



County of Los Angeles Health and Mental Health Services

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, June 15, 2022
TIME: 10:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.

TO PARTICIPATE IN THE MEETING, PLEASE CALL AS FOLLOWS:

DIAL-IN NUMBER: 1 (323) 776-6996

CONFERENCE ID: 322130288#

[MS Teams link](#) (Ctrl+Click to Follow Link)

AGENDA

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

9:30 A.M. NOTICE OF CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(a)

Department of Public Health

- I. Call to order
- II. **Discussion Item:**
 - a. **DPH:** Update on the HIV and STD Epidemics in Los Angeles County
- III. **Information Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
 - a. **CEO:** Accept 2021 Urban Area Security Initiative Grant Funds
 - b. **DHS:** Request Approval of an Extension to the Agreement with Press Ganey for Patient Satisfaction Surveys
 - c. **DPH:** Approval to Execute Amendments to Eight Promoting Health Care Engagement Among Vulnerable Target Populations at Risk for or Living with HIV

and STDs Services Contracts to Extend the Term Effective July 1, 2022, through June 30, 2023 (#06346)

- d. **DPH:** Approval to Execute a Sole Source Contract with Heluna Health for the Provision of Ending the HIV Epidemic Services (#06297)
- e. **DPH:** Authorization to Accept and Implement a Forthcoming Notice of Grant Award and Future Awards and/or Amendments from the Corporation for National and Community Service for the Public Health Americorps Grant Program for the Period of August 1, 2022 Through July 31, 2025; and Authority to Execute a Master Agreement for as Needed Temporary Personnel Services Funded Through the Grant (#06361)
- f. **DPH:** Authorization to Accept and Implement a Standard Agreement and Delegate Authority to Accept Future Agreements and/or Amendments from the California Department of Public Health to Support the Radiation Management Program for the Period of July 1, 2022, through June 30, 2031 (#06425)

IV. **Presentation Item(s):**

- a. **DHS:** Request Approval of Amendment to the Affiliation Agreement with the Regents of the University of California to Adjust the Level of Physician Services, Training Programs, and Funding thereof

- b. **CEO:** Fiscal Year 2022-23 Final Changes Budget

Department of Youth Development
Diversion and Re-Entry
Care First and Community Investment
Public Health
Mental Health
Health Services
Alliance for Health Integration

V. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

- a. Discussion and consideration of necessary actions on issues related to the Harbor-UCLA Medical Center Replacement Program, and briefing by DPW, CEO and DHS, as needed, as requested at the Health and Mental Health Services Cluster meeting on May 18, 2022.

VI. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda

VII. Public Comment

VIII. Adjournment



A Brief Update on the HIV and STDs Epidemics in Los Angeles County

Health Deputy Cluster Meeting
June 15, 2022

Mario J. Pérez, MPH
Director, Division of HIV and STD Programs
Los Angeles County Department of Public Health

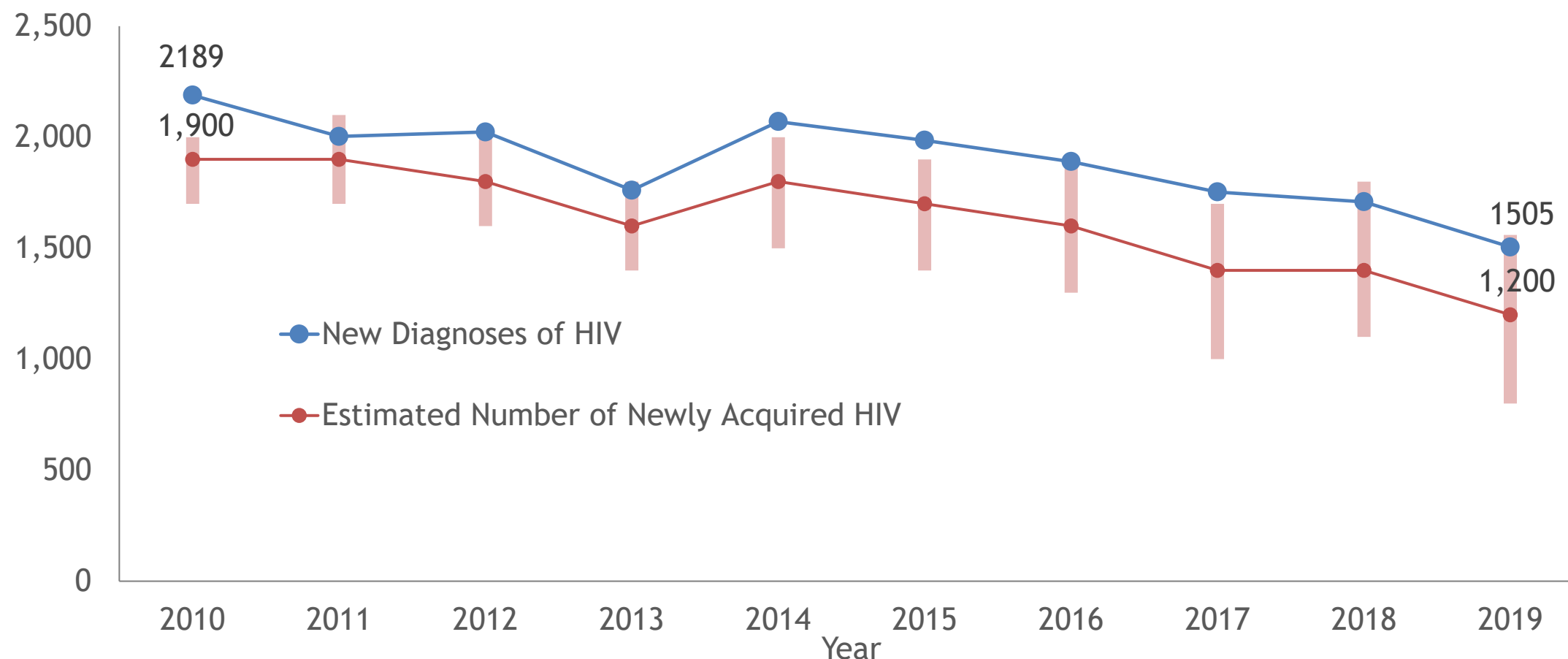




HIV Surveillance Data and Trends



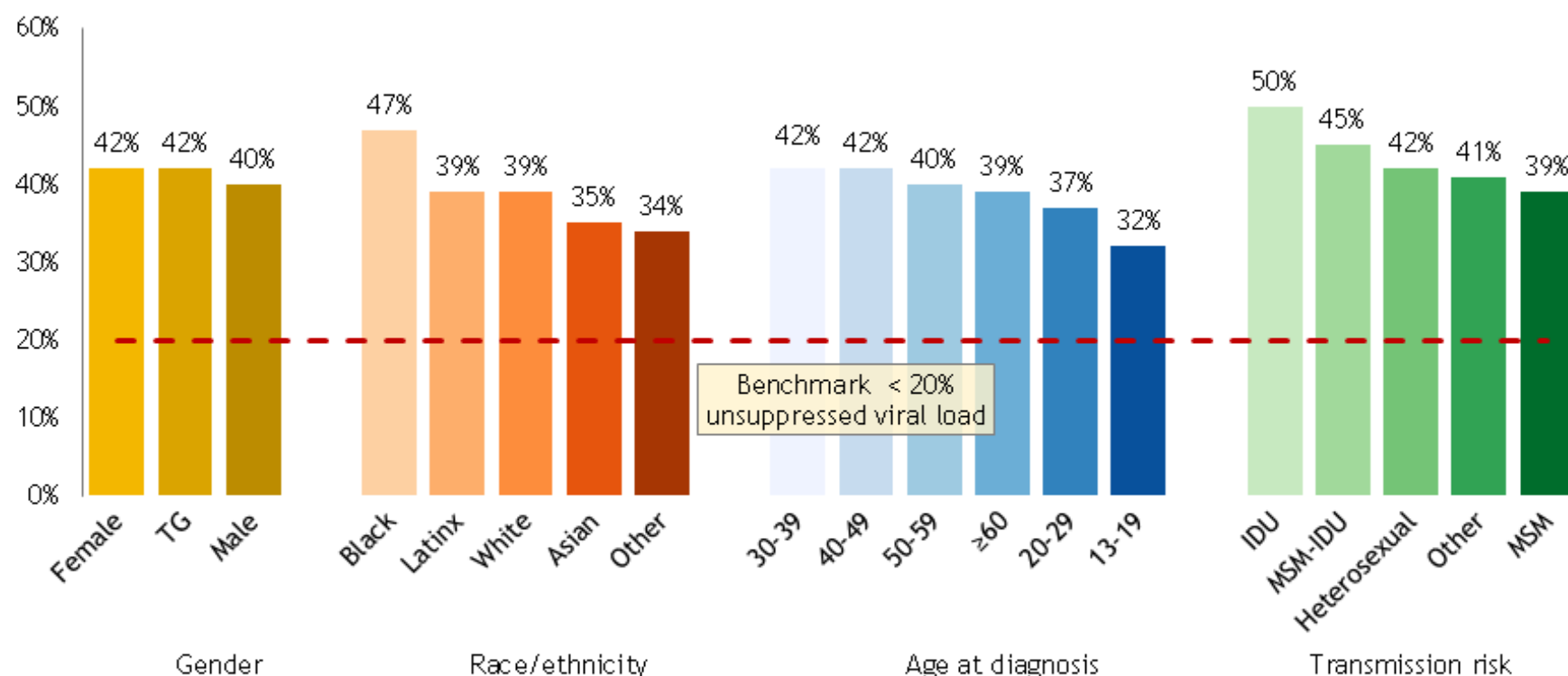
A Declining Epidemic: Trends in the number of new HIV diagnoses¹ and estimated number of newly acquired HIV² among persons aged 13+ years, LAC 2010-2019



¹New HIV diagnoses reported to Public Health in the specified year/

²Estimated number of persons with newly acquired HIV infection using the CD4-based model developed by the Centers for Disease Control and Prevention, modified for use by Los Angeles County.

Unsuppressed viral load by selected demographic and risk characteristics among persons aged ≥ 13 years diagnosed through 2019 and living in LAC at year-end 2020^{1,2}

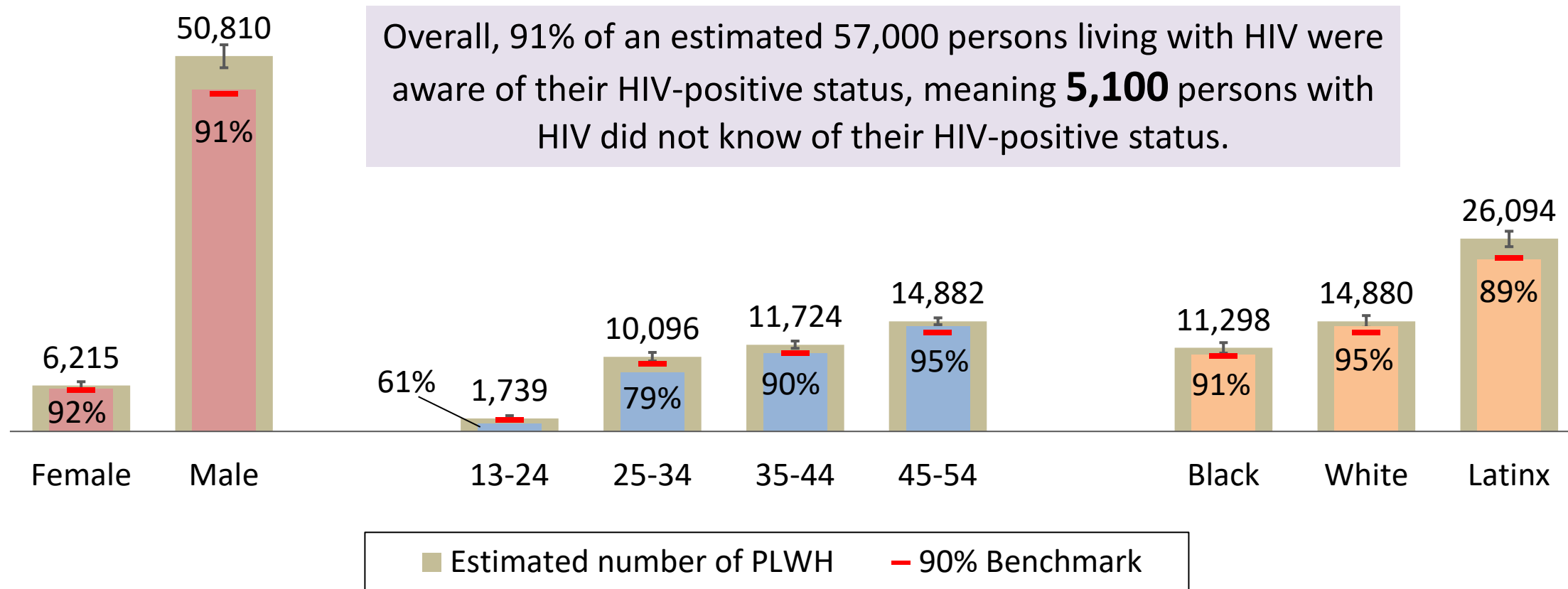


Abbreviations: TG = transgender persons; IDU = injection drug use; MSM = men who have sex with men

¹Unsuppressed viral load: numerator includes PLWDH whose last VL test in 2020 was unsuppressed (HIV-1 RNA ≥ 200 copies/mL); denominator includes PLWDH diagnosed through 2019 and living in LAC at year-end 2020 based on most recent residence. PLWDH without a VL test in 2020 were categorized as having unsuppressed viral load.

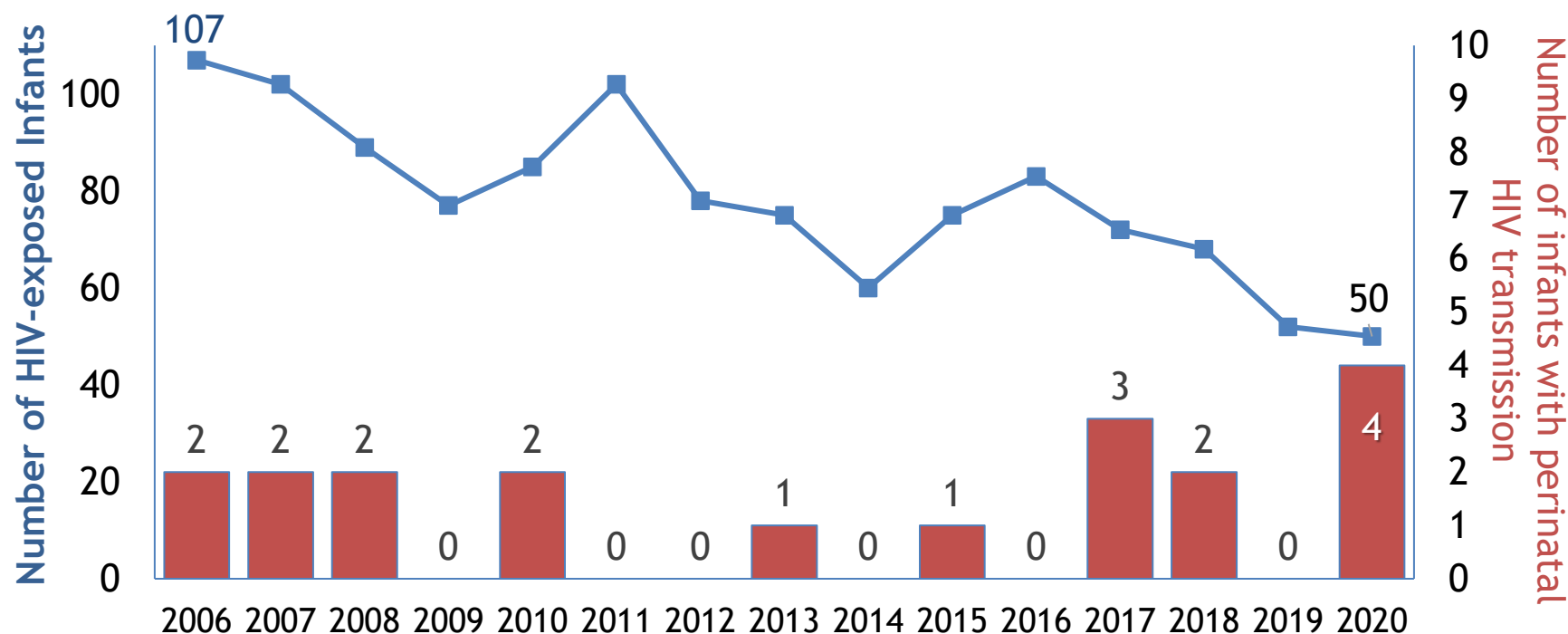
²Other race/ethnicity includes American Indians, Alaskan Natives, Pacific Islanders, persons of multiple race/ethnicities, and persons with unknown race/ethnicity.

Percentage of PLWH aged 13 years and older who are aware of HIV positive serostatus, by gender, age group, and race/ethnicity, LAC 2019¹



¹Using the CD4-based model developed by the Centers for Disease Control and Prevention, modified for use by Los Angeles County. 2019 incidence estimates are preliminary. Transgender persons, Asian/Pacific Islanders, American Indians, Alaskan Natives and persons of multiple race/ethnicities were not included in the analysis because of unstable results due to small numbers.

Trends in HIV-exposed infants and perinatal HIV transmission, 2006 to 2020¹



4 perinatal HIV transmissions in LAC in 2020

Common maternal risk factors

- Meth use (N=3)
- Unhoused (N=3)
- Mental illness (N=3)
- STDs (N=4)
 - Syphilis (N=3), GC (N=1)
- History of incarceration (N=2) and partner incarceration (N=1)

Neonate information

Congenital syphilis (N=3)

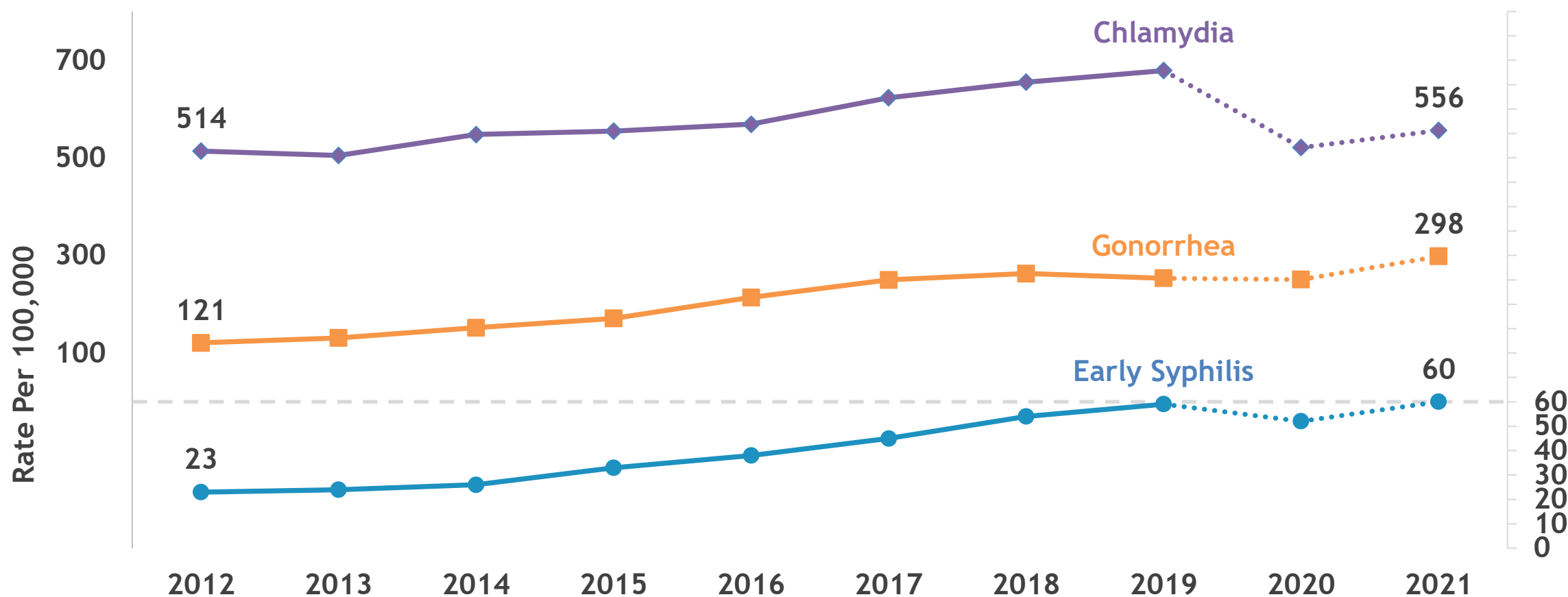
¹The number of infants with perinatal HIV transmission (Red bars) includes perinatal transmissions that occurred in LAC for a given birth year. The number of HIV-exposed infants was derived from 7 pediatric HIV-specialty sites which serve over 90% of HIV-positive pregnant women who seek care in Los Angeles County and is an underestimate of the total number of HIV-exposed infants in the County. Data for 2019 and 2020 are provisional due to reporting delay.



STD Surveillance Data and Trends

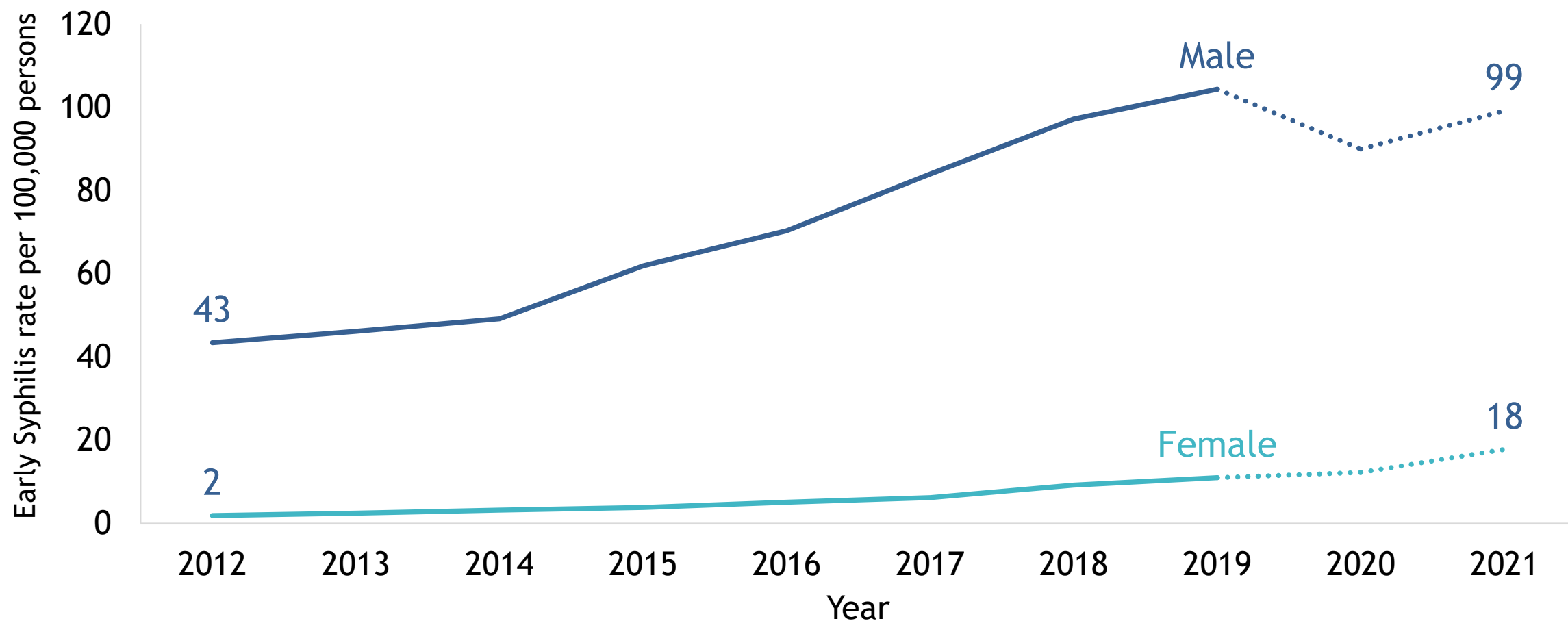


Trends in Sexually Transmitted Diseases, Los Angeles County, 2012-2021



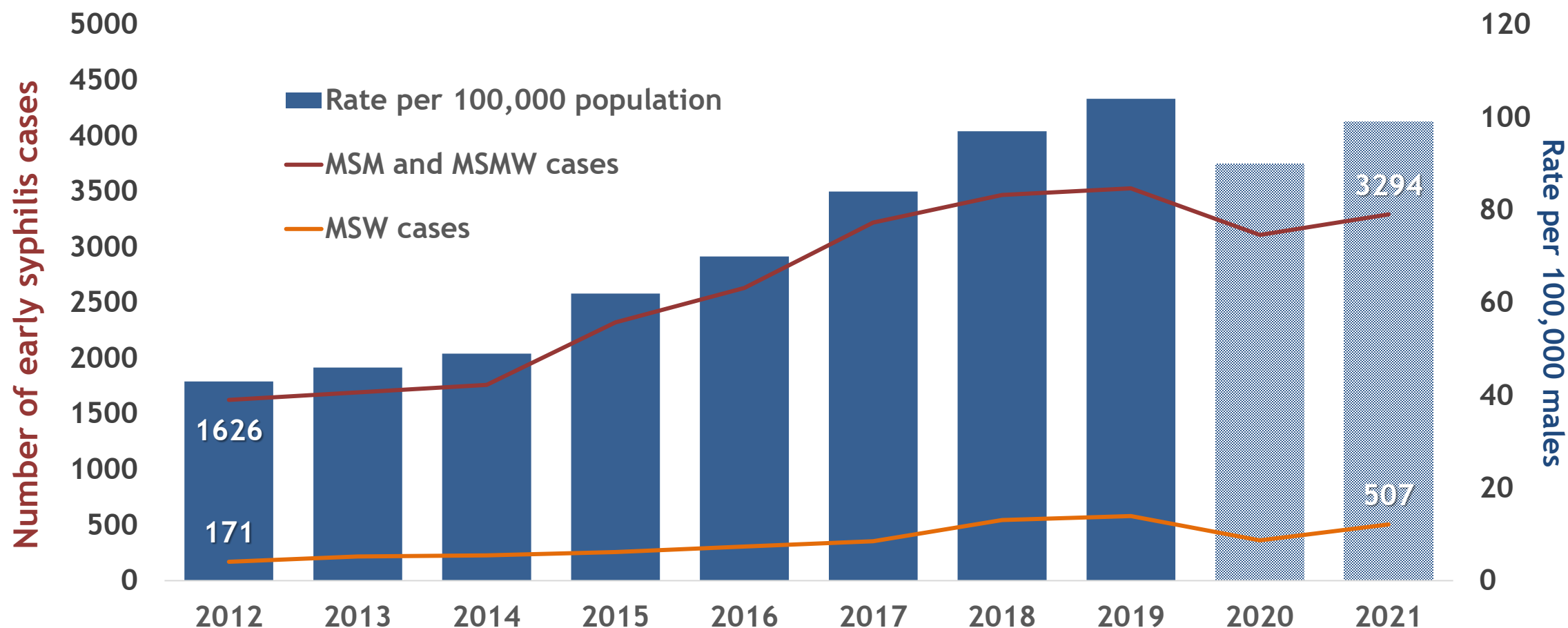
¹ Data as of 06/05/2022. Early syphilis includes all cases staged as primary, secondary, or early non-primary non-secondary (previously early latent);. cases from Long Beach and Pasadena are excluded. 2020 and 2021 data are provisional due to reporting delay. 2021 rates are calculated using 2020 population estimates as a proxy for 2021

Since 2012, ES rates have increased **800%** among females and **130%** among males¹



¹ Data as of 06/05/2022. Early syphilis includes all cases staged as primary, secondary, or early non-primary non-secondary (previously early latent);. cases from Long Beach and Pasadena are excluded. 2020 and 2021 data are provisional due to reporting delay. 2021 rates are calculated using 2020 population estimates as a proxy for 2021.

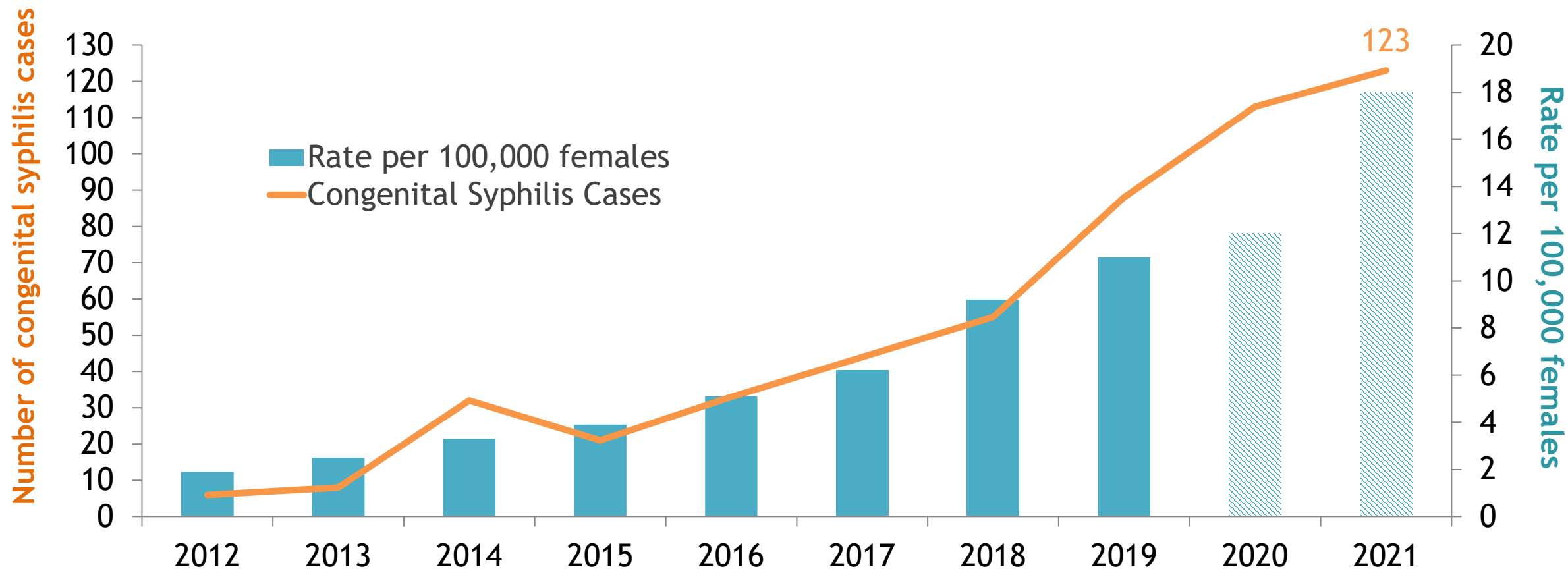
Early syphilis among males, Los Angeles County, 2012-2021¹



¹ Data as of 06/05/2022. Early syphilis includes all cases staged as primary, secondary, or early non-primary non-secondary (previously early latent); cases from Long Beach and Pasadena are excluded. 2020 and 2021 data are provisional due to reporting delay. 2021 rates are calculated using 2020 population estimates as a proxy for 2021

MSM = men who have sex with men; MSMW = men who have sex with men and women; MSW = men who have sex with women

Early syphilis among females and babies, Los Angeles County, 2012-2021¹



¹ Data as of 06/05/2022. Early syphilis includes all cases staged as primary, secondary, or early non-primary non-secondary (previously early latent);. cases from Long Beach and Pasadena are excluded. 2020 and 2021 data are provisional due to reporting delay. 2021 rates are calculated using 2020 population estimates as a proxy for 2021

SYPHILIS IN NEWBORNS IS ON THE RISE IN U.S.

Congenital syphilis is a disease that can cause miscarriages, premature births, stillbirths, or even death of newborn babies.

From 2015–2019, cases of congenital syphilis have nearly

QUADRUPLED

492
2015



639
2016



935
2017



1,306
2018



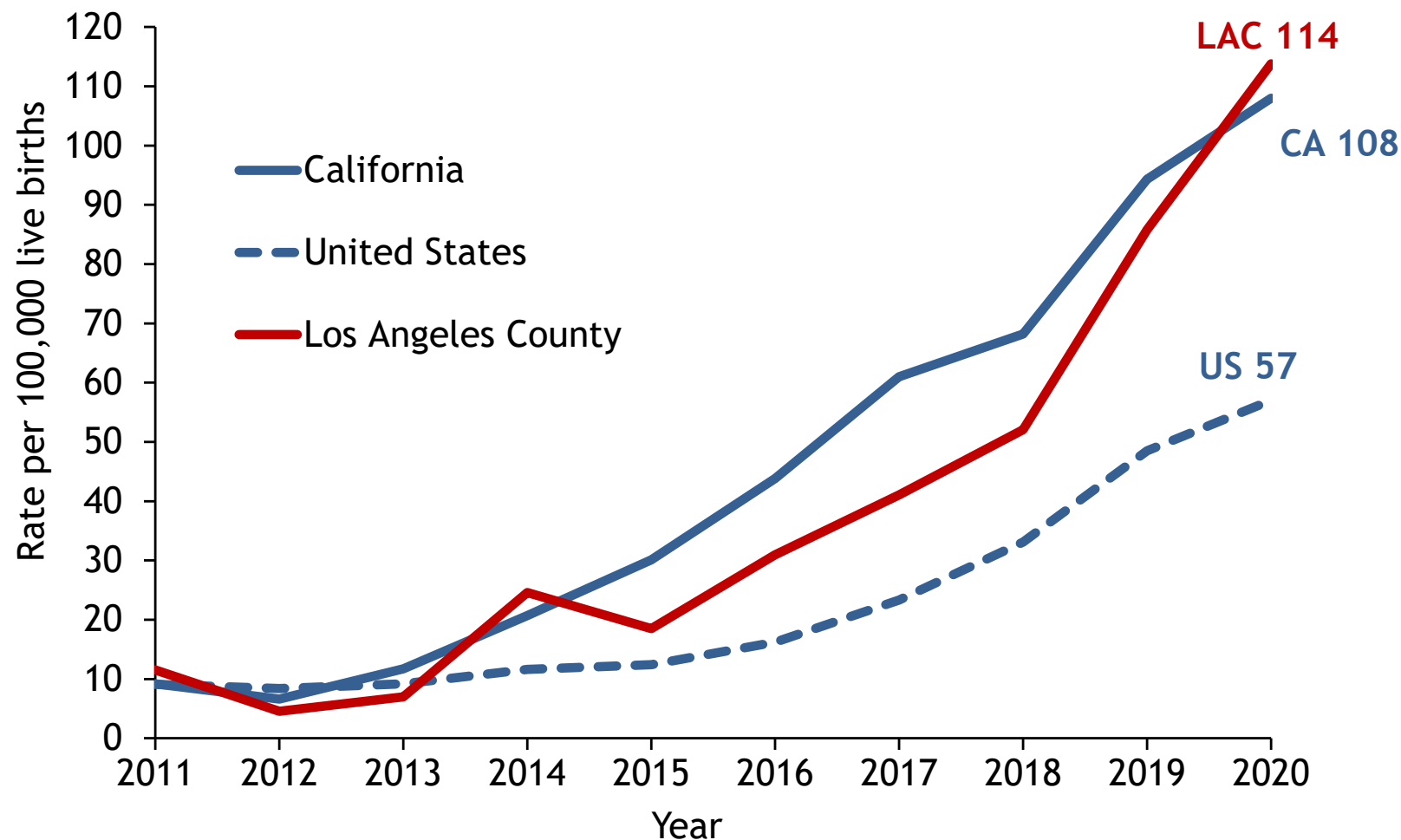
1,870
2019



A mother is likely to pass syphilis on to her baby if she is not treated.

Source: U.S. Centers for Disease Control and Prevention

Congenital Syphilis: How does Los Angeles County compare with California and the US?¹



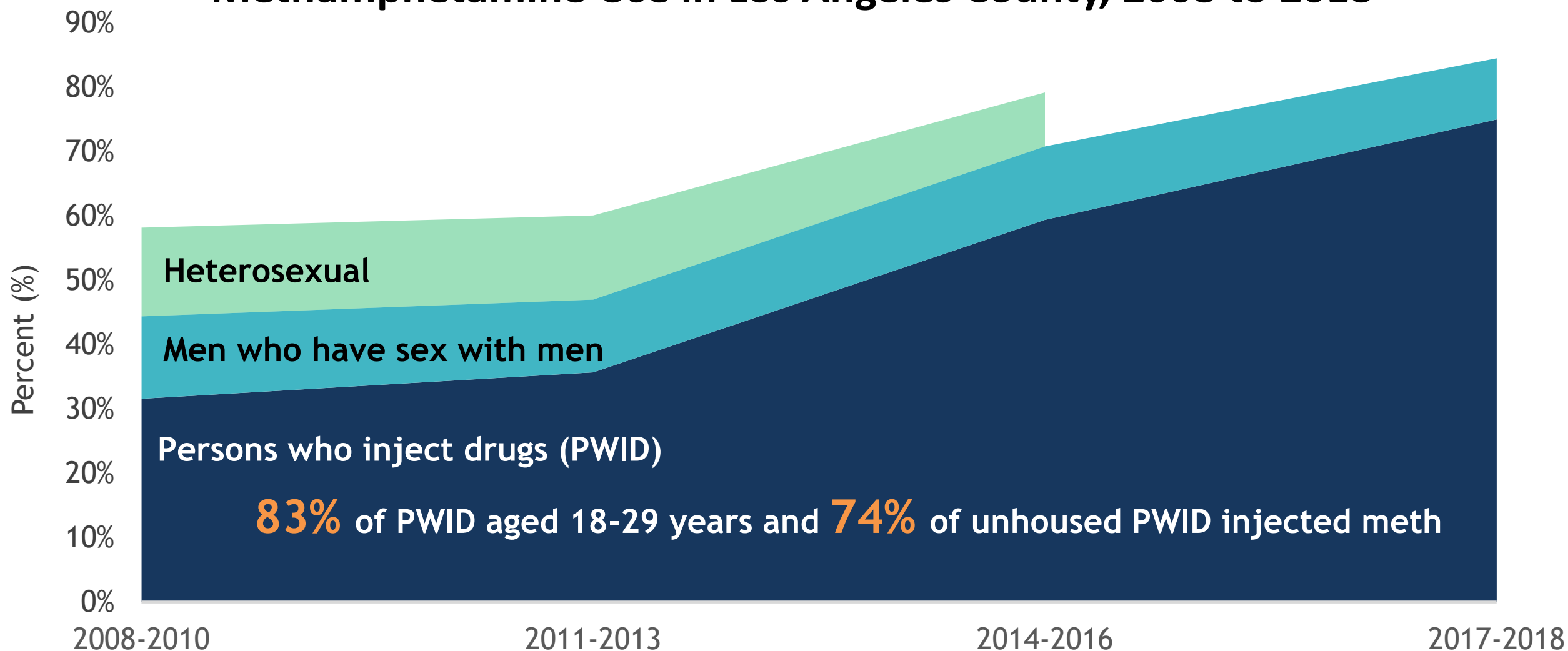
¹ Los Angeles County data as of 06/05/2022. Cases from Long Beach and Pasadena are included. 2020 data are provisional due to reporting delay. 2020 live births not yet available. 2019 live births used as a proxy for 2020. US and California data accessed from the Centers for Disease Control and Prevention 2020 STD Surveillance Report.



What is driving the increases in syphilis and congenital syphilis in Los Angeles County?

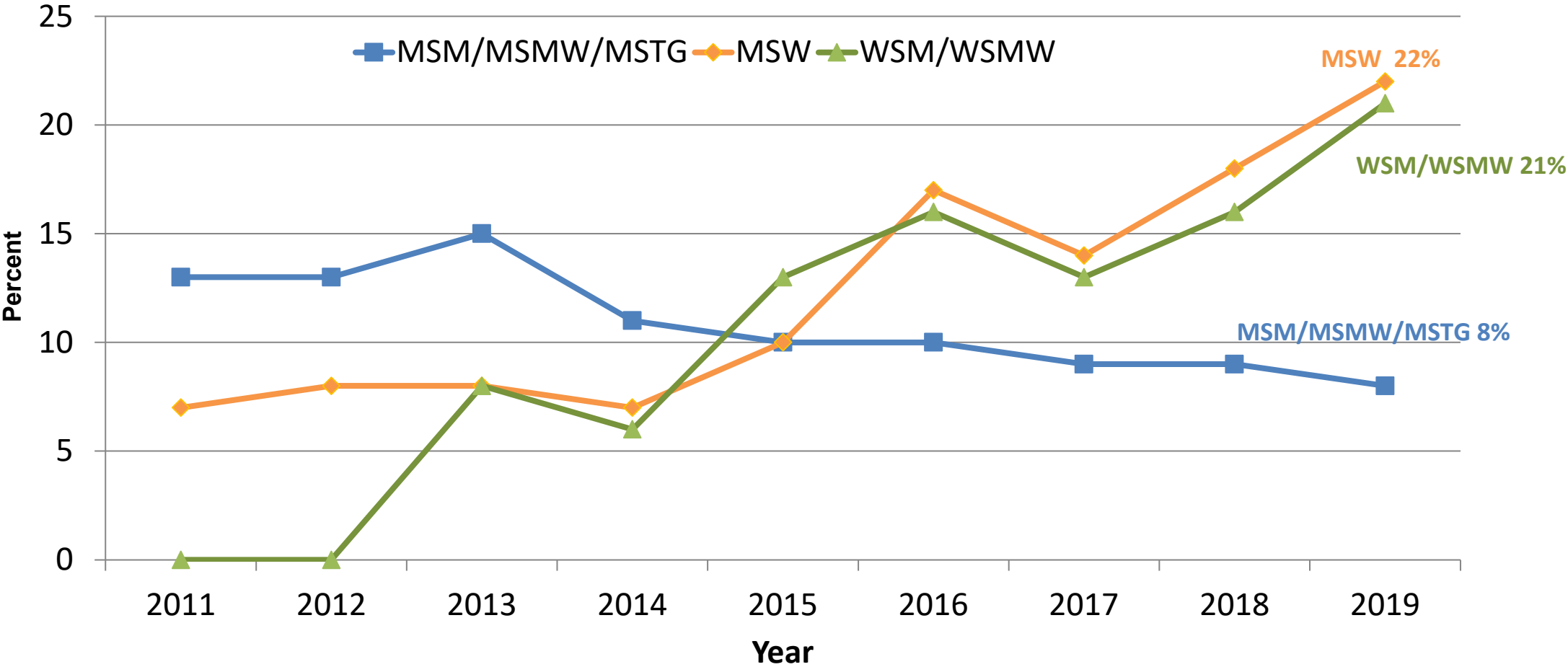


Methamphetamine Use in Los Angeles County, 2008 to 2018¹



¹Data abstracted from the National HIV Behavioral Surveillance (NHBS). NHBS is a national behavioral surveillance system designed to generate nationally representative estimates of HIV prevalence and behaviors among groups at highest risk for HIV infection. NHBS has been implemented in 20 local health jurisdictions, including LAC, since 2004. In LAC, the most recent cycles of NHBS was conducted in 2016 for heterosexuals, 2017 for MSM and 2018 for PWID.

Percent Meth Use Reported among Early Syphilis Cases Receiving Partner Services across MSM, MSMW and Women, Los Angeles County, 2011-2019¹



¹ Early Syphilis includes Primary, Secondary and Early Latent Syphilis. Data as of 3/12/2021.

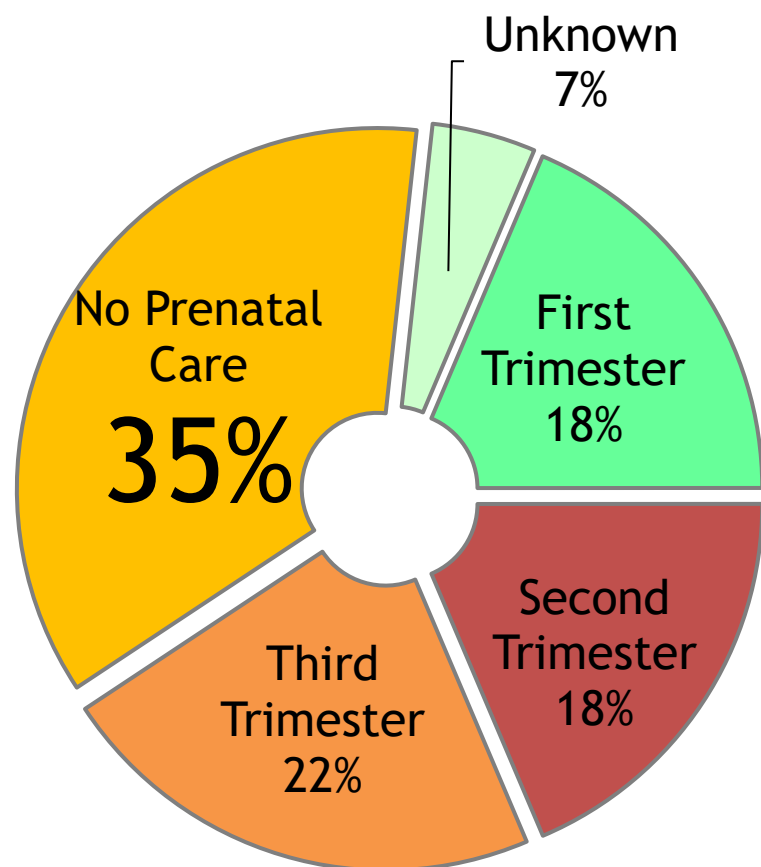
² Of 25,937 Early Syphilis incidents with a qualifying interview, 23,804 (91.8%) responded with yes/no to methamphetamine use during the past 12 months and are included in the analysis. Percent missing ranged from 6.2%-10.3%.

³ Percentage reflects the number of individuals reporting methamphetamine use in the past 12 months among those who answered yes/no to the methamphetamine question in the disease investigation interview. Other listed responses (e.g. Refused, Unknown) are excluded from the denominator.

Source: Division of HIV and STD Programs

Maternal Characteristics of 88 Congenital Syphilis Cases, Los Angeles County, 2019

Entry into Prenatal Care



36% had a history of incarceration

40% had unstable housing

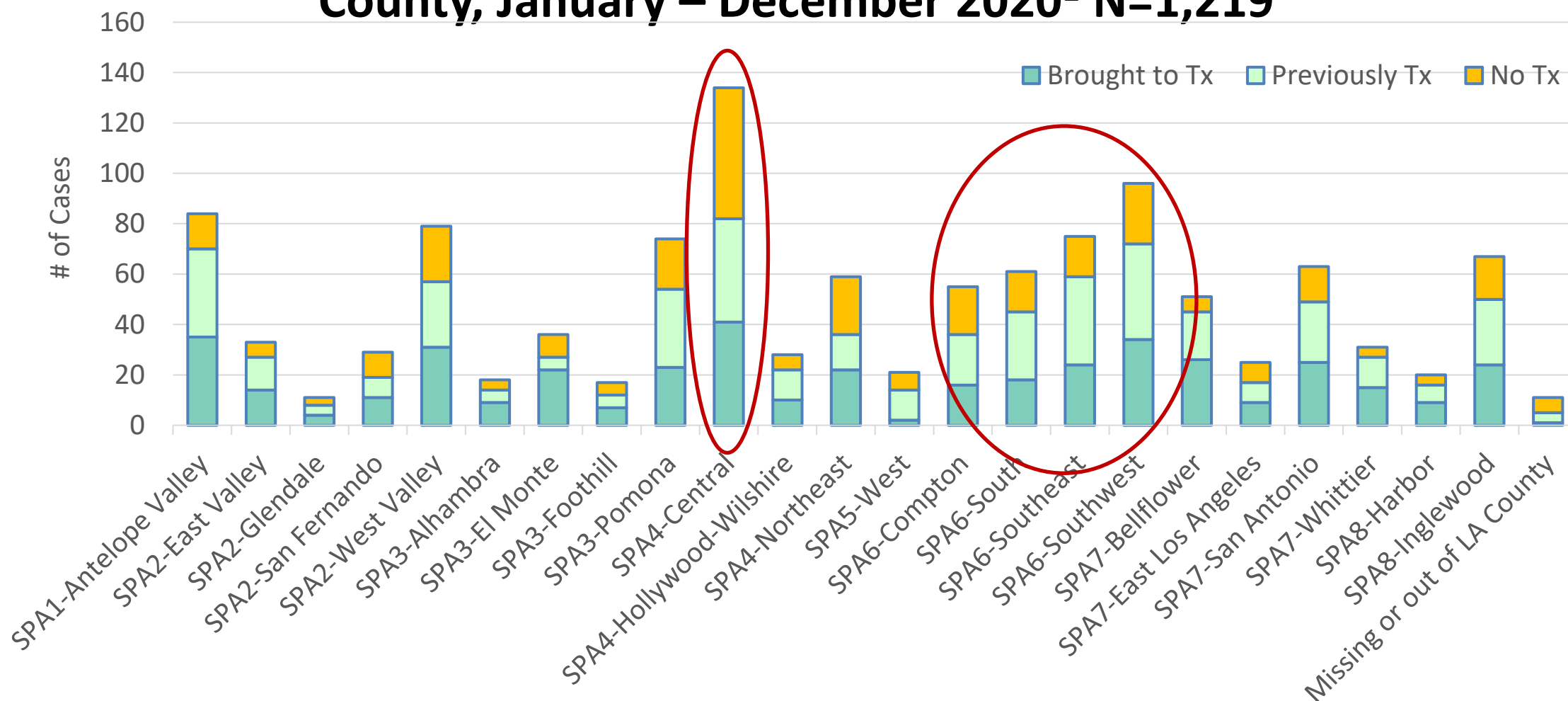
68% had a substance use disorder

49% were using meth or some drug combination with meth

80% of deliveries resulted in DCFS/Foster Care Referral

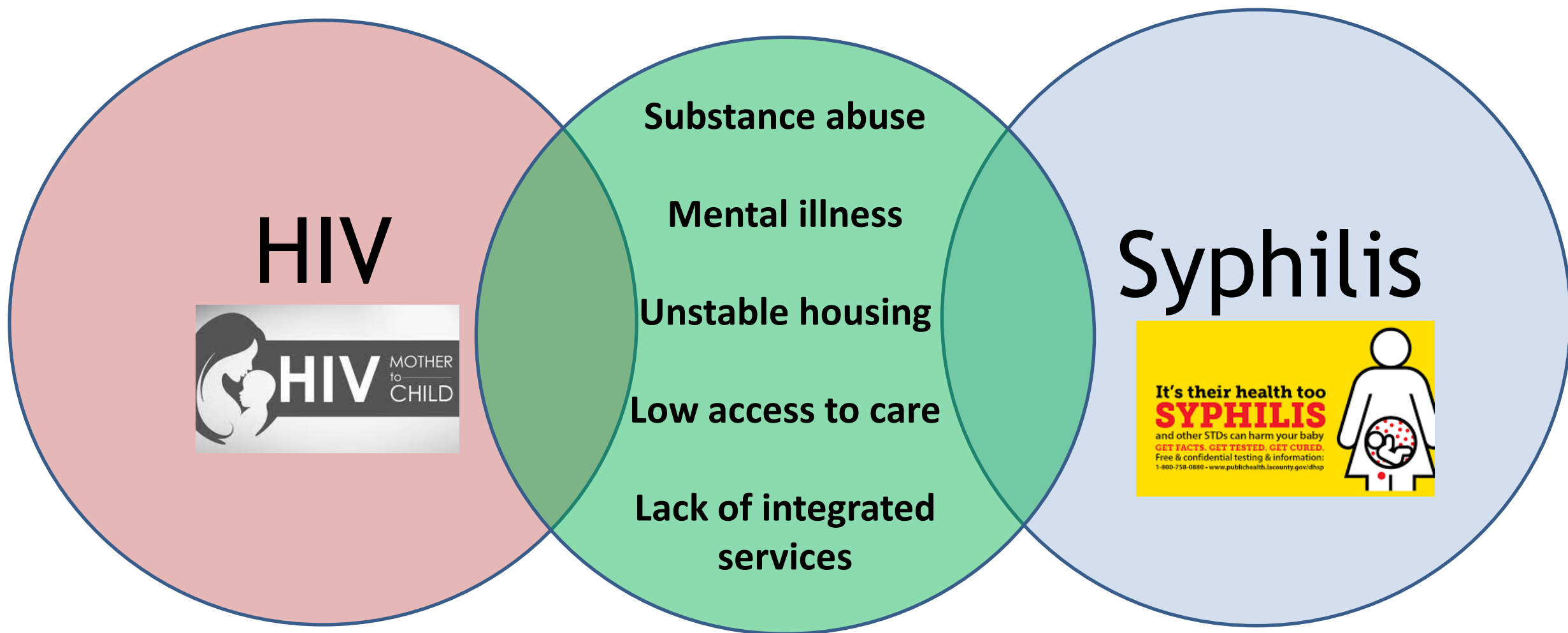


Female Syphilis Cases by SPA, Health District and Treatment Status, Los Angeles County, January – December 2020¹ N=1,219



¹ Data as of 01/02/2022. Data exclude Long Beach and Pasadena. Treatment data are based on disposition. Syphilis among females of childbearing age (ages 15-44) including all cases staged as primary, secondary, early non-primary non-secondary (previously early latent) and unknown duration/late (previously late latent).

Intersecting Epidemics and Opportunities



What do our surveillance data reveal?

STDs

- ES cases have increased 800% among females and 130% among males since 2012.
- Meth use has increased among females and men who have sex with women (MSW).
- Increases in syphilis among females has led to a historic high in congenital syphilis cases.
- Maternal risk factors for congenital syphilis include meth use, unstable housing, mental illness, and lack of prenatal care.
- Syphilis co-infection is common among persons with diagnosed HIV residing in high priority HIV cluster locations and among infants with perinatal HIV transmission.



Ending the HIV Epidemic (EHE) Initiative in Los Angeles: An Enhancement to Existing Efforts



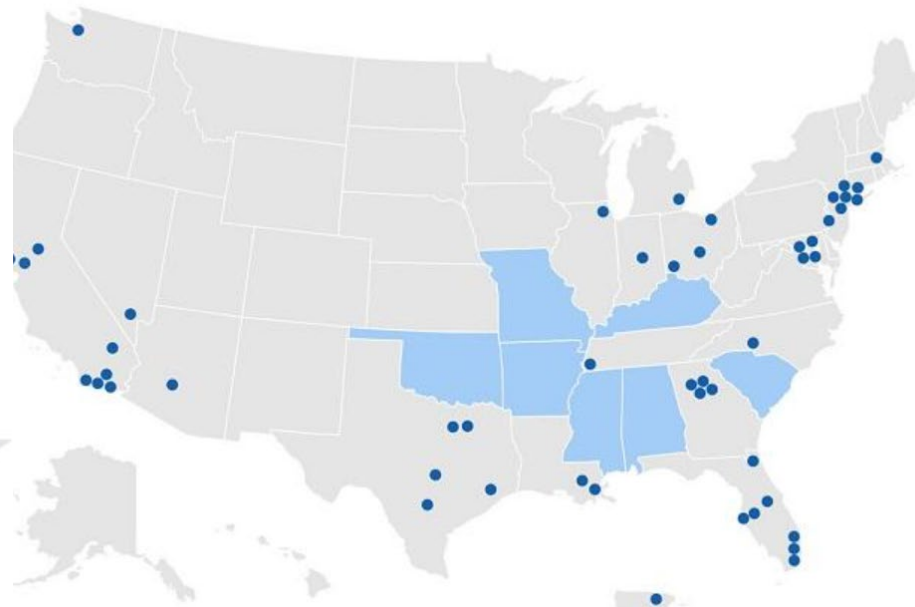
Ending the HIV Epidemic: A Plan for America



Collective action is necessary to achieve the national goal

GOAL:

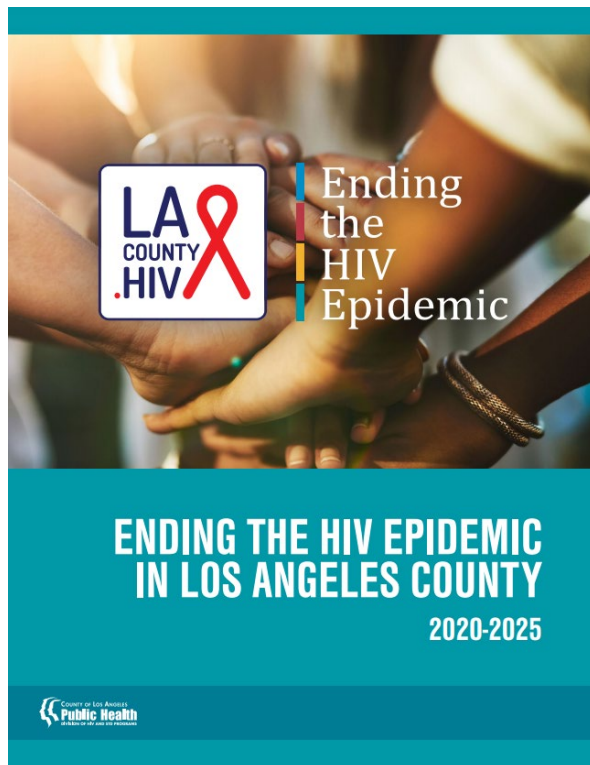
75%
reduction in new
HIV infections
by 2025
and at least
90%
reduction
by 2030.



FEDERAL PARTNERS



Overarching Strategy: Ensure that Los Angeles County Ending the HIV Epidemic pillars of interventions address and eliminate health inequities, address and dismantle racial inequities that are at the root of HIV and related syndemics, focus on the communities most impacted by HIV, and adopts a client-centered, people first approach.



Priority Populations:

- Black/African American men who have sex with men (MSM)
- Latinx MSM
- Women of color
- People who inject drugs and/or with substance use disorder
- People of trans experience
- Persons under 30 years of age

Executive Summary: <https://www.lacounty.hiv/resources/>

Full EHE Plan: www.LACounty.HIV

Ending the HIV Epidemic Performance Indicators



57,005

people living with HIV
in LA County

5,100

are unaware of their
HIV positive status

76,000

people would benefit
from PrEP

54,500

of the 76,000 are Black &
Latinx people who would
benefit from PrEP

Indicator	LAC current	EHE Targets for 2025
Number of new transmissions ¹	1,200 (2019)	380
Number of new HIV diagnoses ²	1,505 (2019)	450
Knowledge of HIV-status among PLWH ¹	91% (2019)	95%
Linkage to HIV care among PLWDH ²	77% (2019)	95%
Viral Suppression among PLWDH ²	60% (2020)	95%
Percentage of persons in priority populations prescribed PrEP ³	44%	50%

PLWH= People living with HIV (includes those unaware of HIV infection); PLWDH= People living with diagnosed HIV

1. Using Los Angeles County HIV surveillance data in the CDC Enhanced HIV/AIDS Reporting system (eHARS).

2. Using the CD4-based model developed by the Centers for Disease Control and Prevention, modified for use by Los Angeles County.

3. Using Los Angeles County data from the National HIV Behavioral Surveillance system, STD clinic data, online Apps survey, COE program data, and AHEAD dashboard.

Diagnose



- Increase routine opt out HIV testing in healthcare & institutional settings.
- Increase HIV testing programs in non-healthcare settings including self testing.
- Increase client's yearly HIV re-screening of persons with elevated HIV risk.

Prevent

- Utilize data to better identify and link persons with indication for PrEP.
- Expand PrEP access, including through telehealth and pharmacies.
- Improve PrEP retention in care through provider and consumer automated communication.
- Expand Syringe Services Programs to provide HIV prevention (and treatment) services and/or linked referrals.

Treat



- Facilitate rapid ART and linkage to care at partner clinics.
- Increase knowledge of and access to free and low-cost HIV services through the Ryan White Program.
- Assess and improve mental health services for people with HIV.
- Improve client experience by building capacity of clinical staff.
- Develop programs that provide housing and emergency financial assistance services.

Respond

- Implement routine real-time cluster detection and response in hot spots and subpopulations via the County's Cluster Detection and Response Plan.
- Expand Partner Services to interview partners of people newly diagnosed with HIV as soon as possible.
- Build surveillance infrastructure at the public health department.

New Strategies Implemented to Date



Diagnose

- **HIV self test kits** - over 9,000 kits distributed to HIV testing agencies, new partners, and at community events.
- **Increased HIV testing** at Vaccine Plus Clinics and on Skid Row.



Treat

- **Rapid Linkage to Care Program** developed. 79% of clients linked to care within 6 days in pilot.
- **Emergency Financial Assistance Program** (homelessness prevention) launched. Over 500 applications received.
- **Mental Health consultant** to support pregnant persons with HIV.
- **Mental Health Services assessment.**



Prevent

- **Telehealth services for PrEP** implemented at 4 agencies.
- **PrEP provider assessment** conducted in Supervisorial District 2.
- **Technical assistance** to FQHCs and community clinics on PrEP.



Respond

- **Cluster Detection and Response Plan** developed.
- **Disease investigation services (DIS) collaboration** from a regional, cooperative perspective across regions.

Cross Cutting Strategies

- **EHE Steering Committee** formed.
- **Community Engagement Program** developed and launched.
- **Implicit Bias & Medical Mistrust Training** - 121 individuals trained across 31 agencies with newly developed curriculum.
- Temporary staff contract executed for 16 positions; 12 positions hired to date.



Diagnose

- **HIV testing in DMH Mental Health clinics** via MOU.
- **Emergency Department Testing Initiative** with DHS and UCLA.
- Ongoing partner recruitment for **HIV self test kit distribution**.



Treat

- Novel Approach to **Youth Care Engagement Pilot**.
- Intensive case management for all **pregnant HIV-positive persons** and increased engagement with Birthing Hospitals.
- **HIV Transition of Care Project** at LAC+USC Medical Center (*pending BOS review*).



Prevent

- Increasing capacity of **syringe services programs** (SAPC EOP Hubs) via contract augmentations and re-solicitations (DHSP/SAPC collaboration).



Respond

- **Cluster Detection and Response Community Advisory Board**.
- HIV focus for DHSP **Partner Services** staff.
- DHSP **Data to Action Surveillance** team created to better identify high priority cases for enhanced case management.

Cross Cutting Strategies

- **Media solicitation** for 3 campaigns (PrEP, HIV and syphilis, Ryan White promotion)
- **Data to Care** solicitation developed.
- **Health education unit** formed to conduct outreach and education.

Upcoming Projects, June 2022



Activity/Program	Description
Mini-grants to partners	Mini-grants to CBOs for innovative projects to allows non-traditional HIV partners and smaller CBOs who typically are unable to apply to County RFPs due to eligibility requirements (insurance, MMRs, etc.). Estimated 5 contracts at \$50,000 each.
Grants for interventions targeting EHE Priority Populations	Grants for DHSP-selected evidence-based interventions for clinics serving people with HIV in EHE priority populations. Interventions range from Seeking Safety, Peer-led approaches, financial incentives for behavior change, among others. Estimated 10 contracts at \$300,000 each + \$500,000 evaluation service.
Spanish tele-mental health service/program	Countywide tele-mental health services for Spanish monolingual people with HIV and clients with co-occurring disorders, specifically substance use disorder. This is in response to community and provider feedback to increase mental health services for this population.
HIV workforce development	Priority project for EHE federal funders to ensure people with HIV receive culturally sensitive, client-centered experiences in HIV service organizations. Will create opportunities for people living with HIV to be part of the workforce and increase capacity of existing and future HIV staff.
Ryan White Program centralized eligibility administrator	Facilitate engagement in care by reducing existing barriers and administrative burden for clients receiving care across all Ryan White funded HIV treatment and supportive services.
Public health detailing	Provider detailing on topics that may include, but not limited to (1) Testing & PrEP, (2) HIV and Women.



STD Response and Recommendations



STD Morbidity vs STD Funding

STD Morbidity Rising

LAC reports the highest annual cases of syphilis, congenital syphilis, & gonorrhea. In the last decade (2012-2021):

- **800%** increase in syphilis rates among females
- **130%** increase in syphilis rates among males
- **850%** increase in congenital syphilis rates*



Stagnant/Decreased Funding

Resource challenges persist despite yearly increases in STD morbidity over the last 10 years and extremely sharp increases in syphilis and congenital syphilis over the last 5 years.





Current STD programming within LAC and level of implementation for each intervention.

Legend

No implementation due to limited funding
Low level implementation
Medium level of Implementation
High level of Implementation
Services Not Applicable
Highly recommended intervention

Congenital Syphilis Focused Interventions	Syphilis Focused Interventions	Gonorrhea Focused Interventions	Chlamydia Focused Interventions
<u>Social Marketing</u>	Social Marketing	Social Marketing	Social Marketing
Community Engagement	Community Engagement	Community Engagement	Community Engagement
Provider Outreach/ Public Health Detailing	Provider Outreach/ Public Health Detailing	Provider Outreach/Public Health Detailing	Provider Outreach/Public Health Detailing
Clinical Provider Education and Training	Clinical Provider Education and Training	Clinical Provider Education and Training	Clinical Provider Education and Training
	Condom Distribution	Condom Distribution	Condom Distribution
	Sexual Health Education	Sexual Health Education	Sexual Health Education
		School-Based Well-being Centers	School-Based Well-being Centers
Syphilis Screening During Pregnancy and Delivery	Screening, Diagnosis, and Treatment Services	Screening, Diagnosis and Treatment Services	Screening, Diagnosis and Treatment Services
Pre-natal Care for Pregnant Persons			
Bicillin Delivery Program	Bicillin Delivery Program		
		Expedited Partner Therapy	Expedited Partner Therapy
Treatment Verification	Treatment Verification	Treatment Verification	Treatment Verification
Partner Elicitation and Notification Services	Partner Elicitation and Notification Services	Partner Elicitation and Notification Services	Partner Elicitation and Notification Services
Intensive client case management	Intensive client case management	Intensive client case management	

“STD Crisis” Board of Supervisor Motion* Response: Recommendations and Focus Areas

Internal Workgroup Recommendations

- **Differentiate between STD progress and STD elimination**; initial goal should be to flatten the curves
- Focus on **congenital syphilis** and **perinatal HIV** transmission
- Identify **clinical practices** as an area of focus (e.g., syphilis screening during pregnancy)
- Describe **intersecting program areas** and strategies to ensure that we are maximizing opportunities
- Ensure **broader access to Bicillin** for syphilis treatment and **Expedited Partner Therapy (EPT)** to expand gonorrhea and chlamydia treatment
- Review and address the **intersection between STDs and racism**

Local Policy Recommendations

- **1st and 3rd Trimester Syphilis Screening**: In need of a statewide mechanism to measure compliance, and a clear consequence if screening rates remain low. Policy solutions to address gaps.
- **Physician/Pharmacist Engagement**: Need strategies to compel full and consistent participation of physicians and pharmacists in STD control efforts.
- **EPT Uptake**: Providers are still reluctant to prescribe EPT. There is a need to more broadly communicate the liability protections for clinicians who facilitate access to EPT, and incentives are needed to enlist more EPT clinical and pharmacy partners.

Metrics Recommendations

The Metrics Workgroup prioritized a County-wide focus on the following four core indicators:

1. Reduce rates of primary and **secondary syphilis**
2. Reduce rates of **congenital syphilis**
3. Reduce primary and secondary **syphilis** rates among **men who have sex with men**
4. Reduce **gonorrhea** rate among **African-Americans/Blacks**

“STD Crisis” Board of Supervisor Motion* Response: Federal Advocacy Recommendations

Recommendation 1 Appeal to Secretary of Health and Human Services, Xavier Becerra, to support an STD Control Pilot Program for LAC that helps accelerate progress towards meeting four of the fourteen indicators and targets identified in the Federal STI Strategic Plan.

Recommendation 2 Appeal to Secretary of Health and Human Services, Xavier Becerra, to launch the Ending the STD Epidemic Initiative: A Plan for America, modeled after the recently launched EHE Initiative and that enlists a renewed commitment from federal agencies, States, Counties and Cities, public and commercial health plans, the biotech sector and the vast network of Federally Qualified Health Centers and Community Health Centers to combat the STD crisis.

Recommendation 3 Appeal to the National Clinical Quality Association (NCQA) to adopt new incentives to improve compliance with the health plan HEDIS measure tied to annual chlamydia screening for young sexually women ages 16 to 24. Furthermore, given the growing rates of chlamydia among young men and gonorrhea among both men and women, appeal for NCQA’s adoption of new HEDIS measures to enhance screening in these areas and among these disproportionately impacted sub-populations.

“STD Crisis” Board of Supervisor Motion* Response: State Advocacy Recommendations

Recommendation 1 Appeal to the Superintendent of Public Instruction to develop and implement a systematic tracking system to monitor compliance with the 2016 California Healthy Youth Act (CHYA) and implement strategies to address non-compliance with a focus on areas with the highest numbers and rates of chlamydia and gonorrhea.

Recommendation 2 Appeal to the Secretary of Health and Human Services to develop and implement a tracking system to monitor compliance with the recommendations outlined in the November 16, 2021, Dear Colleague letter related to the expansion of HIV and syphilis testing for pregnant patients and the newly enacted Senate Bill 306.

Recommendation 3 Appeal to Governor Newsom to appropriate funds to support the enhancement of California’s STD Control Infrastructure to fully operationalize an STD Master Plan that includes congenital syphilis elimination, a reduction of syphilis morbidity to at least 2010 levels, enhanced STD surveillance, geo-mapping and cluster detection capacity, novel STD screening, diagnosis and treatment models and expansion of home testing modeled after the COVID response.



Special thanks to Juli Carlos Henderson, Sophia Rumanes, Julie Tolentino, and Marisa Cohen.

DPH HIV/STD Data Dashboards:

<http://publichealth.lacounty.gov/dhsp/dashboard.htm>

Sign up for the EHE listserv at EHEInitiative@ph.lacounty.gov.

EHE website: www.LACounty.HIV



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022			
BOARD MEETING DATE	6/28/2022			
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th			
DEPARTMENT(S)	Chief Executive Office, Fire, Health Services, Public Health, and Sheriff			
SUBJECT	Accept 2021 Urban Area Security Initiative (UASI) Grant Funds			
PROGRAM	Homeland Security Grants Administration			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS	N/A			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$18,996,270 total</td> <td style="width: 50%;">Funding source: Federal Department of Homeland (DHS) Security/Federal Emergency Management Agency (FEMA)</td> </tr> </table> TERMS (if applicable): September 1, 2021 to May 31, 2024 Explanation: The UASI Grant is fully funded by DHS through the California Governor's Office of Emergency Services (Cal OES). There is no matching fund requirement or impact on net County cost.		Total cost: \$18,996,270 total	Funding source: Federal Department of Homeland (DHS) Security/Federal Emergency Management Agency (FEMA)
Total cost: \$18,996,270 total	Funding source: Federal Department of Homeland (DHS) Security/Federal Emergency Management Agency (FEMA)			
PURPOSE OF REQUEST	To accept \$18,996,270 in 2021 UASI Funds from DHS, as distributed through the Los Angeles/Long Beach Urban Area (LB/LBUA), to enhance the capacity of State and local agencies to respond to incidents of terrorism, as well as natural disasters, through coordinated training, exercises, equipment acquisition and technical assistance, and approve the allocation of such funds for the period of September 1, 2021 through May 31, 2024; authorize the Director of Internal Services, as the County's Purchasing Agent, to proceed with the solicitation and purchase of the capital assets which are in excess of \$250,000; and authorize the Chief Executive Officer to execute the UASI subrecipient agreement with the City of Los Angeles and all future amendments, modifications, extensions and augmentations, deemed appropriate.			
BACKGROUND (include internal/external issues that may exist including any related motions)	DHS has released UASI Grant funds to selected jurisdictions, including LB/LBUA. The UASI Grant is administered by the City of Los Angeles. The LA/LBUA, which includes the County, the Cities of Los Angeles and Long Beach, and thirteen other participating jurisdictions, received a 2021 UASI Grant award totaling \$55,420,000. The County's allocation of the 2021 UASI Grant award is \$18,996,270.			
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Craig Hirakawa, Principal Analyst, CEO (213)974-1127, CHirakawa@ceo.lacounty.gov Jimmy Nguyen, Program Specialist III, CEO (213)262-7902, JNguyen@ceo.lacounty.gov Laura Jacobson, Deputy County Counsel (213)974-1923, LJacobson@counsel.lacounty.gov Lauren Dods, Sr. Deputy County Counsel (213)974-1856, Ldods@counsel.lacounty.gov 			



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

June 28, 2022

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:

ACCEPT 2021 URBAN AREA SECURITY INITIATIVE GRANT FUNDS (ALL DISTRICTS) (3 VOTES)

SUBJECT

Board approval is requested to find the proposed actions do not constitute a project or are exempt under the California Environmental Quality Act (CEQA) and accept the County of Los Angeles' (County) allocation of the 2021 Urban Area Security Initiative Grant (UASI) funds to enhance the capacity of State and local agencies to respond to incidents of terrorism as well as natural disasters. The enhancements are provided through coordinated training, exercises, equipment acquisition, and technical assistance.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the County activities to be funded with the 2021 UASI funds from the Federal Department of Homeland Security (DHS) as distributed through the Los Angeles/Long Beach Urban Area (LA/LBUA) do not constitute projects under CEQA or, in the alternative, are exempt from CEQA for the reasons stated in this letter and in the record of the proposed activities;
2. Accept \$18,996,270 in 2021 UASI Grant funds under Assistance Listing Number 97.067 from DHS as distributed through the LA/LBUA with a Performance Period of September 1, 2021 to May 31, 2024, and approve the allocation of such funds as set forth in the Attachment hereto;
3. Authorize the County's Purchasing Agent to proceed with the solicitation and

purchase of capital assets which are in excess of \$250,000 with two weeks advance notice to the Board of Supervisors (Board); and

4. Delegate authority to the Chief Executive Officer, or her designee, to approve and execute the UASI subrecipient agreement with the City of Los Angeles and all future amendments, modifications, extensions, and augmentations as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS has released UASI Grant funds to selected jurisdictions, including the LA/LBUA which is administered by the City of Los Angeles. The LA/LBUA, which includes the County, the Cities of Los Angeles and Long Beach, and thirteen other participating jurisdictions, received a 2021 UASI Grant award totaling \$55,420,000. The County's allocation of the 2021 UASI Grant award is \$18,996,270 and is detailed in the Attachment.

These UASI Grant funds are proposed for allocation to address the unique equipment, training, planning, and exercise needs of large urban areas associated with addressing threats or acts of terrorism.

Approval of the recommended actions will find the County activities proposed to be funded through the 2021 UASI Grant are not projects or, in the alternative, are exempt under CEQA; accept the Grant funds and approve the allocation thereof; authorize the County's Purchasing Agent to proceed with the capital asset purchases in excess of \$250,000 with two weeks advance notice to the Board, and delegate authority to the Chief Executive Officer to execute the appropriate documents.

Implementation of Strategic Plan Goals

The recommended actions support Goal III, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The UASI Grant is fully funded by DHS through the California Governor's Office of Emergency Services (Cal OES). There is no matching fund requirement or impact on net County cost.

The following County departments will receive funding for the proposed specific projects as detailed in the Attachment: Chief Executive Office – Office of Emergency Management (\$500,000), Fire (\$5,558,997), Health Services (\$1,195,912), Public Health (\$735,094) and Sheriff (\$11,006,267). The funding needed for Fiscal Year 2022-23 will be requested during the Fiscal Year 2022-23 Supplemental Budget Phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cal OES has provided the County Operational Area with specific guidelines for the administration, management, and utilization of the UASI Grant. These guidelines detail all activities and expenditures that are eligible for reimbursement.

ENVIRONMENTAL DOCUMENTATION

The proposed County activities to be funded as identified in the Attachment do not constitute projects, pursuant to CEQA, because they are excluded from the definition of a project by Public Resources Code section 21065 and section 15378(b)(2) and (5) of the State CEQA Guidelines on the basis that are continuing administrative or organizational activities of government and do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In the alternative, the activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in section 15301 and 15322(a) of the State CEQA Guidelines and Classes 1(c) and (r) and 22(a) and (c) of the County's Environmental Documentation and Reporting Procedures and Guidelines, Appendix G which apply to building leases, and educational or training programs. In addition, based on the records of the proposed exempt activities, the exempt activities will comply with all applicable regulations, are not located in a sensitive environment and there are no cumulative impacts, unusual circumstances damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Each subrecipient awarded funding is required to comply with CEQA, as applicable, in order to be reimbursed with grant funds. To the extent there are any changes proposed to the activities to be funded by the County retained funds, the proposed activities will be reviewed for any further findings which may be necessary under CEQA. Chief Executive Office staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

CONTRACTING PROCESS

The UASI subrecipient agreement with the City will be entered into and administered by the Chief Executive Officer under delegated authority as approved by the Board. Prior to execution, the agreement will be reviewed and approved as to form by County Counsel.

The acquisition of capital asset equipment costing over \$250,000, as identified in the Attachment, is under the statutory authority of the County's Purchasing Agent and will be requisitioned, solicited, and purchased in accordance with County Purchasing Policies and Procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This UASI Grant provides funding to the County for planning, equipment, training, and program management and administration for emergency prevention, preparedness, and response personnel. The UASI Grant will have a positive impact on current services by improving and enhancing the County's ability to mitigate threats and incidents of terrorism.

CONCLUSION

Upon execution by the Board, please send a copy of the adopted Board letter to the Chief Executive Office - Homeland Security Grants Administration for processing.

Sincerely,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC
TT:CH:JN:ar

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Sheriff
Fire
Health Services
Public Health

**2021 URBAN AREA SECURITY INITIATIVE
ALLOCATION TO COUNTY DEPARTMENTS**

<u>Department</u>	<u>Project Description</u>	<u>Amount</u>
Chief Executive Office - Office of Emergency Management	Special Event Gap Assessment; and Regional Emergency Management Software	\$ 500,000
Fire	Joint Regional Intelligence (JRIC) Officers; Critical Infrastructure Key Resource; Joint Hazard Assessment Team; Counter - Unmanned Aircraft System (UAS) Captain; Hazardous Materials Equipment; Regional Radiac Monitors; Self Contained Breathing Apparatus (SCBA); Maritime Training; Regional Training Centers Maintenance and Sustainment; Tactical Emergency Medical Services (TEMS) Equipment; Urban Search and Rescue (USAR) Props; Community Risk Reduction Coordinator; All Hazards Incident Management Training; Fire Ground (FGS) Training; UAS Training and Equipment; FLIR Cameras for Helicopters; Hydraulic Rescue Tool; Mobile Command unit; and Vernon Classroom	\$ 5,558,997
Health Services - EMS	Tent Shelter Kits; and Space Lease for Equipment Storage	\$ 1,195,912
Public Health	Equipment for Enhancing Public Health Capabilities to Respond to Radiological Incidents	\$ 735,094
Sheriff	Cobwebs Technologies Platform; Cellebrite Premium Unlimited Package; Infrastructure Upgrade; Southern California Situational Awareness (SCSAP) Platform; Intelligence System Backup Server; Cisco WebEx Collaboration Boards; Downlink and CNC Live Equipment; Lexray; Investigative Tools/Resources; Helipad Security Cameras; Chemical, Biological, Nuclear, and Explosives (CBRNE) Detection Equipment; Arson and Explosive Robot; Mobile Barrier Project; AUV Critical Infrastructure Protection; ROV Critical Infrastructure Protection; High Threat Disablement/Render Safe; Maintenance; CBRNE Vessel; WMD Training; Critical Infrastructure Protection Program Training (CIPP); Counter-Terrorism and Intelligence Tradecraft Training; Enhanced Active Shooter Strategies Training; Tactical Medicine Course; Mobile Communication Equipment; Personal Ballistic Armor; Patrol Rifle Body Armor; Counter-Terrorism Investigations Ballistic Protection Equipment; Maritime Personnel Protective Armor; Trauma First Aid Kits; Fusion Goggle System; Overwater Emergency Egress Equipment; Command Post Computers; Search and Rescue Equipment; Fusion Center Training, Palantir, Cybersecurity Intelligence Analysts, and Critical Incident Platform	\$ 11,006,267

Totals \$ 18,996,270

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	6/28/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Health Services (DHS)	
SUBJECT	Approval of an amendment to extend a sole source Agreement with Press Ganey Associates, LLC dba Press Ganey Associates, Inc. to continue patient experience survey services at DHS facilities and expand services to include workforce engagement surveys and access to Press Ganey's nursing quality indicator databases.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Leveraging DHS' Vizient membership and the credibility of Vizient's procurement methods, the current LA County Agreement was awarded to Press Ganey with Board approval. Vizient agreements are competitively solicited. Bid/proposal opportunities are publicly posted, and procurement processes adhere to the American Bar Association Model Procurement Code.	
DEADLINES/ TIME CONSTRAINTS	Current Agreement expires 6/30/2022	
COST & FUNDING	Total cost: \$2,474,728	Funding source: DHS Fiscal Year 2022-23 Recommended Budget
	TERMS (if applicable): Three (3) years with two (2) one-year extension options with an annual maximum obligation of \$1,974,728 and pool dollars in an amount not to exceed \$500,000 annually.	
	Explanation:	
PURPOSE OF REQUEST	To continue patient experience survey services at Department of Health Services facilities and expand services to include workforce engagement surveys and access to Press Ganey's nursing quality indicator databases.	
BACKGROUND (include internal/external issues that may exist including any related motions)	DHS has utilized Vizient's selected vendor, Press Ganey, to ensure it has a reliable instrument of measurement and valid patient sample size to determine the quality of its services and patient experience. As one of the few HCAHPS approved vendors in the nation, Press Ganey has worked with LA County for over a decade ensuring that DHS follows CMS regulations. The merging of Press Ganey's Patient Experience Surveys, Employee Engagement Surveys, and NES in LA County's agreement will continue and streamline the services provided by Press Ganey, leverage DHS' economies of scale and keep LA County in compliance with federal regulations. With the addition of services, DHS will be able to correlate historical patient experience scores, employee engagement data, and nursing quality indicators offering real in-depth level of insight to identify the greatest areas of improvement opportunities. This infrastructure of meaningful insight will help DHS' mission to advance the health of patients and communities by providing extraordinary care.	

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Donna Nagaoka, Program Implementation Manager, (213) 288-8416, DNagaoka@dhs.lacounty.gov • Julio Alvarado, Director, Contract Administration and Monitoring, (213) 288-7819, jalvarado@dhs.lacounty.gov • Amy Naamani, Sr. Deputy County Counsel, (213) 974-0687, ANaamani@counsel.lacounty.gov

June 28, 2022

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

Dear Supervisors:

**APPROVAL OF AN AMENDMENT
TO EXTEND A SOLE SOURCE AGREEMENT
WITH PRESS GANEY ASSOCIATES LLC dba PRESS GANEY ASSOCIATES, INC.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of Amendment No. 19 to a sole source agreement with Press Ganey Associates LLC dba Press Ganey Associates, Inc. to continue patient experience survey services at Department of Health Services facilities and expand services to include workforce engagement surveys and access to Press Ganey's nursing quality indicator databases.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Health Services (Director), or authorized designee, to execute Amendment No. 19, substantially similar to Exhibit I, to sole source Agreement No. H-706801 (Agreement) with Press Ganey Associates LLC dba Press Ganey Associates, Inc. (Press Ganey), effective the first calendar day of the month following Board approval, to extend the Agreement term for a period of three (3) years with two (2) one-year extension options, with an annual maximum obligation of \$1,974,728 to continue patient experience survey services at Department of Health Services (DHS) facilities, and expand services to include workforce engagement surveys and access to Press Ganey's nursing quality indicator databases.
2. Delegate authority to the Director, or authorized designee, to negotiate and execute future amendments to the Agreement to add/expand surveys or other related services as authorized by the Director and commensurately increase the County's maximum obligation in order to utilize pool dollars in an amount not to exceed \$500,000 annually, subject to review and approval by County Counsel and notice to the Board and Chief Executive Office (CEO).

3. Delegate authority to the Director, or authorized designee, to execute future amendments to the Agreement to: (a) add, delete and/or modify certain terms and conditions for purposes of clarity, and as required by applicable law, County policy, the Board and/or the Chief Executive Office, (b) extend the term of the Agreement; and (c) terminate the Agreement in accordance with the terms and conditions contained in the Agreement, subject to approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On November 14, 2018, the Board delegated authority to the Director, or authorized designee, to negotiate and execute an agreement with the contractor who was awarded the successor agreement with University HealthSystem Consortium (UHC), now Vizient, for patient satisfaction surveys. Agreement No. H-706801 was borne from this authorization and has been extended within the guidelines of the delegation. As DHS has worked with Press Ganey throughout the past four years, new opportunities to invest in our workforce have become available through Press Ganey.

BACKGROUND

Patient Experience Survey Services

As a member of Vizient, DHS has (with Board approval) utilized Vizient's selected vendor, Press Ganey, to ensure it has a reliable instrument of measurement and valid patient sample size to determine the quality of its services and patient experience. Vizient agreements are competitively solicited, bid/proposal opportunities are publicly posted, and procurement processes adhere to the American Bar Association Model Procurement Code. The County of Los Angeles (County) entered into an agreement with Press Ganey for patient satisfaction survey services on December 1, 2007, enabling DHS to comply with CMS regulations and obtain patient satisfaction surveys previously obtained under purchase orders. Press Ganey provides Patient Experience Surveys utilizing Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS) guidelines for DHS facilities. These HCAHPS-guided surveys are a requirement to comply with the CMS regulations. DHS has continued to contract with Press Ganey over the years under delegated authority from the Board, conditioned upon Vizient continuing to contract with Press Ganey.

Workforce Engagement Surveys and Access to Press Ganey's Nursing Databases

In recent years, the patient experience strategy at DHS has expanded to include efforts to better understand the engagement levels of the teams that are caring for DHS patients and strengthen them in terms of development and wellness so teams can deliver a better patient experience. In 2018 and 2020, DHS collaborated with Press Ganey by means of a purchase order and developed an employee engagement survey. This survey provided valuable insight on the DHS workforce by capturing employees' views, allowing DHS to develop workforce strategies to address common areas of concern. A strength of Press

Ganey's Employee Engagement Survey is the mapping capabilities of being able to correlate patient experience scores and employee engagement levels. Understanding this correlation allowed greater pathways towards improving both employee engagement and patient experience scores. The Employee Engagement Survey aims to give DHS a blueprint of engagement levels across the system to identify opportunities for improving workforce development and wellness.

Access to Press Ganey's Nursing Quality Indicator Databases

DHS facilities have been utilizing a nursing data registry developed by the Collaborative Alliance for Nursing Outcomes (CALNOC) by means of a purchase order for several years. This registry was used to measure and monitor nursing performance across participating CALNOC members. In March 2019, the CALNOC registry was purchased by Press Ganey and the historical data from that registry is now incorporated into Press Ganey's Nursing Excellence Solution (NES). The current data is now utilized through Press Ganey's National Database of Nursing Quality Indicators (NDNQI), which is part of Press Ganey's NES umbrella. The NES umbrella is used to:

- Measure and monitor performance simultaneously across key nursing performance indicators
- Quickly identify performance improvement opportunities
- Easily explore results with flexible charts and robust selection of benchmarks, categories, items and service lines
- Support DHS Nursing towards Magnet Recognition

The NES will serve as part of the broader DHS strategy to begin aligning DHS' nursing programs towards magnet recognition status and benefit DHS' nurses and nursing leadership by supporting them with capabilities to assess quality data and act on opportunities to transform the patient care experience. Amending the sole source agreement with Press Ganey will merge Patient Experience Surveys, Employee Engagement Surveys, and NES in LA County's agreement.

RECOMMENDATIONS

Approval of the first recommendation will allow the Director, or authorized designee, to execute Amendment No. 19 to the Agreement with Press Ganey effective the first of the month following Board approval to continue the required patient experience surveys conducted on behalf of DHS facilities, in compliance with the Centers for Medicare and Medicaid Services' (CMS) regulations, and to expand services to include workforce engagement surveys and access to Press Ganey's nursing quality indicator databases, both of which are currently covered under purchase orders.

Approval of the second recommendation will allow DHS to increase the maximum obligation by \$500,000 in the event any additional services or reports are authorized by

the Director or required from federal or State regulations from the Contractor during the term of the Agreement.

Approval of the third recommendation will enable DHS to amend the Agreement to make administrative or required changes to the terms and conditions, extend the term, as well as to affect the County's right to terminate the Agreement within the conditions set forth in the Agreement.

As one of the few HCAHPS approved vendors in the nation, Press Ganey has worked with the County for over a decade ensuring that DHS follows CMS regulations. The merging of Press Ganey's Patient Experience Surveys, Employee Engagement Surveys, and NES in LA County's Agreement will continue and streamline the services provided by Press Ganey, leverage DHS' economies of scale and keep the County in compliance with federal regulations. With the addition of services, DHS will be able to correlate historical patient experience scores, employee engagement data, and nursing quality indicators offering a real in-depth level of insight to identify the greatest areas of improvement opportunities. This infrastructure of meaningful insight will help DHS' mission to advance the health of patients and communities by providing extraordinary care.

Implementation of Strategic Plan Goals

The recommended actions support Strategy II.2, "Support the Wellness of Our Communities," III.1, "Continually Pursue Development of Our Workforce," and III.3, "Pursue Operational Effectiveness, Fiscal Responsibility and Accountability" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The County annual maximum obligation is \$2,474,728 inclusive of pool dollars for the extended term of the Agreement.

Funding will be requested in the DHS Fiscal Year (FY) 2022-23 Supplemental Budget and will be requested in future years' budgets as appropriate. The actions recommended in this letter will not result in additional net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As a member of Vizient, DHS also has access to utilize group purchasing services agreements, including Patient Experience Surveys and benchmarking services provided by Press Ganey. DHS has utilized Vizient's selected vendor, Press Ganey, for a number of years to ensure it has a reliable instrument of measurement and valid patient sample size to determine the quality of its services and patient experience. Vizient agreements are competitively solicited, bid/proposal opportunities are publicly posted, and procurement processes adhere to the American Bar Association Model Procurement

Code. On October 1, 2000, Vizient entered into an agreement with Press Ganey for patient satisfaction services and has awarded successor agreements to Press Ganey over the years as a result of subsequent competitive solicitations.

Section 5501(a) of the Deficit Reduction Act of 2005 requires hospitals to report additional quality measures in order to receive the full market basket increase to their Medicare payment rates. The intent of the HCAHPS is to provide a standardized survey instrument and data collection methodology for measuring patients' perspectives on hospital care.

On November 1, 2006, final CMS regulations were issued to the HCAHPS data reporting requirements with an effective date of July 1, 2007. HCAHPS performance scores play a pivotal part in hospital reimbursement through the Hospital Value-Based Purchasing Program.

DHS participates in Cal Hospital Compare (CHC), formerly California Hospital Assessment and Reporting Taskforce, which is a public report card for California hospitals on patient experiences. Data required to participate in CHC comes in part from the contractor's service.

The Agreement may be terminated for convenience upon agreement by both the County and Press Ganey due to CMS quarterly regulations.

County Counsel has approved Exhibit I as to form.

The services provided under the Agreement are highly specialized and cannot be provided by County staff. Further, these services are only needed on an intermittent basis. Therefore, the Agreement is exempt from Proposition A (Los Angeles County Code 2.121.250) and not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

CONTRACTING PROCESS

Vizient agreements are competitively solicited. Bid/proposal opportunities are publicly posted, and procurement processes adhere to the American Bar Association Model Procurement Code. Leveraging DHS' Vizient membership and the credibility of Vizient's procurement methods, the current LA County Agreement was awarded to Press Ganey.

The Honorable Board of Supervisors

June 28, 2022

Page 6

IMPACT ON CURRENT SERVICES

Approval of the recommendations will ensure DHS continues to comply with CMS regulations for reporting quality measures and continue to improve its service delivery through patient and workforce feedback.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:aw:hs:rs

Enclosures

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

SOLE SOURCE CHECKLIST

Department Name: Health Services

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

12/16/2015

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
<input checked="" type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input checked="" type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Bonilla
Chief Executive Office

5/11/22

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	6/28/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	Approval to execute contract amendments to eight Promoting Health Care Engagement Among Vulnerable Target Populations at Risk for or Living with HIV and STDs services contracts to extend the term effective July 1, 2022 through June 30, 2023, with an option to extend for an additional one-year term through June 30, 2024.	
PROGRAM	Division of HIV and STD Programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEADLINES/ TIME CONSTRAINTS	Contracts are scheduled to end on June 30, 2022.	
COST & FUNDING	Total cost: \$5,032,063 Annually	Funding source: Centers for Disease Control and Prevention and HIV net County cost (Ryan White Program Part A funds may also be used for services to those clients that are HIV positive)
	TERMS (if applicable): Extended term July 1, 2022 through June 30, 2023 and optional extension term July 1, 2023 through June 30, 2024.	
	Explanation:	
PURPOSE OF REQUEST	Requesting authorization to execute contract amendments to eight Promoting Health Care Engagement Among Vulnerable Target Populations At Risk for Living with HIV and STD Services (Vulnerable Populations) contracts for the term effective July 1, 2022 through June 30 2023, with an option to extend for one additional one-year term through June 30, 2024, at an annual maximum obligation of \$5,032,063. The purpose of Vulnerable Population programs are to: 1) decrease new HIV and STD infections among young men who have sex with men (YMSM) and transgender individuals; and 2) increase linkage to care among HIV positive YMSM and transgender individuals not currently in HIV medical care. HIV and STD prevention services to be provided under these contracts are intended to be holistic and address the sociocultural, environmental, and economic challenges as a strategy to improve the overall health and well-being of YMSM and transgender individuals in an effort to increase the likelihood that they will remain HIV negative and STD-free.	
BACKGROUND (include internal/external issues that may exist including any related motions)	As a result of Public Health's release of a solicitation on October 15, 2015, your Board approved on November 7, 2017, eight contracts for the provision of Vulnerable Population services for the term effective November 7, 2017, through June 30, 2020, with two optional one-year renewal terms, which were exercised through the term ending June 30, 2022.	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority 2. Alliance for Health Integration; services integrate services across health services and public health to assist client's access to care and address mental health
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871 jbobrowsky@ph.lacounty.gov Mario Perez, Director, DHSP (213) 351-8001, mjperez@ph.lacounty.gov Margaret Ambrose, Principal Deputy County Counsel, (213) 974-0941, mambrose@counsel.lacounty.gov



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRES, M.S.P.H.
Chief Deputy Director

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**BOARD OF
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Second District

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Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

DRAFT

June 28, 2022

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

Dear Supervisors:

**APPROVAL TO EXECUTE AMENDMENTS TO EIGHT PROMOTING HEALTH CARE
ENGAGEMENT AMONG VULNERABLE TARGET POPULATIONS AT RISK FOR OR
LIVING WITH HIV AND STDs SERVICES CONTRACTS TO EXTEND THE TERM
EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute contract amendments to eight Promoting Health Care Engagement Among Vulnerable Target Populations at Risk for or Living with HIV and STDs services contracts to extend the term effective July 1, 2022 through June 30, 2023, with an option to extend for an additional one-year term through June 30, 2024.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute eight contract amendments for promoting health care engagement among vulnerable target populations at risk for or living with HIV and STDs, substantially similar to Exhibit I, with the agencies listed in Attachment A, to extend the contract term, at an annual maximum obligation of \$5,032,063 effective July 1, 2022 through June 30, 2023, with an option to extend thereafter for an additional one-year term through June 30, 2024, contingent upon performance and the availability of funding, and exercised through written notification from the Director

of Public Health, or designee, to the Contractor prior to the end of the contract term; 100 percent offset by Centers for Disease Control and Prevention (CDC) and existing net County cost (NCC) funds.

2. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the contracts that allow a no-cost adjustment to the term through December 31, 2024; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, 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 contracts that authorize modifications to the budget or within budget categories, and make corresponding service adjustments to the scope of work(s), as necessary; changes to hours of operation and/or service delivery locations; and/or corrections of errors in the contract's terms and conditions.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend any contract upon issuing a written notice to contractors who fail to perform and/or fully comply with program requirements; to terminate contracts for convenience by providing a 30-calendar day advance written notice to contractors; and to accept voluntary contract termination notices from contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Sociocultural, environmental, and economic challenges known collectively as social determinants of health (SDoH) affect the well-being of young African American and Latino men who have sex with men (YMSM) and transgender individuals, and these SDoH are associated with poor health outcomes including an elevated risk of HIV infection and STDs. HIV and STD prevention services to be provided under these contracts address SDoH as a prevention strategy that improves the overall health and well-being of YMSM and transgender individuals as well as increase the likelihood that they will remain HIV negative and STD-free.

The primary goals for HIV and STD prevention services are to: 1) decrease new HIV and STD infections among YMSM and transgender individuals; and 2) increase linkage to care among HIV positive YMSM and transgender individuals not currently in HIV medical care.

Approval of Recommendation 1 will allow Public Health to execute eight contract amendments to extend the term for the continuation of HIV and STD prevention

services to African American and Latino YMSM and transgender individuals in the central and south areas of Los Angeles County.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to adjust the term of the contracts through December 31, 2024, as allowed by the grant; and/or increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable Public Health to amend the contracts and adjust the term for a period of up to six months beyond the expiration date. 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 contracts such as authorizing modifications to the budget categories, and make corresponding service adjustments to the scopes of work, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Approval of Recommendation 4 will allow Public Health to immediately suspend contracts with contractors who fail to perform and/or fully comply with program requirements, to terminate contracts for convenience by providing 30-calendar days' advance written termination notice to contractors, and to accept notices from contractors who voluntarily request to terminate their contract(s).

Implementation of Strategic Plan Goals

The recommended actions support Strategy 1.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the eight contract amendments for the provision of HIV and STD services is \$10,064,126, effective July 1, 2022, through June 30, 2024, 100 percent offset by CDC and existing NCC funds. Ryan White Program funds can be used to support HIV prevention services for HIV positive clients and will also be used as an alternate source of funding.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Health's allocations for HIV and STD prevention services are aligned with the Commission on HIV's recommended allocation.

County Counsel has reviewed and approved Exhibit I as to form. Attachment A provides information about the HIV and STD prevention services contracted providers and the eight recommended amendments.

CONTRACTING PROCESS

On November 7, 2017, your Board approved eight contracts for the provision of Vulnerable Population services for the term effective November 7, 2017, through June 30, 2020, with two optional one-year renewal terms, which were exercised through the term ending June 30, 2022.

Public Health has begun assessing current service programming for these clients to ensure that optimal HIV and STD needs are being met. Based on the results of those assessments, the Division of HIV and STD Programs will be able to utilize the data to enhance program activities and support forthcoming program solicitation components.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue the delivery of critical HIV and STD prevention programming for YMSM and transgender individuals in areas of high HIV and STD morbidity.

Respectfully submitted,

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

BF:db
BL#06346

Enclosures

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

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS
PROMOTING HEALTH CARE ENGAGEMENT AMONG TARGETED VULNERABLE POPULATIONS**

***(CENTERS FOR DISEASE CONTROL AND PREVENTION AND NET COUNTY COST FUNDS)**

No.	Contractor Name	Contract Number	Extension Contract Term 1 7/1/22 - 6/30/23	Optional Extension Contract Term 2 7/1/23- 6/30/24	Optional Extension Contract Term 3 11/1/24- 6/30/24	Total Maximum Obligation	Service Planning Area Served	Supervisory District Served
NCC								
1	AltaMed Health Services	PH-003434	\$ 500,000	\$ 500,000	NA	\$ 1,000,000	4, 6 & 7	1, 2, & 3
2	Childrens Hospital Los Angeles	PH-003436	\$ 500,000	\$ 500,000	NA	\$ 1,000,000	4 & 6	1, 2, & 3
3	Los Angeles LGBT Center	PH-003437	\$ 750,000	\$ 750,000	NA	\$ 1,500,000	4 & 6	1, 2, & 3
No.	Contractor Name	Contract Number	Extension Contract Term 1 7/1/22 -12/31/22	Optional Extension Contract Term 2 1/1/23- 12/31/23	Optional Extension Contract Term 3 11/1/24- 6/30/24	Total Maximum Obligation	Service Planning Area Served	Supervisory District Served
CDC								
4	In the Meantime Men's Group, Inc.	PH-003438	\$ 375,000	\$ 750,000	\$ 375,000	\$ 1,500,000	4 & 6	1, 2, & 3
5	Men's Health Foundation	PH-003439	\$ 250,000	\$ 500,000	\$ 250,000	\$ 1,000,000	6 & 8	2
Subtotal Annual Budget Requested for YMSM			\$ 2,375,000	\$ 3,000,000	\$ 625,000	\$ 6,000,000		
TRANSGENER INDIVIDUALS (TI)								
No.	Contractor Name	Contract Number	Extension Contract Term 1 7/1/22 - 6/30/23	Extension Contract Term 2 7/1/23- 6/30/24	Optional Extension Contract Term 3 11/1/24- 6/30/24	Total Maximum Obligation	Service Planning Area Served	Supervisory District Served
1	Bienestar Human Services, Inc.	PH-003440	\$ 750,000	\$ 750,000	NA	\$ 1,500,000	6 & 8	2 & 4
2	Center for Health Justice	PH-003435	\$ 282,063	\$ 282,063	NA	\$ 564,126	1 through 8	1 through 5
3	Los Angeles LGBT Center	PH-003441	\$ 1,000,000	\$ 1,000,000	NA	\$ 2,000,000	4 & 6	1, 2, & 3
Subtotal Annual Budget Request for TI			\$ 2,032,063	\$ 2,032,063	NA	\$ 4,064,126		
Grand Total			\$ 4,407,063	\$ 5,032,063	\$ 625,000	\$ 10,064,126		

*RYAN WHITE PROGRAM FUNDS MAY BE USED FOR PREVENTION ACTIVITIES FOR HIV POSITIVE CLIENTS

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	6/28/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	Authorization to execute contract a new sole source contract with the Heluna Health for Ending the HIV Epidemic (EHE) Services for the term effective date of execution through February 28, 2025, with an option to extend through February 28, 2027.	
PROGRAM	Division of HIV and STD Programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: These services are needed to address an emergent or related time-sensitive need. Despite advances in HIV medicine and a growing awareness that people living with HIV who maintain an undetectable HIV viral load will not sexually transmit HIV to others, there continues to be persistent disparities along racial/ethnic, gender, age, geography and sexual orientation lines in the County. The COVID-19 pandemic has exacerbated the health burden of affected populations with health inequities and disproportionate impact on Black and Latinx communities, people experiencing homelessness, people with substance use disorder and people with mental health issues	
DEADLINES/ TIME CONSTRAINTS	Services are needed as soon as possible given delays for implementation of meeting some required activities for EHE	
COST & FUNDING	Total cost: \$17,850,000(\$5,950,000 annually)	Funding source: HRSA EHE, CDC EHE and Ryan White Program Part A
	TERMS (if applicable): Date of execution – 2/28/25	
	Explanation: Enter into new sole source contract with Heluna Health for EHE activities	
PURPOSE OF REQUEST	The Department of Public Health (Public Health), is requesting approval to execute a new sole source contract with the Heluna Health to provide an array of EHE services for the term of date of execution through February 28, 2025, with an option to extend for an additional 24 months through February 28, 2027. The recommended actions will allow Public Health to implement local EHE Strategies, which supports emerging practices, evidence-informed and evidence-based interventions and client services for reengagement in care and viral suppression. Heluna will serve as a fiscal sponsor and administrator of services related to EHE strategies.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Despite advances in HIV medicine and a growing awareness that PLWH who maintain an undetectable HIV viral load will not sexually transmit HIV to others, there continues to be persistent disparities tied to biomedical HIV prevention utilization, HIV infection and HIV viral suppression by race/ethnicity, gender, age, geographic area and sexual orientation in Los Angeles County. The COVID-19 pandemic has exacerbated these health inequities, as a disproportionate number of sub-populations impacted by HIV are also experiencing homelessness, substance use disorders and untreated mental health at high rates. The EHE Plan for Los Angeles County is designed to reach goals set	

	<p>forth by federal partners related to reducing HIV transmission, increasing linkage to care, increasing Pre-exposure prophylaxis program (PrEP) enrollment for high priority populations, and responding to HIV outbreaks as quickly and efficiently as possible.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: 2. Alliance for Health Integration; services integrate services across health services and public health to assist client's access to care and address mental health</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>Chief, Public Health, Administration: Joshua Bobrowsky (213) 288-7871 jbobrowsky@ph.lacounty.gov</p>



DRAFT



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

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Kathryn Barger
Fifth District

June 28, 2022

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 SOLE SOURCE CONTRACT WITH HELUNA HEALTH
FOR THE PROVISION OF ENDING THE HIV EPIDEMIC SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute a new sole source contract with Heluna Health for the provision of Ending the HIV Epidemic services, effective upon date of execution through February 28, 2025, and delegated authority to extend the term through February 28, 2027.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a new sole source contract, substantially similar to Exhibit I, with Heluna Health (Heluna) for the provision of Ending the HIV Epidemic (EHE) services, effective upon date of execution through February 28, 2025, at an annual maximum obligation of \$5,950,000, for a total contract maximum obligation of \$17,850,000; 100 percent offset by Health Resources and Services Administration (HRSA) EHE funds, Centers for Disease Control and Prevention EHE funds and Ryan White Program (RWP) Part A funds.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contract that extend the term for up to two additional one-year periods through February 28, 2027, at amounts to be determined by the Director of Public Health or designee, contingent on the availability of grant funds and contractor performance; allow a no-cost adjustment to the term through August 31, 2027; allow for the rollover of unspent contract funds, as allowed by the grant; provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term; and/or make corresponding service adjustments to the Statement of Work (SOW), as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract that authorize modifications to, or within, budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or make changes to the contract's terms and conditions.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend the contract upon issuing a written notice to the contractor who fails to perform and/or fully comply with program requirements; to terminate the contract for convenience by providing a 30-calendar day advance written notice to the contractor; and to accept a voluntary contract termination notice from the contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Recommendation 1 will allow Public Health to execute a new sole source contract with Heluna to oversee an array of EHE services for Los Angeles County (LAC) residents who are living with HIV or at risk of contracting HIV. Services will include releasing of solicitations to award mini-grants to Community Based Organizations (CBOs) for innovative projects. This solicitation process will allow services to rapidly be deployed via various partners and smaller CBOs. Services provided by Heluna will also include issuing solicitations for subcontracting focused on EHE Priority Populations based on pre-selected evidence based interventions, and enhance existing telehealth services for mental health, with a focus on serving Spanish monolingual clients and clients with co-occurring disorders, specifically substance use disorder. Lastly, services will focus on enhancing public health detailing around pre-exposure prophylaxis program (PrEP), routine HIV testing, and rapid linkage to care. Heluna will serve as the fiscal sponsor and administrator of the EHE services provided under the proposed contract. The EHE Plan for LAC is designed to reach goals set forth by Federal partners related to reducing HIV transmission, increasing linkages to care, increasing PrEP

enrollment for high priority populations, and responding to HIV outbreaks as quickly and efficiently as possible.

The areas of focus under the proposed new sole source contract with Heluna include: increasing the breadth and impact of community/LAC partnerships, improving access to mental health services, improving the development of the HIV workforce, centralizing HIV client eligibility for services and expanding HIV outreach and education to reach non-traditional community partners.

Approval of Recommendation 1 will also allow Public Health to quickly advance several elements of the EHE initiative, including through non-traditional HIV partners and smaller community-based organizations by having Heluna serve as a fiscal and administrative liaison to release and implement several EHE-specific solicitation opportunities. By adopting this approach, Public Health can quickly partner with agencies, invest time-sensitive federal EHE funds, and adapt to changes in the HIV services landscape.

Heluna will work with community-based organizations on capacity building and improvements on providing HIV services to deliver culturally sensitive, client-centered interventions. Heluna will also expand outreach and education activities to non-HIV-focused providers and clinics and inform them about HIV service needs and key EHE-related strategies (e.g., linkage to care, PrEP, routine HIV testing, antiretroviral therapy, and syphilis screening). Lastly, Heluna will work with Public Health to reduce barriers and the administrative burden for clients receiving HIV care, treatment and supportive services. Currently, Persons Living With HIV (PLWH) who wish to access care utilizing federal Ryan White Program supported services, must provide and adhere to eligibility requirements across different access points in the care system. Under this proposed sole source contract, Heluna will develop a centralized client eligibility program that would streamline and reduce the redundancy of the current client eligibility and verification processes, eliminating multiple verification checks across HIV service providers.

Despite advances in HIV medicine and a growing awareness that PLWH who maintain an undetectable HIV viral load will not sexually transmit HIV to others, there continues to be disparities tied to biomedical HIV prevention utilization, HIV infection, and HIV viral suppression by race/ethnicity, gender, age, geographic area and sexual orientation in LAC. The COVID-19 pandemic has exacerbated these health inequities, as a disproportionate number of sub-populations impacted by HIV are also experiencing homelessness, substance use disorders, and high rates of untreated mental health.

Finally, approval of Recommendation 1 will allow Public Health to rapidly invest HRSA EHE and CDC EHE funds as part of the EHE Plan for LAC. HRSA has signaled to Public Health the necessity and urgency to spend EHE funding given spending delays experienced during Year 1 and Year 2 of the initiative and the potential of EHE grant funds being unspent. This sole source contract will not only be responsive to our federal funder mandates tied to the expenditure of funds, but it will also mitigate the administrative burden tied to the solicitation of these services and administration of these funds.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contract to extend and/or adjust the term of the contract; rollover unspent funds, as allowed by the grant; increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term; and make corresponding service adjustments to the SOW, as necessary. This recommended action will enable Public Health to amend the contract to adjust the term for a period of up to six months beyond the expiration date. 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.

Recommendation 2 will also enable Public Health to amend the contract to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval.

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

Approval of Recommendation 4 will allow Public Health to immediately suspend the contract with contractor who fails to perform and/or to fully comply with program requirements, to terminate contract for convenience by providing a 30-calendar day advance written termination notice to the Contractor, and to accept a voluntarily request to terminate their contract.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the contract is \$15,850,000, for the period effective upon date of execution through February 28, 2025; 100 percent offset by HRSA EHE funds, CDC EHE funds and HRSA RWP Part A funds.

There is no net County cost associated with this action.

Funding is included in Public Health's Final Adopted Budget for fiscal year (FY) 2021-22 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract (Exhibit I) contains all of the Board's required provisions.

As required under Board Policy 5.100 (Sole Source Contracts), your Board was notified on May 12, 2022, of Public Health's intent to enter into the recommended Contract (Exhibit I) with Heluna on a sole source basis.

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

Attachment A is the Sole Source Checklist signed by the CEO.

CONTRACTING PROCESS

Heluna is a large, mission-driven, public health nonprofit organization and, is a leading provider for fiscal sponsorships uniquely qualified to take on urgent large-scale projects. Heluna has a strong track record soliciting and allocating program funds, managing multiple federal grants, and maintaining sound financial, human resources, timekeeping, and procurement processes. Additionally, Heluna has years of experience subcontracting with community-based organization for services.

Heluna also has extensive HIV research and prevention experience as evidenced through past relationships in this area with the City and County of San Francisco and also has experience in other public health program areas with LAC. Heluna has also proven their capacity to support the County with time-sensitive multi-million dollar grant funded contracts throughout the COVID-19 response. Entering a sole source contract with Heluna uniquely serves the need to identify an organization that can execute public health programs and services as well as serve as a fiscal sponsor and administrator of time-limited grant funds. The existing partnership Heluna has with the County shortens the learning curve and the time needed to orient a new provider to County policies.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to partner with Heluna to help implement the County's EHE strategic plan in a more accelerated time frame.

Respectfully submitted,

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

The Honorable Board of Supervisors
June 28, 2022
Page 6

Director

BF:vt
#06297

Enclosures

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

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	6/28/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	AUTHORIZATION TO ACCEPT AND IMPLEMENT A FORTHCOMING NOTICE OF GRANT AWARD AND FUTURE AWARDS AND/OR AMENDMENTS FROM THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR THE PUBLIC HEALTH AMERICORPS GRANT PROGRAM FOR THE PERIOD OF AUGUST 1, 2022 THROUGH JULY 31, 2025; AND EXECUTE A MASTER AGREEMENT FOR AS NEEDED TEMPORARY PERSONNEL SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)	
PROGRAM	Executive Office	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Grant term is August 1, 2022 through July 31, 2025 (three years).	
COST & FUNDING	Total cost: 1) \$1,612,800 (Annual Grant Award)	Funding source: 1) Grant Award is from the Corporation for National and Community Service (CNCS), Assistance for the Public Health AmeriCorps Grant Program.
	TERMS (if applicable):	
	Explanation: Funding will be included in Public Health's Final Adopted Budget for Fiscal Year (FY) 2022-23 and will be included in future FYs, as necessary.	
PURPOSE OF REQUEST	The purpose of this request is to acquire authorization to accept and implement a forthcoming notice of grant award and accept and implement future awards and/or amendments from the Corporation for National and Community Service (CNCS) for Public Health AmeriCorps Grant Program for the period of August 1, 2022 through July 31, 2025; and execute a competitively solicited Master Agreement for as needed temporary personnel services.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The COVID-19 pandemic continues to have a significant negative impact on the health and well-being of Los Angeles County (LAC) residents. Throughout the pandemic, COVID-19 has disproportionately impacted communities of color and those with fewer resources, exacerbating health inequities that were evident in these communities pre-COVID-19. In LAC, COVID-19 case rates, hospitalizations, and mortality rates have been higher among Pacific Islander, Hispanic/Latino, Black/African American, American Indian/Alaskan Native, and Asian communities.	

	<p>In support of Public Health's priorities to advance health equity, eliminate health inequities, and facilitate access to education and resources that support optimal health and well-being, Public Health created the Community Health Worker Outreach Initiative (CHWOI) to enhance existing Public Health community engagement infrastructure responding to the COVID-19 public health emergency declared by the Board of Supervisors and Public Health on March 4, 2020.</p> <p>The grant award from CNCS will place AmeriCorps members with Public Health to perform activities aimed at reducing COVID-19 and other health disparities for the period of August 1, 2022, through July 31, 2025. AmeriCorps members and program staff will enhance existing CHWOI infrastructure to reach into highly impacted and lower resourced communities with higher COVID-19 case rates and low vaccination rates when compared to overall LAC rates.</p> <p>Eighty (80) AmeriCorps members will be hired through a temporary personnel contract at three-fourths time and will be assigned to each of the eight (8) Service Planning Areas (SPAs), headquartered in the SPA Community Field Offices.</p> <p>The AmeriCorps members will deliver seamless, coordinated, community-based services and resources to a minimum of 350,000 individuals and 17,500 individuals will receive service referrals in communities disproportionately impacted by COVID-19.</p> <ol style="list-style-type: none"> 1) The primary role of AmeriCorps members will be to mobilize and serve as community outreach teams of two (2), in areas experiencing the highest rates of COVID-19 cases, hospitalizations, and deaths, primarily among people of color and low-wage earners. They will provide culturally and linguistically appropriate grassroots in-person and virtual outreach, education, community presentations, vaccine registration support, resource navigation to help community members access needed health and social services, and healing-informed educational sessions for additional public health topics. 2) The secondary role of the AmeriCorps members will be to support Public Health Community Field Offices in each of the eight (8) SPAs. This includes conducting case and contact tracing interviews, vaccine and STD follow-up, and providing education on other topics that address the social determinants of health.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This program expands on the existing Public Health community engagement infrastructure and enhances Public Health's priorities to advance health equity, eliminate health inequities, and facilitate access to education and resources that support optimal health and well-being. Additionally, AmeriCorps Members will utilize equity tools developed by the Los Angeles County Anti-Racism, Diversity, and Inclusion Initiative (ARDI) to support this initiative as a grounding principle of the outreach efforts conducted in highly impacted communities throughout Los Angeles County to integrate racial equity across programmatic functions. AmeriCorps members will also participate in the Racial Equity Training to build their capacity in this area and ensure that they possess these skills prior to conducting outreach work.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The program aligns most tightly with Board Priority #9 – Poverty Alleviation as it aims to provide education, services and support to those communities most disproportionality impacted by COVID-19. Public Health strives to serve in these communities to improve health outcomes and overall well-being among families.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Tiffany Romo, MPH Sr. Public Health Analyst Office: 213-288-8670

	tromo@ph.lacounty.gov
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BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRE, M.S.P.H.
Chief Deputy Director

313 North Figueroa Street, Suite 806
Los Angeles, CA 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

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First District

Holly J. Mitchell
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

DRAFT

June 28, 2022

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:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT A FORTHCOMING NOTICE OF
GRANT AWARD AND FUTURE AWARDS AND/OR AMENDMENTS FROM THE
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR THE PUBLIC
HEALTH AMERICORPS GRANT PROGRAM FOR THE PERIOD OF
AUGUST 1, 2022 THROUGH JULY 31, 2025; AND AUTHORITY TO EXECUTE A
MASTER AGREEMENT FOR AS NEEDED TEMPORARY PERSONNEL SERVICES
FUNDED THROUGH THE GRANT
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Provide authorization to accept and implement a forthcoming notice of grant award and/or accept and implement future awards and/or amendments from the Corporation for National and Community Service for Public Health AmeriCorps Grant Program for the period of August 1, 2022, through July 31, 2025; and execute Master Agreement(s) for as needed temporary personnel services funded through the grant.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Health (Public Health), or designee, to accept and implement a forthcoming grant award, from the Corporation for National and Community Service (CNCS), Assistance Listing

Number 94.006, for the Public Health AmeriCorps Grant Program for the period of August 1, 2022 through July 31, 2025, in an amount estimated not to exceed \$1,612,800 annually, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

2. Delegate authority to the Director of Public Health, or designee, to accept future awards and/or amendments that are consistent with the requirements of the grant award in Recommendation 1 and/or amendments, that extend the funding periods at amounts to be determined by the CNCS; reflect revisions to the grant award's terms and conditions to include but not be limited to the rollover of unspent funds, redirection of funds, and/or increase or decrease in funding, subject to review and approval by County Counsel and notification to your Board and the CEO.
3. Delegate authority to the Director of Public Health, or designee, to execute a competitively solicited Master Agreement(s) for the provision of as-needed temporary personnel services to support the Public Health AmeriCorps Grant effective upon date of execution through July 31, 2025, with an option to extend thereafter for two additional one-year terms, exercised through written notification from the Director of Public Health, or designee, to the Contractor prior to the end of the Master Agreement term.
4. Delegate authority to the Director of Public Health, or designee, to execute amendments to the as-needed temporary personnel services Master Agreement(s) that allows changes to the Statement of Work, terms and conditions and other corresponding service adjustments, as necessary, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The COVID-19 pandemic continues to have a significant negative impact on the health and well-being of Los Angeles County (LAC) residents. Throughout the pandemic, COVID-19 has disproportionately impacted communities of color and those with fewer resources, exacerbating health inequities that were evident in these communities pre-COVID-19. In LAC, COVID-19 case rates, hospitalizations, and mortality rates have been higher among Pacific Islander, Hispanic/Latino, Black/African American, American Indian/Alaskan Native, and Asian communities.

In support of Public Health's priorities to advance health equity, eliminate health inequities, and facilitate access to education and resources that support optimal health and well-being, Public Health created the Community Health Worker Outreach Initiative (CHWOI) to enhance existing Public Health community engagement infrastructure responding to the COVID-19 public health emergency declared by the Board of Supervisors and Public Health on March 4, 2020.

Approval of Recommendation 1 will allow Public Health to accept a forthcoming grant award from CNCS to place AmeriCorps members with Public Health to perform activities aimed at reducing COVID-19 and other health disparities, for the period of

August 1, 2022, through July 31, 2025. AmeriCorps members and program staff will enhance existing CHWOI infrastructure to reach into highly impacted and lower resourced communities with higher COVID-19 case rates and low vaccination rates when compared to overall LAC rates.

Approval of Recommendation 2 will allow Public Health to accept future awards from CNCS and/or amendments that extend the funding periods at amounts to be determined by CNCS and reflect revisions to the award's terms and conditions to include but not be limited to the rollover of unspent funds, redirection of funds, and/or increases or decreases in 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 a competitively solicited as-needed temporary personnel Master Agreement(s) to hire AmeriCorps members at three-fourths time who will be assigned to each of the eight Service Planning Areas (SPAs), headquartered in the SPA Community Field Offices. Recommendation 3 will also allow continued hiring or replacement of AmeriCorps members and other program staff for the duration of the CNCS grant.

The AmeriCorps members will deliver seamless, coordinated, community-based services and resources to a minimum of 350,000 individuals and 17,500 individuals will receive service referrals in communities disproportionately impacted by COVID-19.

- 1) The primary role of AmeriCorps members will be to mobilize and serve as community outreach teams of two in areas experiencing the highest rates of COVID-19 cases, hospitalizations, and deaths, primarily among people of color and low-wage earners. They will provide culturally and linguistically appropriate grassroots in-person and virtual outreach, education, community presentations, vaccine registration support, resource navigation to help community members access needed health and social services, and healing-informed educational sessions for additional public health topics.
- 2) The secondary role of the AmeriCorps members will be to support Public Health Community Field Offices in each of the eight SPAs. This includes conducting case and contact tracing interviews, vaccine and STD follow-up, and providing education on other topics that address the social determinants of health.

Approval of Recommendation 4 will allow Public Health to make changes to the Statement of Work, terms and conditions and other corresponding service adjustments.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.2, Support the Wellness of our Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Public Health will accept a forthcoming award from CNCS for the anticipated period of August 1, 2022, through July 31, 2025, in the estimated annual amount of \$1,612,800. Final funding amounts are subject to CNCS approval. Funds will support expenditures associated with personnel costs and contractual costs.

Funding will be included in Public Health's Final Adopted Budget for Fiscal Year (FY) 2022-23 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 8, 2021, CNCS released a Notice for Funding Opportunity and Mandatory Supplemental Information to solicit applications from counties to engage AmeriCorps members in evidence-based or evidence-informed interventions/practices to strengthen communities. The aim of the funding is to help meet the public health needs of local communities by providing needed capacity and support in state and local public health settings while providing pathways to good quality public health-related careers through onsite experience, training, and more with a focus on recruiting AmeriCorps members who reflect the communities in which they serve.

Public Health responded to the Mandatory Supplemental Information and submitted an application, which proposed to contract 80 three-fourths time AmeriCorps program staff to conduct community outreach, health education, resource sharing, and communicable disease investigation to reduce COVID-19 disparities in LAC.

On March 28, 2022, CNCS provided notification of its intent to award Public Health funding in FYs 2022-25 to support 80 AmeriCorps program staff for reducing COVID-19 and other health disparities in LAC.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow Public Health to accept funds from CNCS and to hire and integrate AmeriCorps program staff into Public Health's task to reduce COVID-19 and other health disparities in the LAC, promoting health equity in line with Public Health's mission.

Respectfully submitted,

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

The Honorable Board of Supervisors

DATE

Page 5

Director

BF:mo

BL#06361

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

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	6/28/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	AUTHORIZATION TO ACCEPT AND IMPLEMENT A STANDARD AGREEMENT AND DELEGATE AUTHORITY TO ACCEPT FUTURE AGREEMENTS AND/OR AMENDMENTS FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH TO SUPPORT THE RADIATION MANAGEMENT PROGRAM FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2031	
PROGRAM	Environmental Health	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Grant start date is July 1, 2022	
COST & FUNDING	Total cost: \$12,698,199	Funding source: California Department of Public Health
	TERMS (if applicable): Three-year term	
	Explanation: Public Health will accept Standard Agreements from CDPH for the term of July 1, 2022 through June 30, 2025 at an amount to be determined by CDPH, estimated not to exceed \$12,698,199 (\$4,232,733 per FY). Funds will support Public Health's personnel costs (salaries and employee benefits), and operating costs associated with the EHRMP. Funding is included in Public Health's FY 2022-23 Recommended Budget and will be included in future FYs, as necessary.	
PURPOSE OF REQUEST	1. Authorize and instruct the Director of the Department of Public Health (Public Health), or her designee, to accept and implement a Standard Agreement (SA) from the California Department of Public Health (CDPH) for the term of July 1, 2022 through June 30, 2025, at an amount estimated not to exceed \$12,698,199, \$4,232,733 per fiscal year (FY), for the three year contract period to support the Public Health Environmental Health Division's Radiation Management Program (EHRMP).	

	<p>2. Delegate authority to the Director of Public Health, or her designee, to accept and implement future SAs and/or amendments from CDPH that are consistent with the requirements of the SA referenced above that extend the term through June 30, 2031 at amounts to be determined by CDPH, estimated not to exceed \$5,300,000 per FY; reflect non-material and/or ministerial revisions to the SA's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the SA through December 31, 2031; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount, subject to review and approval as to form by County Counsel, review by CEO Risk Management as needed, and notification to your Board and the CEO of significant contractual provisions required by the State that depart from standard Board-approved language, including insurance and indemnification provisions.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>CDPH is responsible for State-wide regulation of ionizing radiation sources. Since 1964, in compliance with State Radiation Control Law (Health and Safety Code, Section 114960, et. seq.), the State has contracted with Los Angeles County to provide technical evaluations of applicants and sites prior to issuance of licenses by CDPH, conduct inspections and investigations, and respond to radiological emergencies as defined in the California Code of Regulations, Title 17, Sections 30100 and 30253.</p> <p>Funding will allow Public Health to monitor radiation control activities throughout Los Angeles County to protect residents from potentially harmful radioactive materials. Specifically, funding will be utilized to continue to provide technical evaluations of applications for new or renewed radioactive material licenses; inspect radiation facilities; evaluate the use of radiation producing equipment and the storage, handling, disposal, and transportation of radioactive materials; investigate radiologic incidents and complaints; and respond to radiation emergencies.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	<p>Program Contact: Paula McGehee Staff Analyst Phone: 626-430-5219 Email: pmcgehee@ph.lacounty.gov</p> <p>County Counsel: Margaret Ambrose Senior Deputy County Counsel Phone: 213-974-0941 Email: mambrose@counsel.lacounty.gov</p>



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRES, M.S.P.H.
Chief Deputy Director

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DRAFT



BOARD OF SUPERVISORS

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Kathryn Barger
Fifth District

June 28, 2022

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:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT A STANDARD AGREEMENT AND
DELEGATE AUTHORITY TO ACCEPT FUTURE AGREEMENTS AND/OR AMENDMENTS
FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH TO SUPPORT THE
RADIATION MANAGEMENT PROGRAM FOR THE PERIOD OF
JULY 1, 2022 THROUGH JUNE 30, 2031
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Provide authorization to accept and implement a Standard Agreement and delegate authority to accept future agreements and/or amendments from the California Department of Public Health, to support the continuation of the Radiation Management Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or her designee, to accept and implement a Standard Agreement (SA) Number 22-10327 (Exhibit I) from the California Department of Public Health (CDPH) for the term of July 1, 2022 through June 30, 2025, in the amount of \$12,698,199, consisting of \$4,232,733 for Fiscal Year (FY) 2022-23, \$4,232,733 for FY 2023-24, and \$4,232,733 for FY 2024-25 for a three-year contract period to support the Public Health Environmental Health Division's Radiation Management Program (EHRMP).

2. Delegate authority to the Director of Public Health, or her designee, to accept future SAs and/or amendments from CDPH that are consistent with the requirements of the SA referenced above that extend the term through June 30, 2031, at amounts to be determined by CDPH, estimated not to exceed \$5,300,000 per FY; reflect non-material and/or ministerial revisions to the SA's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the SA through December 31, 2031; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount, subject to review and approval as to form by County Counsel, review by Chief Executive Office (CEO) Risk Management as needed, and notification to your Board and the CEO of significant contractual provisions required by the State that depart from standard Board-approved language, including insurance and indemnification provisions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to accept funds from CDPH to continue to provide technical evaluations of applications for new or renewed radioactive material licenses, inspect radiation facilities, evaluate the use of radiation producing equipment and the storage, handling, disposal, and transportation of radioactive materials, investigate radiologic incidents and complaints and respond to radiation emergencies.

Approval of Recommendation 2 will allow Public Health to accept future SAs and/or amendments that are consistent with the requirements of the forthcoming agreement to extend and/or adjust the term of the award, at amounts to be determined by CDPH; reflect non-material revisions to terms and conditions; rollover unspent funds and/or redirect funds; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount. This recommended action will enable Public Health to accept SAs and/or amendments that adjust the project period up to six months beyond the original term, in those instances where there has been an unanticipated extension of the term 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.

Implementation of Strategic Plan Goals

The recommended actions support Strategy II.3, Make Environmental Sustainability Our Daily Reality, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Public Health will accept forthcoming SAs from CDPH for the term of July 1, 2022 through June 30, 2025 at an amount to be determined by CDPH, estimated not to exceed \$12,698,199. These funds will support Public Health's personnel costs (salaries and

employee benefits), and operating costs associated with the EHRMP. There are no net County costs associated with this request.

Funding is included in Public Health's FY 2022-23 Recommended Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CDPH is responsible for State-wide regulation of ionizing radiation sources. Since 1964, in compliance with State Radiation Control Law (Health and Safety Code, Section 114960, et. seq.), the State has contracted with Los Angeles County to provide technical evaluations of applicants and sites prior to issuance of licenses by CDPH, conduct inspections and investigations, and respond to radiological emergencies as defined in the California Code of Regulations, Title 17, Sections 30100 and 30253.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to accept funds from CDPH to continue to monitor radiation control activities throughout Los Angeles County to protect residents from potentially harmful radioactive materials.

Respectfully submitted,

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

BF:bf
DA#06425

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-10327

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Los Angeles

2. The term of this Agreement is:

START DATE

07/01/2022

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

\$12,698,199.00 Twelve Million Six Hundred Ninety Eight Thousand One Hundred Ninety Nine Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
Exhibit A, Att. I	Definitions of Completed Actions	4
Exhibit B	Budget Detail and Payment Provisions	5
+ Exhibit B, - Att. I	Yearly Budget Sheet	1
+ Exhibit B, - Att. II	Budget - Footnotes	1
+ Exhibit B, - Att. III	Budget - Position Descriptions	1
+ Exhibit D -	Special Terms and Conditions	6
+ Exhibit E -	Additional Provisions	2
+ Exhibit F -	Contractor's Release	1
+ Exhibit G -	Contractor's Equipment Purchased with CDPH Funds	2
+ Exhibit H -	Inventory/Disposition of CDPH-Funded Equipment	2

Items shown with an asterisk(*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

CONTRACTOR BUSINESS ADDRESS

313 N. Figueroa Street, Room 806

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

[Reset Form](#)[Print Form](#)**SCOID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-10327

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

Health and Safety (H&S) Code Section 114960, 114990, 115080(b), 19130(b)(3), et seq. establishes the California Department of Public Health's, Radiologic Health Branch (RHB), as the agency that enforces the Radiation Control Law and further states that it may contract with other state and local agencies to perform technical evaluations of radioactive materials and inspections of facilities with radiation producing machines.

This contract requires the County of Los Angeles to inspect radiation producing machines and evaluate usage and disposal of radioactive materials, perform technical evaluations of license applications, and respond to radiological emergencies in the County of Los Angeles. These activities are necessary to avoid any interruption in services and prevent any potential health and safety risks to California residents.

California Government Code 19130 (b)(2) - the contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

2. Service Location

The services shall be performed at medical, dental and veterinary facilities; courthouses; prisons; universities; trade schools; manufacturing operations of both food and non-food products; analyzers and various other field radiography operations for industrial sites, such as those who check welds and other workplace production imaging; and other applicable facilities within Los Angeles county.

3. Service Hours

The services shall be performed during the County of Los Angeles working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Services shall also be performed when required outside normal working hours to respond and investigate accidents or incidents involving exposure to ionizing radiation or in special circumstances involving inspection activities that cannot be conducted during normal working hours.

Exhibit A
Scope of Work

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	County of Los Angeles
Lisa Russell, Chief Inspection, Compliance & Enforcement Section - Radiation Machines Telephone: (916) 440-7925 Fax: (916) 341-7200 E-mail: Lisa.Russell@cdph.ca.gov John Fassell, Chief Inspection, Compliance & Enforcement Section - Radioactive Materials Telephone: (916) 445-2196 Fax: (916) 341-7103 E-mail: John.Fassell@cdph.ca.gov	Jeff Day, Director Los Angeles County Public Health Telephone: (213) 351-7897 Fax: (213) 351-2718 E-mail: jsday@ph.lacounty.gov

B. Direct all inquiries to:

California Department of Public Health	County of Los Angeles
Mandolin Schwartz, Analyst Radiologic Health Branch 1500 Capitol Avenue, Suite 520, MS 7610 Sacramento, CA 95814 Telephone: (916) 440-7961 Fax: (916) 636-6077 E-mail: mandolin.schwartz@cdph.ca.gov	Jeff Day, Director Los Angeles County Public Health 3530 Wilshire Blvd., 9 th Floor Los Angeles, CA 90010 Telephone: (213) 351-7897 Fax: (213) 351-2718 E-mail: jsday@ph.lacounty.gov

C. All payments from CDPH to the Contractor shall be sent to the following address:

Remittance Address
Los Angeles County Treasurer PO Box 1859 Sacramento, CA 95812

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

A. Inspect/investigate all registrants and radioactive materials licensees as defined in the California Code of Regulations (CCR), Title 17, Section 30100, except:

- 1) Federal agencies and others over which the U.S. Nuclear Regulatory Commission (NRC) retains jurisdiction.

Exhibit A
Scope of Work

- 2) For Radioactive Materials Inspections at California state agencies, including California State universities and colleges.
 - 3) Others as may be determined by mutual written agreement between the State and the Contractor.
- B. Provide assistance to CDPH, RHB in the technical evaluations of applications for license issuance, amendment, or renewal under the Radiation Control Law (RCL), H&S Code, Section 114960 et. seq., when and as requested by the State, in accordance with standards specified by the State, and make recommendations to the State thereon.
- C. Inspect registrants in accordance with criteria and procedures specified by the State; utilizing forms supplied or approved by the State. Inspections must be conducted in accordance with the policies and procedures contained in the State X-ray Inspection Manual. Reports of findings must be submitted to the registrant within 30 calendar days of any inspection or investigation.
- D. Conduct inspections of radioactive materials licensees for compliance with regulations and license conditions under the RCL, and in accordance with schedules and criteria specified by the State, utilizing the uniform inspection format and/or forms approved by the State and in accordance with the State Radioactive Materials Inspection Manual.
- E. Conduct investigations of complaints against licensees and registrants under the RCL, as required by the State.
- F. Investigate accidents and incidents involving radiation, as defined in CCR, Title 17, section 30253, referencing 10 CFR 20.2201, 20.2202, 20.2203, and 20.2204, or as requested by the State.
- G. Transmit in the manner requested by the State, copies of all routine and special inspection and investigation reports, and any other documents or information or substance relating to a licensee or registrant under the RCL. The Contractor shall submit progress and activity reports on forms supplied or approved by the State within 10 working days of the end of each month.
- H. Radioactive Materials (RAM) investigations and RAM terminated license files are to be scanned and shredded.

6. Contractor Agrees to the Following

- A. Use contract funds only for authorized contract purposes and activities. If minimum contract inspection numbers are met prior to the end of the contract period, the Contractor may either reassign resources and discontinue to invoice for those resources, or continue to conduct inspections and/or investigations for the remainder of the contract period. The RCL requires that fees collected from radiation producing machine registrations and radioactive materials licensing are to be used only for licensee and registrant regulation and inspection purposes.
- B. Apply the following procedures whenever noncompliance with the State RCL or Radiation Control Regulations is noted with regard to radioactive materials and radiation producing machines:
- 1) Follow those enforcement policies and utilize those enforcement procedures established by the State governing the use, storage, handling, disposal, and transportation of radioactive

Exhibit A
Scope of Work

materials, and the use of radiation producing facilities.

- 2) When compliance is not achieved through the established enforcement procedures, refer to the State all relevant facts and data, for such action as the State may deem necessary.
 - 3) Whenever a licensee or registrant's actions are not in accord with matters of good practice not specifically covered by law, regulations, or license, the Contractor shall utilize educational and persuasive means to gain conformity, to the extent resources permit.
- C. Grant access to the State, upon request, to inspect any records or other documents relating to either the program covered by this contract or the funds obtained from the State for participating in the program.
- D. Permit authorized representatives of the State to review radiation control programs and activities as are necessary to ensure that required state standards are sustained.
- E. Assign to the program sufficient number of personnel to perform the work of this contract, and assign only persons (other than clerical) who meet minimum current qualifications specified in State examination announcements for comparable positions, as specified by the State; and immediately notify the State of any changes in personnel assigned to the program. Before the county offers a position to a prospective new employee, the County must provide the State with the name and qualifications at least three days prior to offering a position.
- 1) The Contractor shall make every effort to ensure that budgeted positions are filled and maintain adequate staffing to complete all workload expectations under this contract.
 - 2) In the event the Contractor does not have sufficient staff at any given time, it shall make every effort to recruit, hire, and train qualified persons. The Contractor will keep the State informed of anticipated vacancies and/or staffing shortages or extraordinary training needs that have a potential for a reduction of productivity. Contractor shall report the status of recruitment efforts in monthly reports.
 - 3) Within three days upon the State notifying the Contractor that a Contract employee's work for the State is unsatisfactory, or that there have been complaints or allegations regarding unacceptable behavior or conduct, the Contractor shall investigate the alleged unsatisfactory work/performance and/or behavior/conduct. Contractor must provide the State with a report of its findings and, if appropriate, corrective actions and/or a plan for improvement. If a solution satisfactory to the State is not received within 45 days following notification to the Contractor, the State may withhold any payments equal to that employee's wages and other benefits and costs for that employee's employment until such time as the State and the Contractor mutually agree upon a satisfactory solution to the problems.
- F. Be responsible for providing new personnel with orientation and broad on-the-job training in all established policies, practices, procedures, and techniques, in connection with his/her duties. The State may provide initial indoctrination and didactic training.
- G. Adhere to all inspection methods, procedures and equipment requirements that are prescribed by the State.
- H. Adhere to the current State policy on Quality Assurance Reviews, with particular regard to:
- 1) Annual Supervisory accompaniments of inspectors by Contractor supervisor.

Exhibit A
Scope of Work

- 2) Supervisory review of inspection documentation sent to licensees and registrants.
 - 3) Participate in joint inspections by teams of specialists from different regions of inspection agencies, as requested by the State and subject to Contractor workloads.
 - 4) Review of Radioactive Materials inspection reports and X-ray survey reports by supervisors or peer reviewers.
 - 5) Quality assurance follow-ups by Contractor and State supervisors.
 - 6) Audits of training, communication, tracking systems and status of investigations by Contractor and State personnel.
- I. Provide supervision of X-ray and radioactive materials inspection personnel to ensure:
- 1) Quality assurance of procedures used to conduct machine and radioactive materials inspections.
 - 2) Efficient and cost effective scheduling of inspection workload.
 - 3) Evaluation of inspector performance and performance counseling.
 - 4) Review and approval of X-ray and radioactive materials inspection reports and correspondence, and invoices for payment accuracy.
- J. Attend RHB annual X-ray and semi-annual radioactive materials inspector meetings, and other technical and management meetings as may be specified by the State. The meetings may be located in Sacramento or other designated area. Airfare, rental car and per diem are eligible program expenses any time these meetings are held 50 miles or more from the County of Los Angeles headquarters or employees home. The County Project Representative or designee must attend each meeting.
- K. The State requires radiation measurement instruments to be calibrated annually and after radiation measurement instruments have been repaired. Calibration and repairs must be in accordance with an acceptable, uniform calibration protocol.
- L. Secure prior written approval for out-of-state travel and out-of-county travel associated with training, by either the Chief of RHB or designee. Failure to secure approval prior to the travel may result in denial of reimbursement. Airline and training course expenses must be specifically itemized in invoices submitted to the State. Travel expense claims for training courses shall be submitted to RHB with the associated invoice.
- M. Secure prior written approval for purchases of all equipment. Request for approval shall be submitted to the RHB Project Representative. Approval shall be in writing by the Chief of RHB or designee. Failure to secure prior approval may result in denial of reimbursement. All equipment expenses must be specifically itemized in invoices submitted to the State.
- N. Secure necessary cell phones for the County Project Representative and all inspection staff.
- O. Demonstrate compliance with H&S Code, section 114960 et. seq., governing the frequency of inspection of X-ray facilities and radioactive materials licensees, subject to the limitations set

Exhibit A
Scope of Work

forth in Exhibit A, Section 5.

- P. The Contractor shall comply with the standards set forth in the “Definitions of Completed Actions” (Exhibit A, Attachment I). For purposes of this contract, the term “completed action” shall be construed to mean any and all inspections, investigations, evaluations, and other actions conducted by the Contractor under the terms of this agreement. Actions submitted to the State and returned to the Contractor as deficient are not considered completed until corrections have been accomplished.
- Q. Use the Workload Objectives identified in subparagraphs 1 and 2, as performance standards for directing the authorized staff in meeting anticipated workloads. Use Performance Goals identified in subparagraphs 3 and 4 below, rather than standards.

The Contractor’s anticipated minimum annual workload is as follows:

Radiation Facilities	22/23	23/24	24/25
Hospital Inspections (Team Leader)	14	14	14
Priority 1 and 2 and Portable Providers Inspections	892	892	892
Dental Inspections	210	210	210
X-Ray Investigations	54	54	54
Administrative Verification Actions	290	290	290
CMS Compliance Inspections	5	5	5
Mammography Inspections	200	200	200
TOTAL	1,665	1,665	1,665

Radioactive Materials	22/23	23/24	24/25
Radioactive Materials Inspections/Investigations and Increased Controls	274	274	274
TOTAL	274	274	274

Workload Objectives

- 1) Performance Standards, Per Person, Per Year, for purposes of the contract are:

Types of Inspections	22/23	23/24	24/25
Priority 1, 2, Portable Providers, Dental, & X-Ray Investigations	179	179	179
Mammography	111	111	111
Radioactive Materials Inspections/Investigations and Increased Controls	91	91	91

NOTE: Radiation Facilities and Radioactive Materials performance standards may be adjusted for staffing availability, extraordinary training activities, and time spent on escalated enforcement actions, as deemed appropriate by the State.

- 2) All MQSA facilities must be inspected annually, in accordance with the Food and Drug Administration specified contract year. In addition, all mammography facilities not subject to MQSA, shall be inspected annually.

Performance Goals

Exhibit A
Scope of Work

- 3) Workload Performance Standards for radioactive material inspections should not exceed the Nuclear Regulatory Commission/State specified frequencies by more than 25 percent, except that 5 percent of routine inspections can exceed the 25 percent criteria as long as they do not exceed the specified frequencies by more than 50 percent, unless approved otherwise by the State.
 - 4) Workload Performance Standards shall total number of facilities inspected as shown in Exhibit A, Section Q, should approximate the ratio of such registered facilities in the contracted area.
- R. Contractor shall provide monthly workload reports in accordance with criteria and procedures specified by the State, utilizing forms supplied or approved by the State.
- S. Contractor shall supply the following:

1) Staff Time

Include the total number of hours each individual staff member performed State work each month. Each staff member shall maintain a daily log of work performed. This log shall be submitted monthly with current workload summary reports as prescribed by the CDPH.

2) Travel

A copy of all claims for charges to be reimbursed under contract shall be submitted not later than with the invoice for the following month after the travel has been completed.

3) Training

Expenses shall be billed not less than quarterly.

All requests for reimbursement of funds for staff time, travel, and training, must include an explanation of the actual nature of the costs incurred and receipts as appropriate.

If end of year invoice demonstrates a substantially higher cost than the month invoicing would forecast, it must be accompanied by explanatory document.

Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

7. CDPH Responsibilities

- A. Secure an electronic mail (e-mail) account and maintain the account so as to provide electronic communications with RHB headquarters.
- B. Receive all license applications, registrations, and fees; and issue under the RCL, all licenses and license amendments or renewals. The State shall also issue operator certificates for use of X-ray and nuclear medicine diagnostic and therapeutic equipment.
- C. Timely transmit to the Contractor available information, in the form of listings or copies of applicable registrations, license applications, licenses, and license amendments under the RCL, and any other pertinent information.

Exhibit A
Scope of Work

- D. Establish workload to be accomplished under the contract; specify criteria and procedures and provide forms for pre-licensing evaluations, inspections, and investigations, all with respect to licensed and registered radiation sources.
- E. Have the option to provide initial didactic training required for new Contractor personnel and periodic training, as necessary, for experienced Contractor personnel. When the number of new, untrained employees available statewide for didactic training is less than four persons, the State may delay didactic training until such time as sufficient eligible persons are available.
- F. Provide technical advice and assistance to the Contractor, as required.
- G. Monitor the Contractor to the extent necessary to sustain required standards.
- H. Conduct quarterly reviews with Contractor to assess workload progress and contract compliance.
- I. Provide Contractor with monthly, written status reports of the total actions performed for the contract year to date, including ratios of types of facilities inspected.
- J. Provide timely updated information biannually of all licensees and registrants in the Contractor's jurisdiction.

EXHIBIT A – ATTACHMENT I
Definitions of Completed Actions

1. Quality

Regarding all completed actions, acceptance by the State of any report of action or group of reports of actions submitted shall depend on the following standards of quality.

- A. The overall quality of the actions performed by the Contractor shall be in accordance with criteria and procedures specified by the State.
- B. The quality of all inspection actions shall be measured, where possible, in terms of the reduction in unnecessary radiation exposure to people as a result of the action.
- C. The overall average numbers and types of inspection and investigation findings (non-compliance and recommendations) found per inspection action by the Contractor during the period of this contract shall be equivalent to the overall average numbers and types of inspection and investigation findings found by the State during the same period.
- D. The State retains the right to revisit sites of Contractor's investigations or inspections to assess the quality of work performed.

2. Radiation Machine Inspections

A completed action consists of:

- A. The examination of a registrant's X-ray machine and practices as they relate to compliance with the California Radiation Control Regulations and with recognized standards of good practice. Other elements of a routine inspection include:
 - 1) Inspection scheduling and appointment activities.
 - 2) Actual inspection of the X-ray machine registrant's compliance with State laws and regulations regarding the possession, use, and performance of sources of radiation using State inspection procedures and forms.
 - 3) Discussion of findings with user and his/her technologist.
 - 4) Report writing.
 - 5) Prompt follow-up activities (i.e., follow-up letters, phone calls, and follow-up visits).
 - 6) Where non-compliance has been found, one copy of the instrument of enforcement, Inspection Findings and Acknowledgement (Form RHB 8385 11/12), or a requirement letter with associated Notice of Violation (Form RH 1019), must be co-signed by the contract supervisor before it is mailed to the registrant; where non-compliance has not been found, one copy of the instrument of enforcement, Inspection Findings and Acknowledgement (Form RHB 8385 11/12), or a closeout letter must be provided to the registrant.
 - 7) Where a requirement letter with notice of violation has been sent, one copy of the registrant's response and of the agency's acknowledgment.

EXHIBIT A – ATTACHMENT I
Definitions of Completed Actions

- 8) Completion of the Closeout form in accordance with policies and procedures as established by the State.
- B. The timely preparation and transmittal to the State of an acceptable inspection report package consisting of the following elements:
 - 1) Completed and appropriate inspection forms.
 - 2) One copy of the completed inspection report.
 - 3) A copy of the inspector's field notes, as specified by the State. These may include all surveying equipment readings and calibrations needed to evaluate compliance with regulations on such factors as Half-Value Layer (HVL), collimation, primary beam and stray radiation levels, congruence, and timer performance.
 - 4) Where non-compliance has been found, documentation that the necessary follow-up action was completed.
 - 5) The completed closing memo (original).
 - 6) Other documents as identified in the X-ray Inspection Manual or other formal documents.

3. Portable X-Ray Service Provider Inspections

A complete action consists of:

- A. The examination of a registrant's x-ray machine and practices as they relate to compliance with the California Radiation Control Regulations and with recognized standards of good practice. Other elements of a routine inspection include:
 - 1) A radiation machine inspection as detailed in section 2.A.
 - 2) Review of provider documentation necessary to complete the forms in section 2.B. to include referral for services and preservation of records.
- B. The timely preparation and transmittal to the State of an acceptable inspection report package consisting of the following elements:
 - 1) Completed and appropriate inspection documents specified in Section 2.B.
 - 2) One copy of the completed Form CMS-1880, Request for Certification as Supplier of Portable X-Ray Services under the Medicare/Medicaid Program, Form CMS-1882, Portable X-Ray Survey Report, Form CMS-670, Survey Team Composition and Workload Report, Form CMS-1539, Medicare/Medicaid Certification and Transmittal.
 - 3) One copy of the Form CMS 855B, Medicare Enrollment Application, for inspections performed for initial CMS certification.

EXHIBIT A – ATTACHMENT I
Definitions of Completed Actions

- 4) Where non-compliance has been found, one copy of the completed Form CMS-2567, Statement of Deficiencies and Plan of Corrective Action.

4. Radioactive Materials Inspection

A completed action consists of:

- A. The examination of a licensee's use of radioactive materials as it relates to compliance with the California Radiation Control Regulations, with the conditions specified in the license and in any amendments, thereto, and with recognized standards of good practice.
- B. The timely preparation and transmittal to the State of an acceptable inspection report package consisting of the following elements:
 - 1) One scanned copy of the compliance inspection code sheet (Form CIC).
 - 2) One copy of the inspection report, presented as either an indexed narrative or in an outline format, which is acceptable to the State.
 - 3) Where non-compliance has been found, one copy of the instrument of enforcement, being either the Form RH 2514, or a requirement letter with associated notice of violation (Form RH 1019 must be co-signed by the contract supervisor before it is mailed to the registrant); where non-compliance has not been found, one copy of either Form RH 2514 or a close-out letter.
 - 4) Where a requirement letter with notice of violation has been sent, one copy of the licensee's response and the agency's acknowledgment.
 - 5) Where a licensee's initial response is inadequate, one copy of all further enforcement correspondence.
 - 6) Other documents as identified in the RAM Inspection Manual.

5. Radioactive Materials Pre-Licensing Evaluation

A completed action consists of:

- A. The technical evaluation of an application for a radioactive materials license or license amendment to determine whether its approval by the State would be consistent with the California Radiation Control Regulations and with recognized standards of good practice; and
- B. The timely preparation and transmittal to the State on Form RH 0403 or other equivalent format acceptable to the State of the evaluation including the following elements:
 - 1) A statement as to whether the evaluation was made on the basis of the agency's existing knowledge about the applicant, new information elicited from the applicant by telephone, or a visit to the applicant's facility.
 - 2) A concluding statement as to whether the license or license amendment should be:

EXHIBIT A – ATTACHMENT I
Definitions of Completed Actions

- a) Issued as requested by the applicant;
 - b) Issued subject to certain requirements;
 - c) Issued with specified limitations; or
 - d) Not issued.
- 3) A specification of any requirements or limitations, which should be placed upon the authorization if it is to be granted.

6. Investigations of Radiation Incidents

- A. A completed action shall consist of the investigation report of the circumstances of a radiation accident, as specified in the X-ray or RAM Inspection Manual as applicable.
- B. Time criteria for initiating and closing investigations shall be as specified in the X-ray or RAM Inspection Manual, as applicable. However, notwithstanding any other provisions in this Agreement or the Inspection Manuals, Contractor shall close all investigations within 120 days of initiation. If Contractor cannot close an investigation within 120 days of initiation, Contractor must forward a written request for approval to the Radiologic Health Branch (RHB) to extend the investigation time. In the event that Contractor does not obtain such prior written authorization, RHB shall have the right to withhold all approval and invoice payments to the Contractor.

7. Special Actions

- A. Each action performed by the Contractor under the contract, which requires special or non-routine forms, or procedures, will count as a Fraction (**F**) of a routine action in accordance with the following:

F = **S** divided by **R**; where

F = Fraction of routine action

S = Total man-hours to perform and complete a special action

R = Total man-hours to perform and complete an average routine inspection

- B. The State and the Contractor shall agree on the values of **F**, **S** and **R** for all classes of actions prior to the Contractor performing any special actions.
- C. In the event that the State and the Contractor are unable to agree on the value of **F** for any special action, the State may conduct that special action instead of the Contractor.

EXHIBIT B
Yearly Budget
07/01/2022 through 06/30/2025

PERSONNEL SERVICE COSTS	Number of Positions	Monthly Salary	Annual Salary	Annual Salary X Positions
Permanent Staff Salaries				
Supervising Health Physicist*	1	\$11,202	\$134,424	\$134,424
Senior Health Physicist*	2	\$10,058	\$120,696	\$241,392
Associate Health Physicist*	11	\$9,129	\$109,548	\$1,205,028
Assistant Health Physicist*	2	\$7,627	\$91,524	\$183,048
Management Services Technician*	2	\$4,428	\$53,136	\$106,272
Total	18			\$1,870,164
Staff Benefits^{1**}	55.337%			\$1,034,893
Student Assistant ²	1		\$13,500	\$13,500
*See attachment V for position descriptions. **Staff benefits do not include student assistant salary. Staff benefits are calculated at 55.337% of salaries to include retirement [misc. employees], OASDI, dental insurance, health insurance, workers compensation, industrial disability leave, non-industrial disability leave, unemployment insurance, other staff benefits, benefit life, vision care and medicare tax. MST receives \$260 per month to assist with affordable and access to healthcare.				
TOTAL				\$ 2,918,557

OTHER DIRECT COSTS^{3/4}	Per PY***	Total per PY***
Based on standard state PY costs; examples of expenses related to contract included.		
General Expense	Office supplies, minor equipment, office equipment repair/maintenance, dues, library and printing.	\$4,000
Communications	Office phones, cell phones; electronic email account.	\$2,000
Travel (light travel) ⁵	Vehicle mileage for inspections; travel costs to attend technical meetings/training.	\$3,000
Training ⁶	Technical and other job-related training.	\$1,000
Training (MQSA)	MQSA Inspector Training	n/a
Facilities Operations ⁷	Rent, building maintenance, utilities.	\$11,000
Equipment ⁸	Purchase and maintenance/calibration of radiation measurement instruments.	\$1,000
TOTAL	\$22,000	\$411,575

INDIRECT COSTS³	
Distributed Overhead at 31.07% on total Personal Service costs (minus Student Assistant) ⁹	\$902,601
TOTAL	\$ 902,601

GRAND TOTAL	\$ 4,232,733
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See Attachment III for Footnotes

***Person Year

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget specified in Attachment I of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted monthly in arrears via email to:

mandolin.schwartz@cdph.ca.gov

Mandolin Schwartz, Analyst
California Department of Public Health
Radiologic Health Branch
1500 Capitol Ave., Suite 520, MS 7610
Sacramento, CA 95814

D. Invoice shall:

- 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
- 2) Invoices must be submitted to CDPH electronically to mandolin.schwartz@cdph.ca.gov.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

a. Communication

Receipts for reimbursable communication expenses shall be submitted with the appropriate monthly invoice.

Exhibit B
Budget Detail and Payment Provisions

b. Equipment

Receipts for all equipment purchased with CDPH funds shall be submitted upon receipt of the equipment by the contractor with the invoice for the following month after the equipment has been received.

c. Facility Operations Expense

Reimbursable facility operations expenses shall be billed not less than quarterly.

d. Vehicles

Maintenance and repairs are reimbursable expenses. Receipts shall be submitted by the contractor with the invoice the following month after maintenance or repairs have been completed.

E. Amounts Payable

The amounts payable under this agreement shall not exceed \$12,698,199.00.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a

Exhibit B
Budget Detail and Payment Provisions

later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "Contractor's Release (Exhibit F)".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures.
- E. CDPH shall pay the Contractor for employee salaries and benefits at the rate reflected and set forth in Exhibit B, Attachment I.
- F. Each employee salary shall not exceed amount listed for the Salary Range as shown on Exhibit B, Attachment I, including bonus pay.

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;

Exhibit B
Budget Detail and Payment Provisions

- 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

8. Fringe Benefits

- A. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- B. As used herein, fringe benefits do not include:
 - 1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

Exhibit B
Budget Detail and Payment Provisions

- 2) Director's and executive committee member's fees.
- 3) Incentive awards and/or bonus pay.
- 4) Allowances for off-site pay.
- 5) Location allowances.
- 6) Hardship pay.
- 7) Cost-of-Living differentials

C. Specific allowable fringe benefits include:

- 1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

D. To be an allowable fringe benefit, the cost must meet the following criteria:

- 1) Be necessary and reasonable for the performance of the Agreement.
- 2) Be determined in accordance with generally accepted accounting principles.
- 3) Be consistent with policies that apply uniformly to all activities of the Contractor.

E. Contractor agrees that all fringe benefits shall be at actual cost.

EXHIBIT B

Footnotes

1. Fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary. Fringe benefits do not include: compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training; director's and executive committee member's fees; incentive awards and/or bonus pay; allowances for off-site pay; location allowances; hardship pay; cost-of-living differentials. Specific allowable fringe benefits include: fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements. To be an allowable fringe benefit, the cost must meet the following criteria: be necessary and reasonable for the performance of the Agreement; be determined in accordance with generally accepted accounting principles; be consistent with policies that apply uniformly to all activities of the Contractor. Contractor agrees that all fringe benefits shall be at actual cost.
2. Student Assistant costs are allowed up to a maximum of \$13,500 per fiscal year.
3. Other Direct and Indirect costs are based on Health and Safety Code, Section 115080(b), local agencies participating in a contract shall be fully reimbursed for any salaries, benefits and indirect costs not to exceed comparable costs of the department. The indirect cost rate established is comparable to departmental indirect rates and is applied to total Personal Service Costs. Indirect costs include general departmental overhead costs for administrative support, legal services, information technology support and communications.
4. Other Direct Costs line item shifts are allowed with approval from the Radiologic Health Branch. Unused balances may not be transferred from one Budget Year to another.
5. Travel (Light Travel) costs are based on standard costs of the department. It is at the contractor's discretion as to when, where and how travel will be conducted for investigations, inspections and training. Travel not included for Management Services Technician position. Please see Exhibit B.5.D. Transportation travel costs must be preapproved by CDPH, RHB, when Contractor staff are to attend mandatory management review and enforcement meetings.
6. Training costs are based on standard costs of the department. The contractor is responsible for providing their personnel with training in all established policies, practices, procedures and techniques in connection with employee's duties.
7. Facility Operations costs are based on standard costs of the department. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement.
8. Equipment costs are based on standard costs of the department. The contractor is required to adhere to equipment requirements that are prescribed by the state and secure prior written approval for purchases of equipment.
9. The higher Indirect Cost Rate (ICR) is due to the cost of living in the county of Los Angeles. The California Department of Public Health's ICR was not providing adequate compensation.

EXHIBIT B
Position Descriptions

Listed below are the standard positions that the California Department of Public Health's (CDPH), Radiologic Health Branch (RHB), utilize for the state's radiation control program. While the County of Los Angeles (LA) has different classifications, the duties are comparable.

Supervising Health Physicist (County of LA comparable is Head, Radiation Management): This position is responsible for oversight of the county's radiation inspection program. During emergencies involving radioactive materials, this position assures that appropriate resources are assigned to respond and supervises staff to ensure response activities are consistent with and follow established procedures.

Senior Health Physicist (County of LA comparable is Principal Radiation Protection Specialist): This position plans, organizes, coordinates, and directs a major effort for the regulation and control of machine generated ionizing radiation, provides high-level consultations, arranges for training in health physics to county radiation control specialists and supervises the work of assigned personnel.

Associate Health Physicist (County of LA comparable is Senior Radiation Protection Specialist): Under the general direction of the Principal Radiation Protection Specialist this position provides technical and administrative quality control and quality assurance throughout the X-ray machine inspection program. The incumbent must have a comprehensive knowledge of the principles of health physics, inspection protocols, training techniques, radiation control standards, and regulations.

Assistant Health Physicist (County of LA comparable is Radiation Protection Specialist): Under the direct supervision of the Principal Radiation Protection Specialist this position works as an apprentice and has a working level knowledge of the principles of health physics, radiation control standards, and regulations and inspection protocols for radiation machine registrants.

Management Services Technician (County of LA comparable is Secretary II or Sr. Typist Clerk): This position performs a variety of analytical tasks of less complexity necessary to carry out the functions of the administrative support duties for the county's radiation inspection program.

Student Assistant (County of LA comparable is Student Assistant/Temporary Staff): This position performs a variety of clerical tasks of less complexity necessary to carry out the functions of the administrative support duties for the county's radiation inspection program.

Exhibit D
Special Terms and Conditions

1. Cancellation

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement cancellation or termination shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of cancellation or termination, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

2. Intellectual Property Rights

A. Ownership

- 1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- 3) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

Exhibit D
Special Terms and Conditions

- 4) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- 5) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- 6) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- 2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for

Exhibit D
Special Terms and Conditions

Contractor shall be deemed a “work made for hire” under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- 2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH’s notice of copyright, which shall read in 3mm or larger typeface: “© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement’s scope of work, Contractor hereby grants to CDPH a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement’s scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH’s prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor’s or third-party’s Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor’s performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

F. Warranties

- 1) Contractor represents and warrants that:
 - a. It is free to enter into and fully perform this Agreement.
 - b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - c. Neither Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

Exhibit D
Special Terms and Conditions

- d. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - h. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- 2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

G. Intellectual Property Indemnity

- 1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement

Exhibit D
Special Terms and Conditions

or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- 3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

H. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

I. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

3. Confidentiality of Information

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- C. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- F. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

Exhibit D
Special Terms and Conditions

4. Dispute Resolution Process

A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

- A. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- B. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- C. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- D. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

EXHIBIT E
Additional Provisions

1. General Provisions

- A. It is the mutual intent of both parties that the number of inspections completed shall be consistent with the number of inspections required by Health and Safety Code, Section 115070, and authorized funding levels.
- B. Notwithstanding any other provisions of this contract, it is recognized that the projected workload objectives set forth may be subject to adjustment due to factors beyond the control and without the fault or negligence of the Contractor. Any adjustment of actions assigned to the Contractor shall be preceded by written agreement between the State and Contractor on the conditions of such adjustment.
- C. Notwithstanding any other provisions of this contract, the Contractor may utilize allowable costs in Exhibit B to perform work at the specific request of the State, provided such work falls within the scope of this contract, and authority to conduct the work is confirmed in writing by the State. It is not the intent of this provision to cover routine anticipated work assignments, but rather to apply to unanticipated unusual occurrences requiring the expertise of professional staff. Such special work assignments shall be considered part of the total projected workload for the given fiscal year, as shown in Exhibit A, Scope of Work.
- D. All Routine overtime shall be authorized prior to performing work, however, responding to emergencies after hours is allowed provided authorized California Department of Public Health (CDPH) representatives are notified the next working day.
- E. Final documentation of work products will be scanned and provided electronically to CDPH in a means specified by CDPH.
- F. If non-contracted county staff are used on a one-time basis, the contractor may bill the state for the time and training for such work, not to exceed the total allocated funds for the fiscal year. Non-contracted county staff do not earn/accrue vacation, sick leave or holiday credits.

2. Termination

CDPH reserves the right to terminate this agreement upon 30-days written notice.

3. Freeze Exemptions

- A. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

EXHIBIT E
Additional Provisions

4. Additional Incorporated Documents

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

1. **"INSPECTION FINDINGS AND ACKNOWLEDGEMENT"**
RHB_8385_ShortForm-Rev12-11 or most current.
2. **"NOTICE OF VIOLATION"**
NOV RHB_1019_5-2013 or most current.
3. **"THE X-RAY INSPECTION MANUAL"**
RHB_X-ray_Inspection_Manual.
4. **"INQUIRY / INFORMATION - RADIOACTIVE MATERIALS LICENSING/COMPLIANCE"**
RHB 0403

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 22-10327 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Los Angeles

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Exhibit G

Current Contract Number: 22-10327

Previous Contract Number (if applicable): 20-10194

Contractor's Name: County of Los Angeles

Contractor's Complete Address: 313 N. Figueroa Street
Los Angeles, CA 90012

Contractor's Contact Person: Jeffrey Day

Contract's Telephone Number: 213-351-7387

Date Current Contract Expires: 6/30/22

CDPH Program Name: Radiologic Health Branch

CDPH Program Contract Manager: Mandolin Schwartz

CDPH Program Address: 1500 Capitol Avenue, MS 7610, Sacramento, CA 95814

CDPH Program Contract Manager's Telephone Number: 916-440-7961

Date of this Report: 04/05/2022

(THIS IS NOT A BUDGET FORM)							
STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL PROGRAM USE ONLY
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INSTRUCTIONS FOR CDPH 1203

(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Public Health Administrative Manual (PHAM)*, Section 1-1030 and Section 1-1070.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

A. Major Equipment:

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/ CDPH property tags.

B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH.

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services.

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 341-6168.

7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

Exhibit H

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 22-10327

Previous Contract Number (if applicable): 20-10194

Contractor's Name: County of Los Angeles

Date Current Contract Expires: 6/30/22

CDPH Program Name: Radiologic Health Branch

CDPH Program Contract Manager: Mandolin Schwartz

CDPH Program Address: 1500 Capitol Avenue, MS 7610, Sacramento, CA 95814

Contractor's Complete Address: 313 N. Figueroa Street
Los Angeles, CA 90012

Contractor's Contact Person: Jeffrey Day

Contract's Telephone Number: 213-351-7387

CDPH Program Contract Manager's Telephone Number: 916-440-7961

Date of this Report:

(THIS IS NOT A BUDGET FORM)

STATE/CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL— PROGRAM USE ONLY
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INSTRUCTIONS FOR CDPH 1204

(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to: (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Public Health Administrative Manual (PHAM)*, Section 1-1000 and Section 3-1320.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See PHAM, Section 1-1020.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See PHAM, Section 1-1050.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See PHAM, Section 17-4000.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 341-6168.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	6/28/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Health Services	
SUBJECT	APPROVAL OF AMENDMENT TO THE AFFILIATION AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA TO ADJUST THE LEVEL OF PHYSICIAN SERVICES, TRAINING PROGRAMS, AND FUNDING	
PROGRAM	Physician Training and Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: UCLA is the County's affiliated medical school approved by the Board and accreditation agencies to train physicians at Harbor- UCLA and Olive-View Medical Center and provide clinical care.	
DEADLINES/ TIME CONSTRAINTS	Effective Date July 1, 2022	
COST & FUNDING	Total cost: \$41,815,000	Funding source: DHS' FY 2022-23 Budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	To adjust the level of physician services, training programs and funding thereof to meet the clinical needs of Harbor-UCLA and Olive View-UCLA Medical Centers, and to request delegated authorities to execute future amendments under certain constraints.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County's affiliation agreement with UCLA enables residents and post-graduate physicians to receive clinical training in their respective medical fields, and provides primary and specialty care to DHS patients at H-UCLA MC and OV-UCLA MC, including affiliated DHS clinics.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Hal Yee, Chief Deputy Director, (213) 240-7989	

June 28, 2022

DRAFT
DHS Letterhead

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

Dear Supervisors:

**APPROVAL OF AMENDMENT TO THE AFFILIATION AGREEMENT WITH THE
REGENTS OF THE UNIVERSITY OF CALIFORNIA TO ADJUST THE LEVEL OF
PHYSICIAN SERVICES, TRAINING PROGRAMS, AND FUNDING
(1st, 2nd AND 5th SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request for the Board of Supervisors to make a finding that contracting for the provision of physician services can be performed more feasibly by an outside contractor; approval to amend the Affiliation Agreement with the Regents of the University of California to increase specified patient care services, adjust the number of residents enrolled in various physician training programs for Fiscal Year 2022-23, and increase the annual maximum obligation of the Agreement by \$1,993,500.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding as required by Los Angeles County Code section 2.121.420 that contracting for the provision of physician services (trainee and subspecialty non-trainee) at Harbor-UCLA Medical Center (H-UCLA MC) and Olive View-UCLA Medical Center (OV-UCLA MC), as described herein, can be performed more feasibly by contracting with the outside contractor.
2. Approve and instruct the Chair of the Board of Supervisors to execute Amendment No. 18 (Amendment) to the Affiliation Agreement No.76850 (Agreement) with the Regents of the University of California, on behalf of its Los Angeles Campus and School of Medicine (University), for the provision of physician medical education and patient care services at H-UCLA MC and OV-UCLA MC, effective upon Board approval, to: a) increase patient care services; b) adjust the number and compensation of County housestaff enrolled in various County and University physician-training programs at H-UCLA MC and OV-UCLA MC; and c) increase the maximum obligation accordingly from \$39,821,500 to \$41,815,000 for the period July 1, 2022 through June 30, 2023.

3. Delegate authority to the Director of Health Services (Director), or designee, to execute future amendments to increase the base maximum annual obligation up to one percent (1 %) annually based on clinical and operational needs, separate from any increases in housestaff salaries, subject to review and approval by County Counsel, with notice to the County's Board of Supervisors (Board) and the Chief Executive Office (CEO).
4. Delegate authority to the Director or designee, to execute future amendments, as follows: (a) add, delete, and/or change certain terms and conditions as required by federal or State law or regulation, accreditation requirements and standards, County policy, the Board, and/or the CEO; (b) revise contract language to improve or update clinical or administrative operations within the Agreement's scope of services; (c) adjust purchased services and/or fixed/variable costs (excluding housestaff salaries which are addressed below), provided that such adjustment is based on current service needs at H-UCLA MC and/or OV-UCLA MC, with no increase to the maximum annual obligation; and (d) adjust the variable costs for future increases in housestaff salary up to five percent per year that the University may grant their housestaff at H-UCLA MC and OV-UCLA MC, and increase the maximum obligation under the Agreement accordingly, subject to review and approval by County Counsel, and with notice to the Board and the CEO for amendments involving the use of delegated authority "(d)".

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

Approval of the first recommendation continues prior Board findings that contracting for the provision of physician services (trainee and non-trainee) under this Amendment at H-UCLA MC and OV-UCLA MC can still be performed more feasibly by contracting with the University.

Approval of the second recommendation will allow the Chair to execute an Amendment (Exhibit I) to this Agreement with the University to increase the volume and cost of physician medical education and patient care services, based on current clinical and operational needs, as described below.

H-UCLA MC

H-UCLA MC plans to delete a net total of 23 Full Time Equivalents (FTE) of County-housestaff in various County training programs at no cost to the Agreement, and adjust funding for specific purposes as follows:

County Training Programs

Anesthesiology: Add 2 Full Time Equivalents (FTE) to increase the total number of Anesthesiology housestaff from 32 to 34 FTEs to improve the quality of anesthesia care

and reduce the dependency and cost of utilizing Certified Registered Nurse Anesthetist (CRNA) registry agreements to provide similar services.

Pediatric – Emergency Medicine: Add 1.0 FTE to replace a position formerly funded by the Children's Hospital of Orange County.

Surgery – Vascular: Add 1.0 FTE to increase the total number of Vascular Surgery housestaff from 1.0 to 2.0 FTEs. The department's plan is to transition from a two-year fellowship training program to an integrated 5-year vascular surgery residency to improve the quality of vascular surgery trainees.

Various Programs – Delete 27.0 FTEs to reconcile to the Filled FTEs. Reduction of FTEs consist of programs that were withdrawn or no longer active and addition of programs that were previously omitted. Also, moved programs between ACGME Accredited and Non-ACGME Accredited to appropriately reflect under the correct category.

Housestaff Compensation

Based upon the Local Bargaining Unit Agreement negotiated between the University and Committee of Interns and Residents/Service Employees International Union (CIR/SEIU), the University increased housestaff compensation levels for resident physicians. The negotiated salary and fringe benefits, when applied to the University housestaff full-time equivalents, amounts to a cumulative total increase of \$78,000 annually. The revised salary scale aims to ensure the University salaries remain competitive and that graduate medical education programs continue to attract qualified candidates into the University housestaff workforce that is integral to H-UCLA MC's training programs.

Additional proposed changes in the H-UCLA MC budget include realigning some ongoing expenditures to more appropriate budget categories and requesting an overall increase in the budget by \$1,634,500 to cover new and unfunded needs related to academic infrastructure (see budget table). Academic infrastructure allocations cover staff salaries, support of the H-UCLA MC A.F. Parlow Library of Health Sciences, accreditation fees, annual residency/fellowship program expenses, software licensing and support, and other required graduate medical education organizational needs.

OV-UCLA MC

OV-UCLA MC plans to increase housestaff compensation, as follows:

Housestaff Compensation

For the foregoing reasons described for H-UCLA MC, the University also increased housestaff compensation levels for resident physicians at OV-UCLA MC. The negotiated salary and fringe benefits, when applied to the University housestaff full-time equivalents,

amounts to a cumulative total increase of \$359,000 annually, which includes the adjustment of FTEs for various specialty programs set forth in the attached amendment. The revised salary scale aims to ensure the University salaries remain competitive and that graduate medical education programs continue to attract qualified candidates into the University housestaff workforce that is integral to OV-UCLA MC's training programs.

Approval of the third recommendation will permit the County to adjust clinical and operational services on an as-needed basis to provide the affiliated DHS hospitals with more flexibility to respond to the changing medical needs of its medically underserved patients.

Approval of the fourth recommendation will permit the Director, or designee, to execute future amendments to ensure compliance with applicable law, regulation, accreditation requirements and standards, County policy/requirements; improve or update contract language related to clinical and administrative operations; adjust purchased services based on current service needs; and increase the housestaff salaries and contract maximum accordingly.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Strategy II.2, "Support the Wellness of Our Communities" and "Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability" of the County Strategic Plan.

FISCAL IMPACT/FINANCING

The County's maximum obligation under the Affiliation Agreement will increase from \$39,821,500 to \$41,815,000 in FY 2022-23 for a total increase of \$1,993,500 (H-UCLA MC \$1,634,500 increase and OV-UCLA MC \$359,000 increase). Funding for the increase to the Agreement will be requested in the DHS' FY 2022-23 Supplemental Budget Request and will be requested in future fiscal years. There is no impact to Net County Cost.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

DHS entered into the current Agreement with the University for the period July 1, 2006 through June 30, 2011, with automatic annual extensions, unless either party serves notice of non-renewal to the other party.

The recommended Amendment includes the changes in FTEs for County and University training programs, the specific volume and cost of academic purchased services, and housestaff compensation. On June 29, 2021, the CEO, under delegated authority from the Board, made the most recent finding as required by Los Angeles County Code section

The Honorable Board of Supervisors
June 28, 2022
Page 5

2.121.420 that contracting for the provision of physician services (trainee and non-trainee) can be performed more feasibly by contracting with the private sector.

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

CONTRACTING PROCESS

Given the nature and scope of the services provided by the University under the Agreement, as well as the historic relationship between the County and the University, DHS determined that it was not feasible to competitively bid this Agreement.

IMPACT ON CURRENT SERVICES

The Agreement will continue the provision of clinical and academic services at H-UCLA MC and OV-UCLA MC.

Respectfully Submitted,

Christina R. Ghaly, M.D.
Director, Department of Health Services
County of Los Angeles

CRG:ck

Enclosure

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

AFFILIATION AGREEMENT

Amendment No. 18

THIS AMENDMENT is made and entered into this _____ day
of _____, 2022,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, ON BEHALF OF ITS LOS
ANGELES CAMPUS AND SCHOOL OF
MEDICINE (hereafter "University").

WHEREAS, reference is made to that certain document entitled "AFFILIATION AGREEMENT", dated July 1, 2006, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase the Agreement amount by \$1,993,500, not to exceed a total contract cost of \$41,815,000, and to provide for the other changes set forth herein; and

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon date of Board approval for FY 2022-23, July 1, 2022 through June 30, 2023.

2. Exhibit 1-I.a-12, Exhibit 1-II.a-12, Addendum A-I.a-12, Addendum A-II.a-12, Addendum A-III.a.1, and Addendum A-IV.a-12, attached hereto and incorporated by reference, shall be added to the Agreement.

3. Any reference in Amendment No. 16 to Exhibit 1-I.a-11, Exhibit 1-II.a-11, Addendum A-1.a-11, Addendum A-II.a-11, Addendum A-III, and Addendum A-IV.a-11 shall refer, as applicable, to the updated Exhibit 1-I.a-12, Exhibit 1-II.a-12, Addendum A-I.a-12, Addendum A-II.a-12, Addendum A-III.a.1, and Addendum A-IV.a-12.
4. Except for the changes set forth herein, the remaining terms and conditions of the Agreement shall remain in full effect.

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IN WITNESS WHEREOF, Contractor has executed this Amendment, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, ON BEHALF OF ITS LOS
ANGELES CAMPUS AND SCHOOL OF
MEDICINE

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:
Celia Zavala
Executive Officer
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM:
DAWYN HARRISON
Acting County Counsel

By _____
Natasha Mosley
Deputy County Counsel

EXHIBIT 1-I.a-12

County and University Training Programs - Coastal

- 1-I.1 ACGME-Accredited University Training Programs.** University Training Programs shall include the following ACGME-accredited training programs which are based at Ronald Reagan UCLA Medical Center, pursuant to this Agreement:

Fiscal Year (FY):	FY 21-22 <u>FTEs</u>	FY 22-23 <u>FTEs</u>
Internal Medicine – Gastroenterology	1.00	1.00
Internal Medicine – Geriatric Medicine	1.00	1.00
Internal Medicine – Rheumatology	1.00	1.00
Preventative Medicine Fellowship	4.00	4.00
Surgery – Neurosurgery	2.00	2.00
Surgery – Ophthalmology	6.00	6.00
Surgery – Otolaryngology (Head & Neck)	5.00	5.00
Surgery – Plastic	1.00	1.00
Surgery – Urology	3.00	3.00
Subtotal	24.00	24.00

- 1-I.2 Non-ACGME-Accredited University Training Programs.** University Training Programs shall include the following Non-ACGME-accredited training programs which are based at Ronald Reagan UCLA Medical Center, pursuant to this Agreement:

Fiscal Year (FY):	FY 21-22 <u>FTEs</u>	FY 22-23 <u>FTEs</u>
Health Services Clinical Scholar	0.00	2.00
Subtotal	0.00	2.00

- 1-I.3 ACGME-Accredited County Training Programs.** County Training Programs shall include the following ACGME-accredited training programs which are based at Los Angeles County - Harbor-UCLA Medical Center, pursuant to this Agreement. Adjustments for FY 2022-23 are described in the Footnotes section below.

Fiscal Year (FY):	FY 21-22 <u>FTEs</u>	FY 22-23 <u>FTEs</u>
Anesthesiology ¹	32.00	34.00
Anesthesiology – Regional Fellowship²	0.00	1.00
Emergency Medicine	64.00	64.00
Emergency Medicine Services and Disaster Med.²	0.00	1.00
Family Practice ⁴	37.00	36.00
Family Medicine - Sports Medicine ⁵	1.00	2.00
Internal Medicine ⁴	64.00	62.00
Internal Medicine - Cardiology	15.00	15.00
Internal Medicine - Cardiology Interventional ⁴	3.00	2.00
Internal Medicine – Dermatology	6.00	6.00
Internal Medicine – Electrophysiology ⁶	2.00	0.00
Internal Medicine – Endocrinology ⁴	9.00	10.00

EXHIBIT 1-I.a-12

	<u>FY 21-22</u> <u>FTEs</u>	<u>FY 22-23</u> <u>FTEs</u>
Internal Medicine - Advanced Interventional and Endosonography ⁶	2.00	0.00
Internal Medicine - Hematology/Oncology	12.00	12.00
Internal Medicine - Infectious Disease ⁴	4.00	3.00
Internal Medicine – Nephrology ⁴	7.00	6.00
Internal Medicine – Pulmonary ⁴	8.00	9.00
Neurology ⁴	12.00	16.00
Neurology - Neurophysiology/EEG	2.00	2.00
Obstetrics and Gynecology	20.00	20.00
OB/Gyn - Female Pelvic Reconstructive Surgery	3.00	3.00
Orthopedic Surgery	25.00	25.00
Pathology	16.00	16.00
Pediatrics	30.00	30.00
Pediatric Child Abuse	2.00	2.00
Pediatrics - Critical Care ⁷	5.00	0.00
Pediatrics – Endocrinology	3.00	3.00
Pediatrics – Gastroenterology ⁴	1.00	0.00
Pediatrics - Emergency Medicine ⁸	3.00	5.00
Pediatrics - Infectious Disease ⁴	3.00	1.00
Pediatrics – Neonatal ⁴	8.00	7.00
Psychiatry ⁴	32.00	28.00
Psychiatry – Child ⁴	8.00	7.00
Radiology	24.00	24.00
Radiology – Interventional ⁹	1.00	0.00
Radiology – Neuroradiology	1.00	1.00
Radiology – Nuclear ⁶	1.00	0.00
Surgery	49.00	39.00
Surgery – Critical Care Fellowship ⁴	2.00	1.00
Surgery – Vascular	2.00	2.00
Surgery – Vascular Integrated¹⁰	1.00	2.00
Transitional Year ⁵	0.00	0.00
Subtotal	520.00	497.00

1-I.3 Non-ACGME-Accredited County Training Programs. County Training Programs shall include the following non-ACGME-accredited training programs which are based at Los Angeles County - Harbor-UCLA Medical Center, pursuant to this Agreement. Adjustments for FY 2022-23 are described in the Footnote section below.

Fiscal Year (FY):	<u>FY 21-22</u> <u>FTEs</u>	<u>FY 22-23</u> <u>FTEs</u>
Anesthesiology/Trauma³	1.00	1.00
Emergency Medicine – Administration²	0.00	1.00
Emergency Medicine – Ultrasound³	1.00	1.00
Family Medicine – Community Health²	0.00	1.00
Family Medicine – Chief Resident²	0.00	2.00
Family Medicine - Faculty Development	2.00	2.00
Gastroenterology – Advanced Fellowship	2.00	2.00
Health Services Clinical Scholar	2.00	0.00
Internal Medicine – Adv Cardiac Medicine²	0.00	3.00
Internal Medicine – Chief Residents²	0.00	2.00

EXHIBIT 1-I.a-12

Fiscal Year (FY):	FY 21-22 <u>FTEs</u>	FY 22-23 <u>FTEs</u>
Internal Medicine – General ⁴	2.00	1.00
Neurology – Child ⁷	3.00	0.00
OB/Gyn - Maternal Fetal Medicine ⁷	3.00	0.00
OB/Gyn- Women's Health	1.00	0.00
Orthopedic Surgery - Foot and Ankle	1.00	1.00
Pediatrics - Medical Genetics³	1.00	0.00
Radiology - Body Imaging³	2.00	0.00
Radiology - Breast Imaging³	1.00	1.00
Surgery - General Practice –Dental³	4.00	4.00
Surgery - Oral and Maxillofacial Surgery³	8.00	8.00
Supervisor of Residents²	0.00	2.00
Subtotal	<u>34.00</u>	<u>32.00</u>
Grand Total	578.00	555.00

FOOTNOTES:

1. Addition of 2.0 PGY3 FTEs to continue with the increase of the resident complement from 7 to 9 per year, beginning with 4.0 PPGY I and IIs in FY 2021-22 (4-year training program).
2. Reconciliation with ACGME and non-ACGME records to add program not previously reported to ACGME.
3. Reconciliation with ACGME records to move program to "Non-ACGME Accredited County Training Programs."
4. Reconciliation with ACGME and non-ACGME records to revise the number of approved or filled FTEs.
5. Correction to the number of FTEs listed in Amendment 16.
6. Program withdrawn.
7. Program's accreditation sunsetted.
8. Addition of 1.0 PGY6 fellow, as Children's Hospital of Orange County (CHOC) is beginning a phased pull-out in July 2022. CHOC currently funds 2 fellow positions and funding will sunset by July 2024.
9. Program administratively withdrawn, but is still ACGME-accredited.
10. Addition of 1.0 PGY2 FTE to continue with the transition from the traditional 2-year fellowship following a general surgery residency to an integrated 5-year training program that accepts potential residents directly from medical school.

EXHIBIT 1-II.a-12

County and University Training Programs - Valley Care Cluster

- 1-II.1 ACGME-Accredited University Training Programs.** University Training Programs shall include the following ACGME-accredited training programs which are based at Ronald Reagan UCLA Medical Center, pursuant to this Agreement. Adjustments for FY 2022-23 are described in the Footnote section below.

Fiscal Year (FY):	FY 21-22 <u>FTEs</u>	FY 22-23 <u>FTEs</u>
Anesthesiology	2.00	2.00
Emergency Medicine OV/UC	28.00	28.00
Family Medicine	4.00	4.00
Family Medicine - Mid-Valley	4.50	4.50
Internal Medicine – Cardiology ¹	5.00	6.00
Internal Medicine - Dermatology	1.00	1.00
Internal Medicine – Gastroenterology ¹	1.00	2.00
Internal Medicine - Infectious Disease	2.00	2.00
Internal Medicine - Pulmonary	3.00	3.00
Neurology	3.00	3.00
Obstetrics-Gynecology	14.00	14.00
Obstetrics-OV/UCGyn-Onc, UrolGyn	1.00	1.00
OB/Gyn FPMRS	0.50	0.50
Ophthalmology	5.00	5.00
Pediatrics	11.00	11.00
Primary Care	9.00	9.00
Psychiatry	0.00	0.00
Radiology	7.00	7.00
Sleep Medicine	1.00	1.00
Surgery - General	7.00	7.00
Surgery - Head & Neck	3.00	3.00
Surgery - Plastic	2.50	2.50
Surgery - Ortho	4.50	4.50
Surgery – Podiatry ¹	0.00	3.00
Urology	3.00	3.00
Subtotal	122.00	127.00

* See Addendum A-2.a-9, Paragraph A-II.3. Volume of Purchased Services.

- 1-II.2 ACGME-Accredited County Training Programs.** County Training Programs shall include the following ACGME-accredited training programs which are based at Los Angeles County – Olive View-UCLA Medical Center, pursuant to this Agreement: Adjustments for FY 2022-23 are described in the Footnote section below.

EXHIBIT 1-II.a-12

Fiscal Year (FY):	FY 21-22 <u>FTEs</u>	FY 22-23 <u>FTEs</u>
Internal Medicine - General	79.75	75.00
Internal Medicine - Hematology/Oncology	12.00	12.00
Internal Medicine - Nephrology	5.00	5.00
Internal Medicine - Rheumatology	2.00	2.00
Internal Medicine – Sleep Medicine	0.00	0.00
Psychiatry	28.00	28.00
Subtotal	126.75	122.00

1-II.3 Non-Accredited County Training Programs. County Training Programs shall include the following non-ACGME accredited training programs which are based at Los Angeles County-Olive View-UCLA Medical Center, pursuant to this Agreement:

Fiscal Year (FY):	FY 21-22 <u>FTEs</u>	FY 22-23 <u>FTEs</u>
Pathology	0.50	0.50
Grand Total	249.25	249.50

FOOTNOTES:

1 Adjust FTE to meet clinical needs.

ADDENDUM A-I.a-12

Purchased Services - Coastal Cluster (including Harbor)

Fiscal Year (FY) 2022-23

- A-I.1. General.** Payment for Purchased Services will be calculated based on a combination of fixed and variable payments, as set forth in § A-I.4. In no event shall the fixed or variable rates or the payment methodology under this Addendum A be revised more frequently than every twelve (12) months.
- A-I.2. Fixed and Variable Costs.** The Parties agree that payment for Purchased Services should reflect the following variable costs: (a) program directors; (b) faculty members; (c) physicians otolaryngology, anesthesia, pediatrics, pediatric surgery, cardiac electrophysiology, cardiac surgery, thoracic surgery, neurosurgery, rheumatology, neuro-interventional radiology and pediatric urology surgery; (d) faculty recruitment/retention augmentation; and (e) University for its cost for any University Housestaff, including National Clinician Scholars and Preventative Medicine fellows, assigned to Primary County Facilities to the extent authorized under this Addendum A. The following UCLA and County fixed costs (including salary and benefits where applicable), which may vary within a given range of programs and Housestaff: (a) overall academic infrastructure, including graduate medical education fees; (b) Medhub/AmIOn; (c) University Representative; (d) University Graduate Medical Education Dean; and (e) University's administrative personnel.
- A-I.3. Volume of Purchased Services.** For FY 22-23, University shall provide Purchased Services as needed within the ranges set forth in this Addendum. In the event that County's needs fall outside of such ranges, the Parties may negotiate a different volume of services for specific line items.

Under §A-1.2, Faculty Members cost includes \$260,000 for faculty funded by the Department of Mental Health (DMH). The provision of these services beyond FY 22-23 is contingent upon continued funding provided by DMH. The County shall provide notice to the University at least 60 days prior to the start of any such Academic Year if there is a reduction or elimination of such DMH funding. The Parties agree that the provision of any such DMH-funded services shall not be subject to any DMH-specific documentation requirements.

Under §A-1.2, the Public Health Preventative Medicine Fellowship is a two-year program that is funded by the Department of Public Health effective FY 22-23. This fellowship program consists of two fellows per year. Exhibit 1-I.a.12 includes four Preventative Medicine FTEs for FY 22-23 that will cost \$383,000 annually. Section §A-1.2 includes two Health Services Clinical Scholars that are part of the University's National Clinical Scholars two-year leadership program that is jointly sponsored and funded by the University and Department of Health Services. Exhibit 1-I.a.12 includes two Health Services Clinical Scholars that will cost \$175,000 annually for Year 1 and \$164,000 annually for Year 2.

- A-I.4 Fixed, Unit and Total Payments.** During FY 22-23, County shall compensate University as follows (prices are rounded to the nearest \$500).

ADDENDUM A-I.a-12

<u>Variable Costs</u>	<u>FY 21-22 Total Price</u>	<u>FY 22-23 Total Price</u>
Program Directors	\$ 2,240,000	\$ 1,289,500
Faculty Members	\$ 1,060,000	\$ 390,000
University Housestaff Salaries	\$ 1,831,500	\$ 1,860,500
National Clinician Scholars Program	\$ 296,000	\$ 339,000
Preventative Medicine Fellowship	\$ 377,000	\$ 383,000
Radiologists	\$ 678,000	\$ 0
Physicians Otolaryngology, Anesthesia, Pediatrics, Pediatric Urology Surgery, Cardiac Electrophysiology, Cardiac Surgery, Thoracic Surgery, Neurosurgery, Rheumatology, Neuro-Interventional Radiology & Pediatrics Urology Surgery	\$ 4,060,500	\$ 4,060,500
Faculty Recruitment/Retention Augmentation	\$ 925,000	\$ 186,500
Informatics Program	\$ 359,000	\$ 0
Total Variable Costs:	\$11,827,000	\$ 8,509,000

<u>Fixed Costs</u>	<u>FY 21-22 Total Price</u>	<u>FY 22-23 Total Price</u>
Academic Infrastructure	\$1,270,000	\$ 6,210,500
Medhub/AmlOn	\$ 100,000	\$ 112,000
University Representative	\$ 34,000	\$ 34,000
GME Dean	\$ 41,000	\$ 41,000
Administrative Personnel	\$ 102,500	\$ 102,500
Associate Dean Harbor-UCLA		
Total Fixed Costs:	\$1,547,500	\$ 6,500,000

Total Coastal Payment:	\$13,374,500	\$15,009,000
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A-I.5 Intentionally Omitted.

A-I.6 Faculty Recruitment & Retention Fund. Addendum A includes a faculty recruitment and retention fund in the amount of \$186,500 annually to assist in the recruiting of new faculty, sign-on bonuses, academic advancement bonuses, and search firms, advertising and travel. To ensure accountability, the Facility Joint Planning Operations Committee will make all determinations regarding the use of this fund.

A-I.7 Primary County Facilities. The following facilities shall constitute the Primary County Facilities within County's Coastal Cluster:

ADDENDUM A-I.a-12

Los Angeles County - Harbor-UCLA Medical Center

Harbor-UCLA Family Health Center

Long Beach Comprehensive Health Center

Bellflower Health Center

Wilmington Health Center

Torrance Health Center

Martin Luther King, Jr. Outpatient Center

Department of Public Health Service Locations
(Preventative Medicine and Health Services Clinical Scholar Fellowships Only)

Department of Mental Health Service Locations
(Only for Purchased Services funded by DMH)

Other Department of Health Services Locations
(Preventative Medicine and Health Services Clinical Scholar Fellowships Only)

DHS Correctional Health Services Locations

ADDENDUM A-II.a-12

Purchased Services - Valley Care Cluster (including Olive View)

Fiscal Year (FY) 2022-23

A-II.1 General. Payment for Purchased Services will be calculated based on a combination of fixed and variable payments, as set forth in § A-II.4. In no event shall the fixed or variable rates or the payment methodology under this Addendum A be revised more frequently than every twelve (12) months.

A-II.2 Fixed and Variable Costs. The Parties agree that payment for Purchased Services should reflect the following variable costs: (a) program directors, (b) faculty members, (c) attendees at Mid-Valley Comprehensive Health Center Family Medicine, hospitalists, and (d) faculty recruitment/retention augmentation. Pursuant to § 2.5.2.2, County shall also reimburse University for its cost for any University Housestaff assigned to Primary County Facilities to the extent authorized in Addendum A. The following UCLA and County fixed costs (including salary and benefits where applicable), which may vary within a given range of programs and Housestaff: (a) overall academic infrastructure, including graduate medical education fees, (b) Medhub/AmlOn, (c) University Representative, (d) University Graduate Medical Education Dean, and (e) University's administrative personnel.

A-II.3. Volume of Purchased Services. For FY 22-23, University shall provide Purchased Services as needed within the ranges set forth in this Addendum. In the event that County's needs fall outside of such ranges, the Parties may negotiate a different volume of services for specific line items.

Under Paragraph 1-II.1, Exhibit 1-II.a-12, § 1.II.1, sixteen of the 28 psychiatry FTEs are fully funded by the Department of Mental Health for services to be provided at the DMH Olive View Urgent Care Center. Notwithstanding the above paragraph, the provision of these additional FTEs for any period beyond FY 22-23 shall be contingent upon continued funding by DMH. The County shall provide notice to the University at least 60 days prior to the start of any such Academic Year if there is any anticipated reduction or elimination of such DMH funding. The total number of FTEs to be provided shall then be reduced accordingly.

A.II.4 Fixed, Unit and Total Payments. During FY 22-23, County shall compensate University as follows (all prices are rounded to the nearest \$500):

<u>Variable Costs</u>	<u>FY 21-22</u> <u>Total Price</u>	<u>FY 22-23</u> <u>Total Price</u>
Program Directors	\$ 658,000	\$ 658,000
Faculty Members	\$ 289,500	\$ 289,500
Attending Physicians (Mid Valley CHC, Family Care, 1.5 FTEs)	\$ 327,500	\$ 327,500
University Housestaff Salaries	\$ 21,974,000	\$ 22,333,000
Physicians (Hospitalist)	\$ 285,000	\$ 285,000
Physicians (Mid Valley CHC, Ortho, 0.09 FTE)	\$ 28,000	\$ 28,000
Faculty Recruitment/Retention Augmentation	\$ 568,000	\$ 568,000

ADDENDUM A-II.a-12

Total Variable Costs: \$24,130,000 \$24,489,000

<u>Fixed Costs</u>	<u>FY 21-22</u> <u>Total Price</u>	<u>FY 22-23</u> <u>Total Price</u>
Academic Infrastructure	\$2,107,500	\$ 2,107,500
Medhub / AmlOn	\$ 35,000	\$ 35,000
University Representative	\$ 31,000	\$ 31,000
GME Dean	\$ 41,000	\$ 41,000
Administrative Personnel	\$ 102,500	\$ 102,500
Total Fixed Costs:	<u>\$2,317,000</u>	<u>\$ 2,317,000</u>

Total Valley Care Payment: \$26,447,000 \$26,806,000

A-II.5 Faculty Members & Academic Infrastructure. Addendum A includes funding for University Faculty Members performing direct patient care at Primary County Facilities. To more effectively address the needs of the hospital, funding remains consistent in Academic Infrastructure with the intention of enabling faculty members to participate in scholarly conferences and symposia to expand and improve their clinical knowledge, to stay abreast of substantive changes to clinical practice, and to recognize physicians for their contributions to the patient care mission of the hospital.

A-II.6 Primary Care Residency Program

To meet clinical needs throughout the Department of Health Services, the University and the County of Los Angeles established a Primary Care Residency Program beginning in FY17-18. As an equal partnership between the Department of Health Services and the University, DHS will assume financial responsibility for salaries and benefits for half the complement, per the following schedule.

PGY-1: 3 (FY17-18)

PGY-2: 3 (FY18-19)

PGY-3: 3 (FY19-20)

Total: 9 FTEs

In FY 22-23, the total cost of purchased services for the Primary Care Residency Program is \$782,500.

A-II.7 Faculty Recruitment & Retention Augmentation. Addendum A includes a faculty recruitment and retention fund in the amount of \$568,000 annually to assist in the recruiting of new faculty, sign-on bonuses academic advancement bonuses, and search firms, advertising and travel. To ensure accountability, the Facility Joint Planning Operations Committee will make all determinations regarding the use of this fund.

ADDENDUM A-II.a-12

A-II.8 Primary County Facilities. The following facilities shall constitute the Primary County Facilities within County's Valley Care Cluster:

Los Angeles County -Olive View-UCLA Medical Center

Los Angeles County – Olive View Urgent Care Center

Mid-Valley Comprehensive Health Center

Glendale Health Center

San Fernando Health Center

DHS Correctional Health Services Locations

Los Angeles County Department of Mental Health Service Locations

(Only for Purchased Services funded by DMH)

ADDENDUM A-III.a.1

Purchased Services – LAC+USC Medical Center

A-III.1 Description of Services. University shall provide a certified Electrophysiologist (EP) to provide services for 28 hours per week at Los Angeles County + University of Southern California Medical Center (LAC+USC MC). Services shall include 20 hours per week of specialty consults and EP procedures, and 8 hours per week of clinic work, whereby the total of 28 hours per week may also include resident training and after hour calls on an as needed basis.

A-III.2 Payment and Fixed Costs. The Parties agree that County shall pay University a total of \$330,000 per year based on an hourly rate of \$226.65 per hour and 28 hours per week, subject to adjustment based on County's reconciliation of claims submitted by the University to support such payment. Such payment will be paid quarterly in advance as set forth in Paragraph 6, "Payment for Purchased Services," and shall be in addition to the Contract Maximum set forth under this Agreement.

A-III.3. Volume of Purchased Services. For FY 21-22, University shall provide Purchased Services as needed within the ranges set forth in this Addendum. In the event that the County's needs fall outside of such ranges, the Parties may negotiate a different volume of services, and amend the Agreement accordingly.

A-III.4. Primary County Facilities. The following facility shall constitute the Primary County Facilities within County's Northeast Cluster for which services shall be provided under this Addendum A-III:

LAC+USC Medical Center

ADDENDUM A-IV.a.12

Total Payments

Fiscal Year (FY) 2022-23

	<u>FY 21-22</u>	<u>FY 22-23</u>
Coastal Purchased Services	\$13,374,500	\$15,009,000
Valley Care Purchased Services	\$26,447,000	\$26,806,000
Total Payment	\$39,821,500	\$41,815,000

Changes from the 2022-23 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
DEPARTMENT OF YOUTH DEVELOPMENT					
2022-23 Recommended Budget	--	--	--	--	--
1. Transfer of Youth Diversion and Development Division (YDD): Reflects the transfer of appropriation, fully offset by revenue, from the Department of Health Services' YDD to the newly created Department of Youth Development (DYD), as directed by the Board of Supervisors.	24,832,000	--	24,832,000	--	19.0
2. DYD Program Managers: Reflects the realignment of appropriation to fund 2.0 Program Implementation Manager positions to manage two branches of the DYD.	--	--	--	--	2.0
3. DYD Department Head: Reflects the addition of a Department Head position for the new DYD. This position will plan, manage, and oversee the department's short-term and long-term priorities, as well as day-to-day operations.	329,000	--	--	329,000	1.0
Total Changes	25,161,000	--	24,832,000	329,000	22.0
2022-23 Final Changes	25,161,000	--	24,832,000	329,000	22.0

Changes from the 2022-23 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
DIVERSION AND RE-ENTRY					
2022-23 Recommended Budget	159,877,000	6,000,000	62,774,000	91,103,000	0.0
1. Youth Diversion and Development (YDD): Reflects the transfer of the YDD Division, including funding for 19.0 positions budgeted within the Department of Health Services (DHS) and services and supplies appropriation primarily for contracted services, from DHS to the new Department of Youth Development (DYD).	(23,632,000)	--	(23,632,000)	--	--
2. Ministerial Adjustments: Reflects the realignment of appropriation and funding to better align program budgets with anticipated expenditure and funding levels.	--	--	--	--	--
Total Changes	(23,632,000)	0	(23,632,000)	0	0.0
2022-23 Final Changes	136,245,000	6,000,000	39,142,000	91,103,000	0.0

Changes from the 2022-23 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
CARE FIRST AND COMMUNITY INVESTMENT					
2022-23 Recommended Budget	200,000,000	--	--	200,000,000	3.0
1. CFCI - Department of Public Health (DPH): Reflects the allocation of \$4.2 million for the CFCI DPH Level 2 budget unit to support the Substance Abuse Prevention and Control (SAPC) Community Treatment Program, which will provide an array of substance use disorder (SUD) services to clients transitioning from jail in need of SUD services for two years.	4,230,000	--	--	4,230,000	--
2. CFCI - Department of Health Services (DHS): Reflects the allocation of \$3.7 million for the CFCI DHS Level 2 budget unit to support the Housing for Health (HFH) Interim Housing Beds, which will fund 80 interim housing beds over two years linking clients transitioning from jail with interim housing. Also reflects the allocation of \$2.5 million to support the Office of Diversion and Reentry (ODR) Maternal Health Program, which will provide interim housing, intensive case management services, employment and educational training, and rapid re-housing rental subsidies to assist women and children to move to permanent and stable housing for two years.	6,284,000	--	--	6,284,000	--
3. CFCI - Department of Mental Health (DMH): Reflects the allocation of \$2.2 million for the CFCI DMH Level 2 budget to support DMH's Interim Housing Beds, which will fund 48 interim housing beds for two years for clients leaving jail in need of serious mental illness (SMI) services.	2,229,000	--	--	2,229,000	--
4. CFCI 'To Be Allocated': Reflects a decrease of \$12.7 million from the CFCI 'To Be Allocated' Level 2 budget unit to support four programs under JCIT's spending plan for Year 1 CFCI funding, to accelerate the closure of Men's Central Jail as outlined in the Board-approved spending plan.	(12,743,000)	--	--	(12,743,000)	--
5. CFCI - Executive Office - Board of Supervisors (EO-BOS): Reflects the allocation of \$0.5 million in ongoing funding from the CFCI Department of Workforce Development, Aging and Community Services (WDACS) Level 2 budget unit to the newly created CFCI EO-BOS Level 2 budget unit, consistent with the transfer of Los Angeles City/County Native American Indian Commission (LANAIC) from WDACS to the EO-BOS effective January 16, 2022. LANAIC manages two contracts with Native American groups to provide services to address housing insecurity and homelessness experienced by American Native and Alaskan Native individuals/families in the County.	--	--	--	--	--
Total Changes	--	--	--	--	--
2022-23 Final Changes	200,000,000	--	--	200,000,000	3.0

Changes from the 2022-23 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PUBLIC HEALTH					
2022-23 Recommended Budget	1,868,337,000	84,066,000	1,569,103,000	215,168,000	5,401.0
1. Public Health Workforce Infrastructure Positions: Reflects the addition of 5.0 positions, fully offset with grant funding, to strengthen the Department's workforce for addressing broad public health responses.	1,234,000	--	1,234,000	--	5.0
2. Office for the Advancement of Early Care and Education (OAECE): Reflects the addition of 2.0 positions, fully offset by the Dependent Care Spending Account trust fund, to enhance program activities that support increasing access to high-quality early care and education.	392,000	--	392,000	--	2.0
3. Children's Camp Inspections: Reflects the addition of 10.0 positions, fully offset with the collection of fees, for the regulation and development of minimum standards for the health and safety of children's day and overnight camps within Los Angeles County.	1,321,000	--	1,321,000	--	10.0
4. Substance Abuse Prevention and Control (SAPC): Reflects an increase in appropriation fully offset by the federal grant funding, to augment the array of services offered by the Substance Abuse and Prevention Control program.	6,251,000	--	6,251,000	--	--
5. Administrative Operational Support: Reflects the addition of 2.0 positions, fully offset by the deletion of 3.0 positions and a realignment of appropriation, to meet operational needs and provide administrative support in various areas such as compliance and finance.	--	--	--	--	(1.0)
6. Ministerial Adjustments: Reflects various ministerial changes including adjustments to other county department charges, realignments, and special fund adjustments.	242,000	(63,000)	305,000	--	--
7. Retiree Health Insurance: Reflects a projected decrease in retiree health insurance premiums from the amounts estimated in the Fiscal Year 2022-23 Recommended Budget.	(249,000)	--	(134,000)	(115,000)	--
8. Measure H: Reflects appropriation and revenue from Measure H as approved by the Board on May 17, 2022.	1,639,000	--	1,639,000	--	--
9. Vehicle License Fees (VLF): Reflects growth in the Department's allocation of prior-year VLF.	1,683,000	--	--	1,683,000	--
10. Sales Tax-1991 Realignment: Reflects growth in the Department's allocation of 1991 Realignment sales tax revenue and a corresponding decrease in net County cost.	2,410,000	--	2,672,000	(262,000)	--
Total Changes	14,923,000	(63,000)	13,680,000	1,306,000	16.0
2022-23 Final Changes	1,883,260,000	84,003,000	1,582,783,000	216,474,000	5,417.0

Changes from the 2022-23 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
MENTAL HEALTH					
2022-23 Recommended Budget	2,994,157,000	142,192,000	2,821,771,000	30,194,000	6,442.0
1. Mental Health Services Act – Previously Approved Programs: Reflects changes in MHSA funding in accordance with Board-approved plans, including: a) \$51.0 million for crisis residential treatment programs, and b) \$29.0 million for Community Ambassador Network providers.	80,550,000	--	80,550,000	--	--
2. ACCESS Center Expansion: Reflects \$2.0 million and 22.0 positions to expand the ACCESS Center emotional support line.	1,964,000	--	1,964,000	--	22.0
3. Field Support Programs: Reflects funding and additional staff for programs that respond to mental health needs in the field, including: a) \$1.4 million and 13.0 positions for a therapeutic transportation pilot program with the City of Santa Monica, and b) \$0.2 million and 1.0 position for a mental health and law enforcement team partnership with the City of Glendale.	1,623,000	--	1,623,000	--	14.0
4. Measure H Allocation: Reflects \$2.9 million for Measure H programs as approved by the Board on 05/17/22.	2,933,000	--	2,933,000	--	--
5. Position Alignments: Reflects the addition of 2.0 positions, offset by the reduction of 2.0 positions, to more accurately reflect duties and responsibilities.	--	--	--	--	--
6. Operating Costs: Reflects miscellaneous adjustments involving other County departments, and adjustments to various revenues and expenditures to more closely reflect anticipated funding levels.	26,191,000	(80,000)	26,271,000	--	6.0
7. Realignment Revenue: Reflects a \$29.8 million increase in VLF-Realignment, which is transferred to the DMH budget unit as net County cost from the VLF-Realignment budget unit.	--	--	(29,765,000)	29,765,000	--
Total Changes	113,261,000	(80,000)	83,576,000	29,765,000	42.0
2022-23 Final Changes	3,107,418,000	142,112,000	2,905,347,000	59,959,000	6,484.0

Changes from the 2022-23 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
HEALTH SERVICES					
2022-23 Recommended Budget	8,866,753,000	411,474,000	7,411,294,000	1,043,985,000	26,270.0
1. Radiology Staffing: Reflects the addition of 22.0 positions at various clinics to address the radiology workload, primarily mammography and ultrasound, as well as expanded service hours at some locations.	3,746,000	--	385,000	3,361,000	22.0
2. Patient-Centered Medical Homes (PCMH): Reflects the addition of 19.0 positions at LAC+USC Medical Center and Olive View-Medical Center to establish five additional PCMH teams to address the growth of patient volume.	3,319,000	--	689,000	2,630,000	19.0
3. Ophthalmology Staffing: Reflects an increase of 13.0 positions to expand ophthalmology services at LAC+USC Medical Center and High Desert Regional Health Center.	2,587,000	--	303,000	2,284,000	13.0
4. Human Resources Staffing: Reflects an increase of 36.0 positions to expedite exam development and the processing of employment applications, as well as to reduce the time associated with on-boarding new staff.	4,819,000	--	--	4,819,000	36.0
5. Information Technology Staffing: Reflects an increase of 18.0 positions, primarily to build new support services for ORCHID, the department's electronic health record system, in the areas of laboratory, radiology, and pharmacy.	3,821,000	--	--	3,821,000	18.0
6. Contract Staff Conversion: Reflects the addition of 12.0 positions to reduce dependency on contracted radiology and occupational therapy services, as well as physician services provided through the Medical School Affiliation Agreement between the County and the University of Southern California.	--	--	--	--	12.0
7. Housing for Health: Primarily reflects an increase in Homeless Housing, Assistance, and Prevention funding, as well as minor increases in other programs, partially offset by the deletion of one-time Measure H and other funding.	49,378,000	55,254,000	(5,876,000)	--	--
8. Youth Diversion and Development (YDD): Reflects the transfer of the YDD Division, including 19.0 positions and S&S appropriation, primarily for contracted services from the Department of Health Services to the new Department of Youth Development.	(24,832,000)	(23,632,000)	(1,200,000)	--	(19.0)
9. Other Position Changes: Reflects the addition of 24.0 positions at various DHS sites, primarily in the areas of facility management, process improvement, patient access support, and other administrative and clinical areas.	4,202,000	--	712,000	3,490,000	24.0
10. Strong, Healthy, and Resilient Kids (SHARK) Program: Reflects one-time funding from Office of Child Protection for the SHARK program, which will support children with developmental, behavioral, and mental health conditions.	600,000	--	--	600,000	--

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
11. Retiree Health Insurance: Reflects a projected decrease in retiree health insurance premiums from the amounts estimated in the 2022-23 Recommended Budget.	(2,961,000)	--	(2,661,000)	(300,000)	--
12. Ministerial Changes: Primarily reflects cost increases related to charges from other County departments, judgments and damages, and Board-approved contracts, partially offset by decreases in rent and lease expenses and various other costs.	20,895,000	3,315,000	11,135,000	6,445,000	--
13. Revenue Changes and Operating Subsidies: Reflects increases in 1991 Realignment revenues, as well as appropriation and revenue adjustments for operating subsidies.	16,937,000	--	30,918,000	(13,981,000)	--
Total Changes	82,511,000	34,937,000	34,405,000	13,169,000	125.0
2022-23 Final Changes	8,949,264,000	446,411,000	7,445,699,000	1,057,154,000	26,395.0

Changes from the 2022-23 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
ALLIANCE FOR HEALTH INTEGRATION					
2022-23 Recommended Budget	2,335,000	2,335,000	--	--	7.0
1. Retiree Health Insurance: Reflects a projected increase of \$16,000 in retiree health insurance premiums from the amounts estimated in the 2022-23 Recommended Budget, fully offset by realigning existing appropriation for a net zero cost.	--	--	--	--	--
Total Changes	--	--	--	--	--
2022-23 Final Changes	2,335,000	2,335,000	--	--	7.0