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# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 July 23, 2024

EDWARD YEN  
EXECUTIVE OFFICER

July 23, 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:

**APPROVAL TO EXECUTE A MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF  
COMMUNITY ENGAGEMENT AND RELATED SERVICES TO SUPPORT THE HEALTHY BRAIN  
INITIATIVE: LOS ANGELES COMMUNITY ENGAGEMENT AND RELATED SERVICES  
EFFECTIVE DATE OF EXECUTION THROUGH JUNE 30, 2025  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute a new Master Agreement Work Order for Community Engagement and Related Services to support the Healthy Brain Initiative: Los Angeles (HBI-LA).

**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 competitively solicited Master Agreement Work Order (MAWO), substantially similar to Exhibit I, with Los Angeles County – University of Southern California Medical Center Foundation, Inc., for the provision of community engagement and related services to support Public Health's Division of Chronic Disease and Injury Prevention Healthy Brain Initiative: Los Angeles (HBI-LA), effective upon execution through June 30, 2025, at a total maximum obligation not to exceed \$597,000, funded by the California Department of Public Health (CDPH).
2. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the MAWO that extend the term for two additional one-year periods through June 30, 2027, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; allow the rollover of unspent MAWO funds; and/or provide an increase or decrease in funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution; update the statement of work and/or scope of work, as

necessary; and/or 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.

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the MAWO that authorize modifications to the budget with corresponding modifications to the statement of and/or scope of work, that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.

4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the MAWO upon issuing a written notice to the Contractor if the Contractor fails to fully comply with requirements of the MAWO; or terminate the MAWO for convenience by providing a 30-calendar day advance written notice to the Contractor.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow Public Health to execute a MAWO with the Los Angeles County – University of Southern California Medical Center Foundation, Inc., as a result of a competitive Work Order Solicitation (WOS) process, for the provision of community engagement and related services to support Public Health's HBI-LA by identifying subject matter experts (SME) that will assist implement HBI-LA activities across Los Angeles County (LAC).

To help achieve HBI-LA's goals, Public Health aims to provide program services in the community and build a sustainable infrastructure to advance cognitive health in LAC. As part of this effort, the Los Angeles County – University of Southern California Medical Center Foundation, Inc. will support three SMEs who will work to: 1) implement community education workshops focused on brain health, cognitive aging, and the benefits of detecting memory and thinking changes before they evolve into dementia and promote Dementia Friends (Dementia Friends is a global movement that aims at raising awareness and understanding of dementia); 2) engage community members and professionals through the establishment of a community action network, implementation of a public awareness media campaign, and hosting of healthcare provider summit; and 3) develop training on the benefits of identifying and supporting caregivers of people with dementia within the healthcare setting.

In collaboration with Public Health, the Los Angeles County – University of Southern California Medical Center Foundation, Inc. will: 1) Identify and select a Community Education SME with ability to provide culturally tailored, community education (virtually and in-person) on topics related to dementia risk reduction, early detection of dementia, and caregiver support; 2) Identify and select a Professional and Community Engagement SME with ability to engage professionals and the community in dementia related conversations in an effort to increase condition awareness, reduce stigma, and improve health system practices; and 3) Identify and select a Caregiver Support Training SME with extensive understanding and experience related to family caregivers of people with dementia and capacity to develop training materials for interdisciplinary healthcare teams.

Approval of Recommendation 2 will allow Public Health to execute future amendments to the MAWO to extend and/or adjust the term; rollover unspent funds; and/or 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 MAWO's terms and conditions, as necessary.

Approval of Recommendation 3 will allow Public Health to execute change notices to the MAWO that

authorize modifications to the budget, with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary and changes to hours of operation and/or service locations.

Approval of Recommendation 4 will allow Public Health to immediately suspend the MAWO with the Los Angeles County – University of Southern California Medical Center Foundation, Inc. if it fails to perform and/or fully comply with requirements of the MAWO, and to terminate MAWO for convenience by providing 30-calendar days' advance written termination notice.

### **Implementation of Strategic Plan Goals**

The recommended actions support North Star 1: Make investments that transform lives, Focus Area Goal: Health Individuals and Families – Improve Health Outcomes.

### **FISCAL IMPACT/FINANCING**

The total maximum obligation of this MAWO is \$597,000, effective upon execution through June 30, 2025, 100 percent funded by CDPH funds.

There is no net County cost associated with this action. Funding is included in Public Health's Recommended Budget for fiscal year (FY) 2023-24 and will be included in future FYs as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Alzheimer's disease is the second leading cause of death in LAC and an estimated 190,300 LAC residents aged 65 and older are currently living with the condition. Alzheimer's disease and related dementias have a profound impact on people with the condition, their families, and society at large. As the population continues to age, this impact will only intensify. To help address this growing challenge, Public Health established HBI-LA. This initiative aims to promote brain health, raise awareness about Alzheimer's disease and related dementias, and accelerate risk reduction strategies among LAC residents. HBI-LA is funded through the CDPH's California Healthy Brain Initiative which currently provides thirteen local health jurisdictions across California with funding support to implement activities that are consistent with the United States Centers for Disease Control and Prevention's published Healthy Brain Initiative: State and Local Public Health Partnerships to Address Dementia, 2023–27 Road Map.

On January 21, 2020, your Board approved the execution of Master Agreements (MA) 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.

Since April 17, 2024, I notified your Board that I was exercising delegated authority to execute a total of 20 additional MAs for Community Engagement and Related Services bringing the total number of MAs to 81.

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.

Exhibit I is the contract template approved by County Counsel.

### **CONTRACTING PROCESS**

On April 10, 2024, Public Health released a Community Engagement and Related Services WOS for HBI-LA (CES-WOS-025) to all Public Health Community Engagement and Related Services Master Agreement Contractors.

On April 24, 2024, Public Health released WOS Addendum 1 which included bidders' questions and related responses. There were no requests received for a Solicitation Requirements Review. On May 2, 2024, Public Health released WOS Addendum 2 which extended the bid deadline to May 17, 2024. On May 7, 2024, Public Health released WOS Addendum 3, which further extended the bid deadline to May 24, 2024.

Public Health received one bid by the submission deadline of May 24, 2024. No bids were received late or disqualified and there were no requests for a Proposed Contractor Selection Review. The successful bidder, Los Angeles County – University of Southern California Medical Center Foundation, Inc., met all the requirements.

On June 11, 2024, the Los Angeles County – University of Southern California Medical Center Foundation, Inc. was notified of Public Health's intent to execute a MAWO.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow Public Health to implement a sustainable infrastructure of care that will advance cognitive health throughout LAC.

The Honorable Board of Supervisors

7/23/2024

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Barbara Ferrer". The signature is fluid and cursive, with the first name "Barbara" and last name "Ferrer" clearly distinguishable.

Barbara Ferrer, PhD, MPH, MEd

Director

BF:gs  
#07517

Enclosures

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

**Master Agreement Number: PH-004055**

**Work Order Number: W4**

**COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH  
MASTER AGREEMENT WORK ORDER (MAWO)  
HEALTHY BRAIN INITIATIVE: LOS ANGELES COMMUNITY ENGAGEMENT AND  
RELATED SERVICES**

**LOS ANGELES COUNTY – UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL  
CENTER FOUNDATION, INC.**

This Master Agreement Work Order 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 County – University of Southern California Medical Center Foundation, Inc., hereinafter referred to as “Contractor”. Contractor is located at 1200 North State Street Los Angeles, California 90033.

**RECITALS**

WHEREAS, on January 30, 2020, the County and Contractor entered into Master Agreement Number PH-004055 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-025 released by the County on April 10, 2024, for Healthy Brain Initiative: Los Angeles 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 Master Agreement Number PH-004055 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 this base MAWO and the Attachments, or between Attachments, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement, this 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: Health Insurance Portability and Accountability Act (HIPAA)  
Inadvertent Access

## **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 constitutes 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**

This MAWO is effective upon execution through November 30, 2024.

## **4.0 MAWO BUDGET**

Contractor must provide community engagement and related services according to the budget set forth in Attachment C, Budget. 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 the 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**

This MAWO for Healthy Brain Initiative: Los Angeles Community Engagement and Related Services is 100 percent funded by the California Department of Public Health.

## **7.0 MAXIMUM TOTAL AMOUNT AND PAYMENT**

- 7.1 The Maximum Total Amount that County will pay Contractor for all services to be provided under this MAWO will not exceed five hundred ninety-seven thousand dollars (\$597,000), 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 invoice 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 invoice.
- 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; and/or b) allow for changes to hours of operation and/or service locations. 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 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 contract, 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 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.

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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 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

#07517:gs