which they serve.		
	1.2.7	The length of time the CBO has been providing CVI services.		
	1.2.8	If the CBO has participated in previous TTA projects offered by OVP, or other county TTA initiatives. (This will be given due consideration, to be considered among many factors in the application process.)		
	1.2.9	CBO's attestation to commit to the TTA process by: (1) identifying a consistent point of contact for the project; (2) participating in the organizational assessment; (3) attending monthly meetings with TTA provider; (4) working with TTA provider to create a work plan and budget for mini-grant; and, (5) agreeing to provide a progress report and supporting documentation for completed work and expenses.		
1.3	An appl	ication review process that includes, but is not limited to:	Ongoing through June 30, 2025	1.3 TTA team will contact applicants to verify contact information
	1.3.1	Initial analysis to ensure that each applicant meets the minimum criteria: 1) 501(c)(3) status and, 2) CVI services within TPI community.		 Applications will be reviewed and filed upon receipt Award letters
	1.3.2	Identifying and convening a group of 3-5 reviewers, consisting of		Decline letters

CONTRACTOR NAME: LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

MASTER AGREEMENT NUMBER: PH-004305	WORK ORDER NUMBER: W2
	(County Use Only

WORK ORDER SOLICITATION NUMBER: CES-WOS-020

		Implementation Activity	Timeline	Deliverables
		TPI community partners, to review and score short applications, ensuring, if possible, identification of at least one CBO in each of the nine TPI communities.		
	1.3.3	Notification of selection of identified CBOs, securing agreement to participate in Mini-Grant and TTA and the process to identify backup agencies if those initially selected do not agree.		
	1.3.4	Notification of non-selection to remaining CBOs.		
Obje	ective II:	Mini Grant Award Selection Process		
2.1	the 20 s develop Contrac	ntractor will be responsible for the distribution of the Mini-Grant Awards to elected CBOs and provide TTA on best practices for program ment, grants implementation/administration, and data management. The tor must work with the selected CBOs to identify proposed projects and A needs.	By February 1, 2025	 2.1 Written award process Award letters Decline letters Agreements Written grant management
2.2	that has	nto a subcontractor agreement with a technical assistance provider is expertise in building capacity of grassroots organizations, to be do not consultation with OVP, that will work with the 20 CBOs, within is.	Within 30 days after MAWO execution	protocol 2.2 Subcontract agreement on file

CONTRACTOR NAME: LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

MASTER AGREEMENT NUMBER: PH-004305	WORK ORDER NUMBER: W2
	(County Use Only

WORK ORDER SOLICITATION NUMBER: CES-WOS-020

		Implementation Activity	Timeline	Deliverables
2.3	Mini Gra 2.3.1	nnt Award Allocation and Management Develop and implement a process to distribute Mini-Grant Awards to the selected CBOs.	Ongoing through June 30, 2025	2.3 Reports
	2.3.2	Develop and secure signed Mini-Grant Award letters with the selected CBOs and submit to County.	Within 3 weeks from start of work order.	
	2.3.3	Develop and implement a County approved protocol to effectively track and manage the selected CBOs deliverables, including the development and use of program budgets.	Ongoing through June 30, 2025	
	2.3.4	Distribute Mini-Grant Award funding to the selected CBOs in two equal payments based on deliverables of the project.		
	2.3.5	Provide clear communication and guidance to the selected CBOs about strategies, goals, and reporting requirements.		
2.4	Capacity 2.4.1	y Building, Training, and Technical Assistance	Linen evecution	2.4 Assessment tool and approval by the County on file once determined
	2.4.1	Conduct an organizational assessment of each selected CBO using an assessment tool developed by the Southern California Center for Nonprofit Management (or a similar entity) that must be approved by the County.	Upon execution through June 30, 2025	
	2.4.2	Conduct monthly, one-on-one training, focusing on program monitoring and management, use of office technology (i.e., software and computer systems), and managing staff, volunteers, and financial activities, including budgeted.	By February 1, 2025	Tailored training curriculum on file

CONTRACTOR NAME: LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

MASTER AGREEMENT NUMBER: PH-004305	WORK ORDER NUMBER: W2
	(County Use Only

WORK ORDER SOLICITATION NUMBER: CES-WOS-020

	Implementation Activity	Timeline	Deliverables
2.4.3 2.4.4 2.4.5 2.4.6 2.4.7 2.4.8 2.4.9	Facilitate virtual monthly peer-to-peer networking opportunities among the selected CBOs to address topics of common interest, share learned experiences, and provide opportunities for information transfer. Work to ensure selected CBOs meet the requirements and deliverables as stated in the Mini-Grant Award. Serve as the liaison between the County and the selected CBOs, and oversee the work identified in the Mini-Grant Award. Manage all project activities in close coordination with the selected CBOs. Meet on a bi-weekly basis with OVP staff to discuss the project progress. Conduct fiscal, administrative, and programmatic oversight and monitoring. Ensure that all CBOs and contractors that have access to HIPAA related materials receive and maintain proper HIPAA training.	Ongoing through June 30, 2025	 Training satisfaction questionnaires and analysis on file Training schedule and roster on file Written monthly review of each CBO project on file with action steps and timelines to correct problems Meeting notes with CBOs on file Fiscal, administrative, programmatic, monitoring records on file

CONTRACTOR NAME: LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

MASTER AGREEMENT NUMBER: PH-004305	WORK ORDER NUMBER: W2		
	(County Use Only		

WORK ORDER SOLICITATION NUMBER: CES-WOS-020

		Implementation Activity	Timeline	Deliverables
Obj	ective III	: Performance Measurement		
3.1	by the (ctor must utilize a comprehensive Performance Measure Plan established County and maintain a consistently high level of service throughout the term Work Order as follows:	Ongoing through February 1, 2025	3.1 Criteria checklist matrix detailing expected project benchmarks, goals, objectives, and outcomes
	3.1.1	Develop and implement a Performance Measurement Plan that includes a matrix with threshold benchmarks and goals, and provide expectations on service delivery, including criteria to keep track of the CBOs served, and outcomes as performance targets in order to measure productivity.		 Quarterly strategic plan regarding achievement and needed correction
	3.1.2	Develop a strategic plan for meeting the established performance measures. The plan and performance must be monitored on a quarterly basis through the collection of raw data derived from the monthly activity reports and invoices.		 Performance matrix form to be requested from County Staff meeting notes Strategic plan
	3.1.3	Provide a performance measurement report on a quarterly basis and submit to the County, along with documentation addressing performance issues. The report must also include methods used to address unmet goals. OVP staff will review the report and performance and will make recommendations as needed.		 Matrix form CBO meeting notes Correction action plans Quarterly reviews, project data, invoices Data reports to County
3.2 County personnel may conduct site visits to review performance and strategies to meet benchmarks, observe activities, and examine documents relevant to this Work Order at any time during normal business hours.		Ongoing through June 30, 2025		

CONTRACTOR NAME: LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

MASTER AGREEMENT NUMBER: PH-004305	WORK ORDER NUMBER: W2	
	(County Use Only	

WORK ORDER SOLICITATION NUMBER: CES-WOS-020

		Implementation Activity	Timeline	Deliverables
Obj	ective IV	: Reporting		
4.1	project, activities	tor must coordinate with OVP to track implementation and impact of submit monthly progress reports and a final report highlighting project s, a summary of organizations served, anecdotes, successes and ges, and recommendations.	Ongoing through June 30, 2025	4.1 Monthly and Final Reports
4.2	Comple County.	te and submit reports in a manner and time frame to be described by the	Ongoing through June 30, 2025	4.2 Reports upon request
	4.2.1	Reports must include all required information and supporting documentation.		
	4.2.2	Complete and submit reports with the required supporting documentation that includes but not limited to aggregate reporting/data elements as required by the County.		
	4.2.3	Submit any other ad hoc reports as requested by the County, including the Board of Supervisors, the State or other County agencies or entities for budgetary or other purposes.		
4.3		all County-required data elements and ensure accuracy of data submitted. ements must include, but not limited to:	Ongoing through June 30, 2025	4.3 Data reports
	4.3.1	Demographics;		
	4.3.2	Screening;		
	4.3.3	Services provided; and		
	4.3.4	Length and type of engagement		

CONTRACTOR NAME: LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

MASTER AGREEMENT NUMBER: PH-004305	WORK ORDER NUMBER: W2		
	(County Use Only		

WORK ORDER SOLICITATION NUMBER: CES-WOS-020

	Implementation Activity	Timeline	Deliverables
4.4	Contractor must submit a final report to OVP including a summary of achievements and challenges to implementing goals and objectives, recommendations for next steps, including how community-identified priorities and projects can be leveraged to advance violence prevention and community healing. Reports should also address additional capacity building needs to build local leadership among coalition members and agencies.	Up to 30 days after June 30, 2025	4.4 Coalition outcomes, lessons learned, and recommendations will be included as part of final report due 30 days after end of contract period.
Obj	ective V: Implementation Plan		
5.1	The Contractor must develop an implementation plan which must be approved by the County.	Within 30 days of Work Order execution.	5.1 Implementation plan on file and all program documents, completed materials, evaluations,
	Implementation activities are to be completed according to the timelines agreed upon by the Contractor and the County and must be documented and/or submitted as specified. Any updates to the implementation plan must have the County's approval. Any failure by the Contractor to comply with the implementation plan may constitute a material breach of this MAWO, upon which the County may take corrective action, up to and including termination of this Work Order.	Ongoing through June 30, 2025	etc., will be maintained on file and available for review by the County upon request.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH CAPACITY BUILDING, TRAINING AND TECHNICAL ASSISTANCE

MASTER AGREEMENT WORK ORDER NUMBER: PH-004305-W2

PERIOD: JULY 1, 2024 - JUNE 30, 2025

CONTRACTOR NAME: Los Angeles Centers for Alcohol and Drug Abuse (LACADA)

PERSONNEL							
Name / Positions	Hourly Rate		Annual Salary	No.of Employees	Monthly Salary	Yearly Salary	Duties/Justification
Capacity Building / TTA Project Director Arlene Vasquez	\$ 78.	00	\$ 162,240.00	0.25	\$3,380.00	\$40,560.00	☐ Manage and supervise project management personnel; oversee all capacity building-related activities to ensure project compliance. ☐ Oversee contract budget & deliverables with finance, administration, and OVP; open communication with funder; approve project personnel; work with subcontractors and other partners to monitor, track progress, adjust as needed.
Capacity Building /TTA Project Manager Charles McWells	\$ 45.	00	\$ 93,600.00	1.00	\$7,800.00	\$93,600.00	☐ Manage, supervise project staff; oversee all capacity building-related activities targeted at capacity development of CBOs/nonprofits and other partners in target areas. ☐ Oversee contract budget & deliverables; liaison to funder; hire other project staff; work with subcontractors and other partners; monitor, track progress, adjust as needed.
Capacity Building /TTA Lead Project Coordinator Sean Kennedy	\$ 38.	10	\$ 79,872.00	1.00	\$6,656.00	\$79,872.00	□Canvass and visit CBOs in assigned areas 1-2 times monthly; engagement and outreach, education □Review and monitor CBOs TTA plan □ Review and compile, organize emails and requests, communication from each CBOs assigned; include in weekly report □Develop written reports monthly and as needed □Develop meeting agendas □Document CBO agency progress/Checklist, weekly
Capacity Building /TTA Project Coordinator TBD	\$ 32.	00	\$ 66,560.00	1.00	\$5,546.67	\$66,560.00	□Canvass and visit CBOs in assigned areas 1-2 times monthly; engagement and outreach, education □Review and monitor CBOs TTA plan □ Review and compile, organize emails and requests, communication from each CBOs assigned; include in weekly report □Develop written reports monthly and as needed □Develop meeting agendas □Document CBO agency progress/Checklist, weekly
Capacity Building /TTA Project Coordinator Fransisco Ramos	\$ 32.	00	\$ 66,560.00	1.00	\$5,546.67	\$66,560.00	□Canvass and visit CBOs in assigned areas 1-2 times monthly; engagement and outreach, education □Review and monitor CBOs TTA plan □Review and compile, organize emails and requests, communication from each CBOs assigned; include in weekly report □Develop written reports monthly and as needed □Develop meeting agendas □Document CBO agency progress/Checklist, weekly
Capacity Building / TTA Administrative Assistant TBD	\$ 28.	00	\$ 58,240.00	1.00	\$4,853.33	\$58,240.00	□ Provide highly individualized community fiduciary services in the project □ Essential expertise and consultation to the team to promote sound financial distribution and tracking □ Organize and track Mini Grant distribution □ Monitor and document staff mileage against program outcomes □ CBO progress according to mini grant funding, program standards and/or operational
Data Analyst	\$ 45.	00	\$ 93,600.00	0.50	\$3,900.00	\$46,800.00	Data Analyst duties include: Create evaluation plan, initial analysis of applicants organizational assessments, performance assessment and prepare and submit monthly invoice with the supporting documentation.
Personnel Items Subtotal		1		5.75		\$452,192.00	Subtotal all personnel
Employee Benefit Rates				Percentage	28%	\$126,613.76	□Full time and part time (50% FTE or greater) employees are eligible for full fringe benefits and the costs are broken down as follows: FICA (8.00% of salary), Unemployment Insurance (2.00%), Worker's Compensation (7.00%), Medical and retirement (11%).
Indirect Cost Rate*				Percentage	25%	\$31,653.44	25% of Total personnel cost excluding benefit

^{*} Agencies that have a Federally Approved Indirect Cost Rate (FICR);

Modified direct costs, may charge your approved rate not to exceed 15% excluding Fringe Benefits.

Total personnel costs, may charge your approved rate not to exceed 25% excluding Fringe Benefits.

 $[\]label{eq:Agencies} Agencies without a FICR \\ o \quad May charge up to 10\% of personnel costs excluding Fringe Benefits.$

MATERIAL AND SUPPLIES				
Material and Supplies		ost	Description	
Communications and Software	\$ 7,2		□ 6FTEs @ \$600 per month X 12 mos. □ Program communications, communicate with CBS in all areas; communicate with partners; cell phone, hot spots, virtual meeting software and transcript/ translation features; cloud storage services. □ Project supervisor phone to respond to funder 24/365	
Facility/Project Office Space	\$ 66,0		Facility is located at 10924 S.Main St. Los Angeles CA. Rental Cost is \$5,500 per month for 12 month	
Utilities	\$ 18,0		Facility is located at 10924 S.Main St. Los Angeles CA. Utilities includes electric, water and trash services for 12 month	
Telephone	\$ 3,0		Facility is located at 10924 S.Main St. Los Angeles CA. Utilities includes electric, water and trash services for 12 month	
Program Supplies/Office supplies	\$ 8,2	224.80	□ Organization development education, training materials, graphic designer □ Office supplies such as folders, paper, pens, batteries, speakers, lights for video recordings; scan dises; external drives for staff.	
Maintenance	\$ 31,0	600.00	Maintenance include : Janitorial supplies and monthly cleaning services for 10924 S Main St. Los Angeles	
Local Travel	\$ 4,7	716.00	□3 FTEs x 200 mi/month or 2400 mi/year @ \$0.655/mi □Local travel to target areas; visit CBOs weekly	
Laptops, printers, Educational Material	\$ 6,8	800.00	☐2 laptops for 2 staff hired for project, 1 printer/ copier and zoom monthly payment. ☐Estimate each laptop is used for program activities, data collection, training, virtual meetings.	
Furniture for added personnel	\$ 12,0	00.00	□3 Desk, 3 chairs, and 50 group chairs	
TTA Monthly Meeting Expenses	\$ 14,0	00.00	☐ Estimate 28 meetings or 2 at each site in 12-month program period ☐ Calculate meeting expenses at \$500/meeting ☐ Mini Grant distribution and tracking onboarding	
TTA Quarterly Meeting Expenses	\$ 8,0	00.000	4 Quarterly meeting with CBO	
CBO Support Software	\$ 6,0	00.000	Monthly Quickbook service fee for CBO	
Consultants	\$ 144,0	000.00	□Canvass and visit CBOs in assigned areas 1-2 times monthly; engagement and outreach, education □Review and monitor CBOs TTA plan	
Services/Supplies Subtotal:	\$ 329,5	540.80	Total Subcontractor plus other services, supplies and indirect costs	

MINI GRANT AWARDS						
Grants	Rate	Qty./Hrs.	Total			
Community-based Organizations	\$50,000	18	\$900,000	*Not Negotiable		
Total Mini Grant Awards:			\$900,000			
TOTAL PROGRAM COST	\$		1,840,000			

COMMUNITY ENGAGEMENT FOR CAPACITY BUILDING, TRAINING, AND TECHNICAL ASSISTANCE

MASTER AGREEMENT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME			
Work Order Number:	PH-	Master Agreement Number:	PH-

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 Work Order 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 corre			
Signature of Authorized Official			
Printed Name of Authorized Official			
Title of Authorized Official			
Date			

COMMUNITY ENGAGEMENT FOR CAPACITY BUILDING, TRAINING, AND TECHNICAL ASSISTANCE

MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR	NAME:		
Work Order No.	PH-00	County Master Agreeme	nt No. PH-00
is(are) this organiem is unemployment is correct amounts	anization's em insurance prei required by s	Authorized Official of Contractor; (2) in ployee(s); (3) applicable state and miums, and workers' compensation tate and federal law, will be withheld named below for the entire time per EMPLOYEES	I federal income tax, FICA, insurance premiums, in the das appropriate, and paid by
1			
2.			
3.			
4			
I declare under p	penalty of perju	ry that the foregoing is true and corre	ct.
Signature of Aut	horized Official		
Printed Name of	Authorized Of	ficial	
Title of Authorize	ed Official		
Date			

COUNTY'S ADMINISTRATION

WORK ORDER NUMBER: PH-004305-W2

COUNTY'S WORK ORDER PROGRAM DIRECTOR:

Name: Kelly Fischer, MA
Title: Deputy Director

Address: 1000 S. Fremont Avenue, Building A-9 East, 5th Floor

Alhambra, CA 91803

Telephone: (626) 293-2918

Email: kfischer@ph.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Keith A. Baker

Title: Co-Lead, Trauma Prevention Initiative

Address: 1000 S. Fremont Avenue, Building A-9 East, 5th Floor

Alhambra, CA 91803

Telephone: (323) 440-9858

Email: KeBaker@ph.lacounty.gov

INVOICES SHALL BE SUBMITTED TO:

Name: Samantha Tsui

Title: Contract and Finance Manager

Address: 1000 S. Fremont Avenue, Building A-9 East, 5th Floor

Alhambra, CA 91803

Telephone: 626.293.2944

Email: stsui@ph.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR NAME:	OR NAME: LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE					
MASTER AGREEMENT	WORK ORDER NO.	PH-004305-W2				
CONTRACTOR'S PROJECT MANAGER:						
Name:						
Title:						
Address:						
Telephone:		Facsimile:				
E-Mail Address:						
CONTRACTOR'S AUTH	ORIZED OFFICIAL(S)	:				
Name:						
Title:						
Address:						
Telephone:		Facsimile:				
E-Mail Address:						
Name:						
Title:						
Address:						
Telephone:		Facsimile:				
Notices to Contractor s	shall be sent to the fol	lowing person and address:				
Name:						
Title:						
Address:						
Telephone:		Facsimile:				
E-Mail Address:						

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

A determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

H1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

OR

- 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 Work Order. Work cannot begin on the Work Order until County receives this executed document.) Contractor Name: Work Order No. PH-00 County Master Agreement No. PH-00 **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 and Confidentiality Agreement. CONTRACTOR ACKNOWLEDGEMENT: Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced 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 agrees 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 agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress. DATE: / / SIGNATURE: PRINTED NAME: POSITION:

MAWO PH-004305-W2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

	n is to be executed and returned order until County receives this ex		ecuted Work	Order. \	Work canno	t begin
Contractor Name		Employee Name				
Work Order No. PH-00	<u> </u>	County Master Agreeme	nt No. <u>PH-00</u>			
GENERAL INFORMA	TION:					
	ced above has entered into a Ma ty requires your signature on this					
EMPLOYEE ACKNO	<u>VLEDGEMENT</u> :					
Agreement. I understa	ee that the Contractor referenced nd and agree that I must rely exclu y behalf by virtue of my performan	isively upon my employer for pa	ayment of sal	ary and a	any and all o	
and will not acquire as above-referenced Mas	ee that I am not an employee of th ny rights or benefits of any kind fro ter Agreement. I understand and s pursuant to any agreement betw	om the County of Los Angeles agree that I do not have and	by virtue of m will not acqui	y perforr re any ri	mance of wo ghts or bene	ork under the
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 anyfuture Master Agreement.						
CONFIDENTIALITY A	<u>.GREEMENT</u> :					
data and information proprietary information protect all such confic welfare recipient recoconfidentiality of such	work pertaining to services providertaining to persons and/or entities supplied by other vendors doing be ential data and information in its process. I understand that if I am involved and information. Consequent ployer for the County. I have read	es receiving services from the Cousiness with the County of Los possession, especially data an volved in County work, the Co dly, I understand that I must sig	County. In ado s Angeles. The nd information ounty must er in this agreem	dition, I ne County concern sure that	nay also hay has a legal ling health, o at I, too, wil a condition o	ve access to obligation to criminal, and I protect the f my work to
the above-referenced	will not divulge to any unauthorize Master Agreement between my en information received by me to my	ployer and the County of Los A				
entities receiving serv information and all oth I agree to protect thes	ential all health, criminal, and welfa ices from the County, design con er original materials produced, cre e confidential materials against dis I agree that if proprietary information mation confidential.	cepts, algorithms, programs, f ated, or provided to or by me u closure to other than my emplo	formats, docu under the abor oyer or County	mentatio ve-refere v employ	n, Contracto nced Master rees who ha	or proprietary Agreement. ve a need to
become aware. I agre	immediate supervisor any and all e to return all confidential materia loyment with my employer, whiche	ls to my immediate supervisor				
SIGNATURE:			DATE:	1	<u>/</u>	
PRINTED NAME:						
POSITION:						

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note:	This certification is to be executed and returned begin on the Work Order until County received	ed to County with Contractor's executed Work Order. Work cannot sthis executed document.)			
Contrac	tor Name	Non-Employee Name			
Work O	rder No. PH-00	County Master Agreement No. PH-00			
GENE	RAL INFORMATION:				
		ster Agreement with the County of Los Angeles to provide certain services to Contractor Non-Employee Acknowledgement and Confidentiality Agreement.			
NON-E	MPLOYEE ACKNOWLEDGEMENT:				
Agreem	ent. I understand and agree that I must rely exc other benefits payable to me or on my behal	d above has exclusive control for purposes of the above-referenced Master clusively upon the Contractor referenced above for payment of salary and any f by virtue of my performance of work under the above-referenced Master			
and will above-re	not acquire any rights or benefits of any kind freferenced Master Agreement. I understand and	ne County of Los Angeles for any purpose whatsoever and that I do not have form the County of Los Angeles by virtue of my performance of work under the agree that I do not have and will not acquire any rights or benefits from the veen any person or entity and the County of Los Angeles.			
continue the Cou	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.				
CONFI	DENTIALITY AGREEMENT:				
data an proprieta protect welfare confider	d information pertaining to persons and/or entitie ary information supplied by other vendors doing I all such confidential data and information in its recipient records. I understand that if I am in- ntiality of such data and information. Consequen ded by the above-referenced Contractor for the C	ed by the County of Los Angeles and, if so, I may have access to confidential es receiving services from the County. In addition, I may also have access to business with the County of Los Angeles. The County has a legal obligation to possession, especially data and information concerning health, criminal, and volved in County work, the County must ensure that I, too, will protect the tly, I understand that I must sign this agreement as a condition of my work to county. I have read this agreement and have taken due time to consider it prior			
to the a	bove-referenced Master Agreement between t	ed person any data or information obtained while performing work pursuant he above-referenced Contractor and the County of Los Angeles. I agree to mation received by me to the above-referenced Contractor.			
entities informat I agree who hav	receiving services from the County, design cor ion, and all other original materials produced, cre to protect these confidential materials against di	are recipient records and all data and information pertaining to persons and/or icepts, algorithms, programs, formats, documentation, Contractor proprietary eated, or provided to or by me under the above-referenced Master Agreement. sclosure to other than the above-referenced Contractor or County employees f proprietary information supplied by other County vendors is provided to me, I			
whom I		and all violations of this agreement by myself and/or by any other person of materials to the above-referenced Contractor upon completion of this Master ichever occurs first.			
SIGNAT	URE:	DATE://			
PRINTE	ED NAME:				
POSITIO	ON:				

MAWO PH-004305-W2

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it not its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.