



## County of Los Angeles Health and Mental Health Services

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** Wednesday, October 19, 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.**

- I. Call to order
- II. **Discussion Item(s):**
  - a. **CEO-LAIR/DMH/DPH:** CARE Court Update
  - b. **DHS:** LAC+USC and Olive – View Medical Center Capital Project Update
- III. **Information Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
  - a. **DPH:** Approval to Execute an Amendment to Healthy Families America Home Visitation Program Services Contract with Wellness Emotional Health and Wellness and Re-Establish the Annual Base Amount (#06538)
  - b. **DPH:** Approve the Temporary Reinstatement of a Retired County Employee as a 120-Day Temporary Employee for the Department of Public Health – Children's Medical Services (#06534)

- c. DPH:** Approval to Amend Domestic Violence Supportive Services Contracts (#06464)

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

- a. DPH:** Approval to Execute a Contract with the Regents of the University of California, Los Angeles to Conduct the Aliso Canyon Disaster Health Research Study Services (#06443)
- b. DPH:** Authorization to Accept and Implement a Forthcoming Notice of Grant Award and Future Awards and/or Amendments from the Centers for Disease Control and Prevention for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant for the Period of November 30, 2022, through November 29, 2027, and Execute Sole Source Contract with the City of Pasadena for the Period Date of Execution through November 29, 2027 (#06552)

**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**



# Community Assistance, Recovery and Empowerment (CARE) Act

## Legislative Update

Legislative Affairs &  
Intergovernmental Relations

October 19, 2022



**CEO.**

## **SB 1338 (Umberg): Establishes the CARE Court Program to provide comprehensive treatment, housing and support services to individuals with complex behavioral health care needs.**

- Signed by Governor Newsom on September 14, 2022.
  - Contingent enactment—specifies the CARE Act will become operative only upon the State’s Department of Health Care Services (DHCS), in consultation with county stakeholders, developing a CARE Act allocation to provide state financial assistance to counties to implement the CARE Court process.
  - Phased implementation:
    1. Cohort 1—includes 7 counties (Glenn, Orange, Riverside, San Diego, Stanislaus, Tuolumne, and City/County of San Francisco) to implement no later than October 1, 2023.
    2. Cohort 2—remaining counties, to implement no later than December 1, 2024.
    3. DHCS will only grant implementation delays once and no later than December 1, 2025.
-



## Petition, Proceedings , Rights and Responsibilities:

- Allow a petition to initiate a CARE proceeding to be brought by specified adults.
- Specify the process by which the petition is filed and reviewed.
- Allow a court to refer to a CARE program if criminal defendant is found to be mentally incompetent and ineligible for a diversion.
- Provide provisions for where CARE Act proceedings may be brought.
- Require that all CARE Act proceedings focus on the present condition and future welfare of the respondent.
- Allow the respondent and the county behavioral health agency to appeal an adverse court determination.
- Specify respondent's right to have their supporter be in any meeting, judicial proceedings, status hearing, or communication.
- Set out the respondent's rights, including the right to be represented by counsel at all stages of a CARE proceeding.
- Require the Legal Services Trust Fund Commission to provide funding for appointed legal counsel in CARE proceedings.
- Require the Judicial Council to adopt rules to implement the CARE court provisions.

## Evaluation and CARE Plan:

- Specify the schedule of review hearings required if a person is ordered to comply with a one-year CARE plan, with status review hearings to occur at least every 60 days during the CARE plan implementation.
- Require the court to hold a one-year status hearing to determine if the respondent should graduate or be reappointed for another year of the CARE plan (total of 24 months).
- Allows the court, if determined that the respondent is not adhering to the CARE plan, to terminate respondent's participation in the CARE process and make a referral to conservatorship with notifications to county behavioral health and public guardian.
- Specify the provisions of a CARE plan, such as behavioral health services; stabilization medications; housing resources; social services, and general assistance.
- Require prioritization of bridge housing funded by the Behavioral Health Bridge Housing program for the CARE participants.

## Sanctions and Liabilities:

- Authorize the court to fine counties for non-compliance up to \$1,000 per day, up to \$25,000; and, for persistent noncompliance, to appoint court-ordered care for a person at the county's cost.
  - Provide immunity to a county, for any action by a respondent in the CARE process, unless it's for negligence, recklessness, or misconduct.
-

## Implementation, Technical Assistance and Reporting

- Require the State HHS to work on the development of data-driven process and collaborate with stakeholders to support the successful implementation of the CARE Act.
- Require health plans to cover various costs under the CARE program, after July 1, 2023.
- Require the Judicial Council, in consultation with others, to provide training and technical assistance to judges for the CARE Act implementation.
- Require health plans to cover various costs under the CARE program, after July 1, 2023.
- Require DHCS to provide optional training and technical resources for volunteer supporters.
- Require an independent, research-based entity to develop an independent evaluation of the effectiveness of the CARE Act.
- Require DHCS to provide training to counsel on the CARE statutes, and CARE plan services and supports.

## **AB 179 (Budget Bill Jr. No 2): Appropriates \$57 million General Fund to DHCS for allocation to counties to support initial planning and implementation costs for the CARE Act.**

- \$31 million across all 58 counties to be used flexibly for planning, hiring, training, and information technology infrastructure costs.
- \$26 million for Cohort 1 counties to implement the CARE Act.
- The county allocation schedule is to be developed by DHCS in consultation with CSAC, and CSAC will consult with county partners.
- \$3,048,000 for Judicial Council to implement the CARE Act and an additional \$250,000 to be distributed by the Judicial Council through the State Bar for the legal aid organizations for training, support, and coordination of the CARE Act.
- CSAC to continue discussions with the State to develop and secure ongoing fiscal investments for counties to support the successful implementation of the CARE Court process.

## Next Steps

- Monitor lessons learned from counties that are in Cohort 1.
- Identify the relevant statutory and fiscal needs of Los Angeles County.
- Continue to advocate for ongoing funding and resources for Los Angeles County's implementation of the CARE Act in Cohort 2.



Questions?



# DEPARTMENT OF MENTAL HEALTH (DMH) CARE COURT UPDATE

▶▶ Cynthia Wheaton, Legislative Analyst



LOS ANGELES COUNTY  
**DEPARTMENT OF  
MENTAL HEALTH**  
hope. recovery. wellbeing.

# ►► DMH Implementation Plan

In January 2023, DMH's internal CARE Court work group will reconvene to continue to work on an implementation plan to address unfunded workloads and resources needed for the Department's role in the CARE Court process.

## **Workload/Resources:**

- Establishment of a new CARE Court investigations and assessment unit.
- Establishment of Care Plan Development and Care Plan Implementation workforce within DMH
- Training for new and existing staff
- Determining impacts on Public Guardian by court order conservatorship investigations
- Managing strict court timelines
  - Case review court hearings (preparation and time in court).
  - Conferring with county counsel, respondent counsel, and other parties.
  - Required court documentation, e.g., of unsuccessful efforts to outreach and engage individual into voluntary services.
  - Additional time to locate the respondent, which may be a challenge, particularly for those without



# ►► DMH Implementation Plan: Programs and Issues

The Department will consult with Cohort 1 counties on lessons learned and amend the implementation plan as we continue to gather best practices and assess how programs are impacted by the CARE Process.

## **Program Areas and Issues:**

- Assisted Outpatient Treatment (AOT) – clearly differentiating between AOT and CARE process
- Conservatorship – shifts to and from conservatorship and CARE court
- Misdemeanor Incompetent to Stand Trial (MIST) – additional disposition opportunity for court (diversion, AOT, conservatorship, dismissal)

## ►► DMH Implementation Plan: Cohort 1 Areas to Watch

### **CARE Court Areas of Interest to Watch:**

- Number of petitions filed
- Demands on DMH workforce
- Privately insured participants
- New process of clinical team working with respondents attorney and possible supporter
- Court process
- Court timelines
- Issuance of sanctions
- Data sharing, reports, and evaluations
- Outcomes

# Questions?



LOS ANGELES COUNTY  
**DEPARTMENT OF  
MENTAL HEALTH**  
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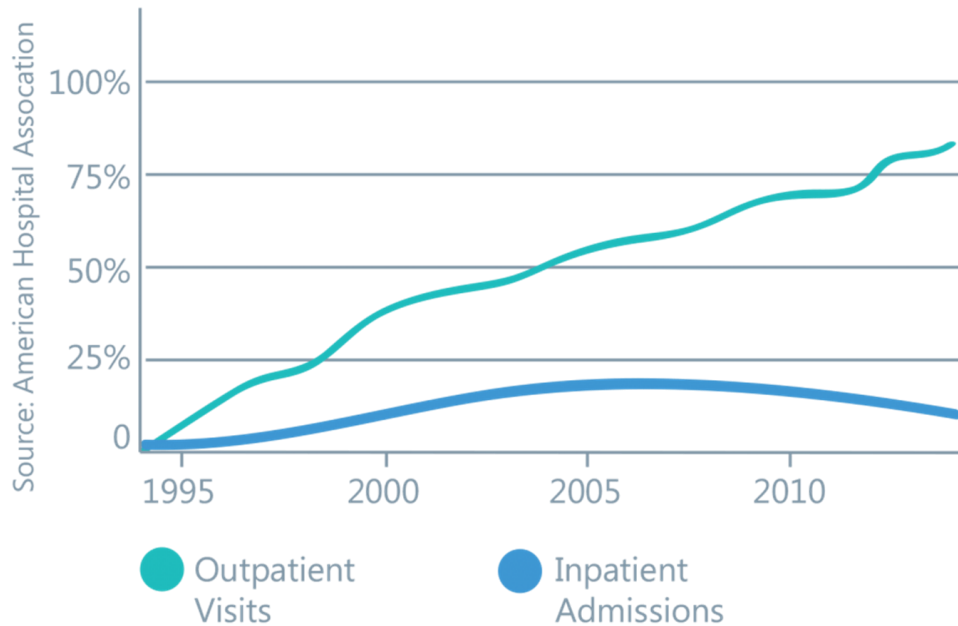
# The Value of Increasing our Focus on Outpatient Care



# Model of Care Delivery Has Shifted

## Inpatient v. Outpatient Visits

Percentage change



- **From Inpatient to Outpatient services**
  - Shift in focus from treating acute conditions in hospital settings to proactively managing chronic disease in outpatient or ambulatory care clinics
  - Convenience and better outcomes for patients
- **Increasing utilization rates**
  - Referral systems (ie. eConsult, telehealth, urgent care expansion) and community engagement has improved communication with patients and reinforced the importance of health
  - Capacity constraints, highlighted by the pandemic
  - Compounded by population growth

**“Patients recover better in their home environment, where conditions are less hazardous for patients and contain lower infection risks.” (Burmahl)**





**Olive View-UCLA**  
MEDICAL CENTER

# Envisioning the Future – Campus Master Plan New Outpatient Building & Ambulatory Surgical Center





# Olive View-UCLA Medical Center

## *Campus Master Plan*

- OVMC campus has not seen any major upgrades since the new hospital opened in 1987
- LA County BoS commissioned Smithgroup JJR to propose a new campus master plan (2015)
  - Evaluation of physical structures and buildings
  - Market analysis, trends, and projections
  - Stakeholder analysis and recommendations

2019



2013



RANCHO LOS AMIGOS  
NATIONAL REHABILITATION CENTER

2008



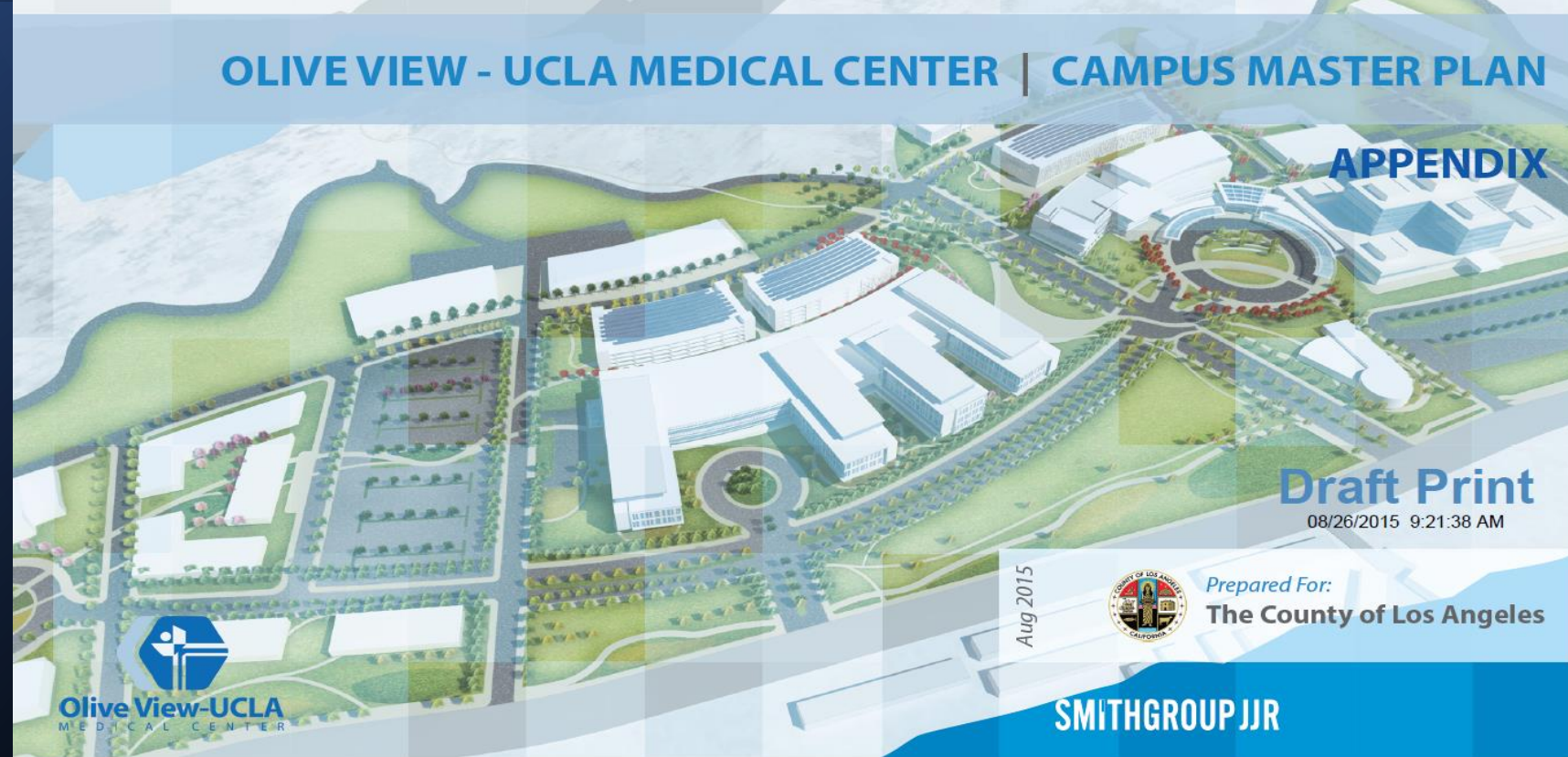
LAC+USC Medical Center



2017



# Olive View- UCLA Medical Center *Campus Master Plan*



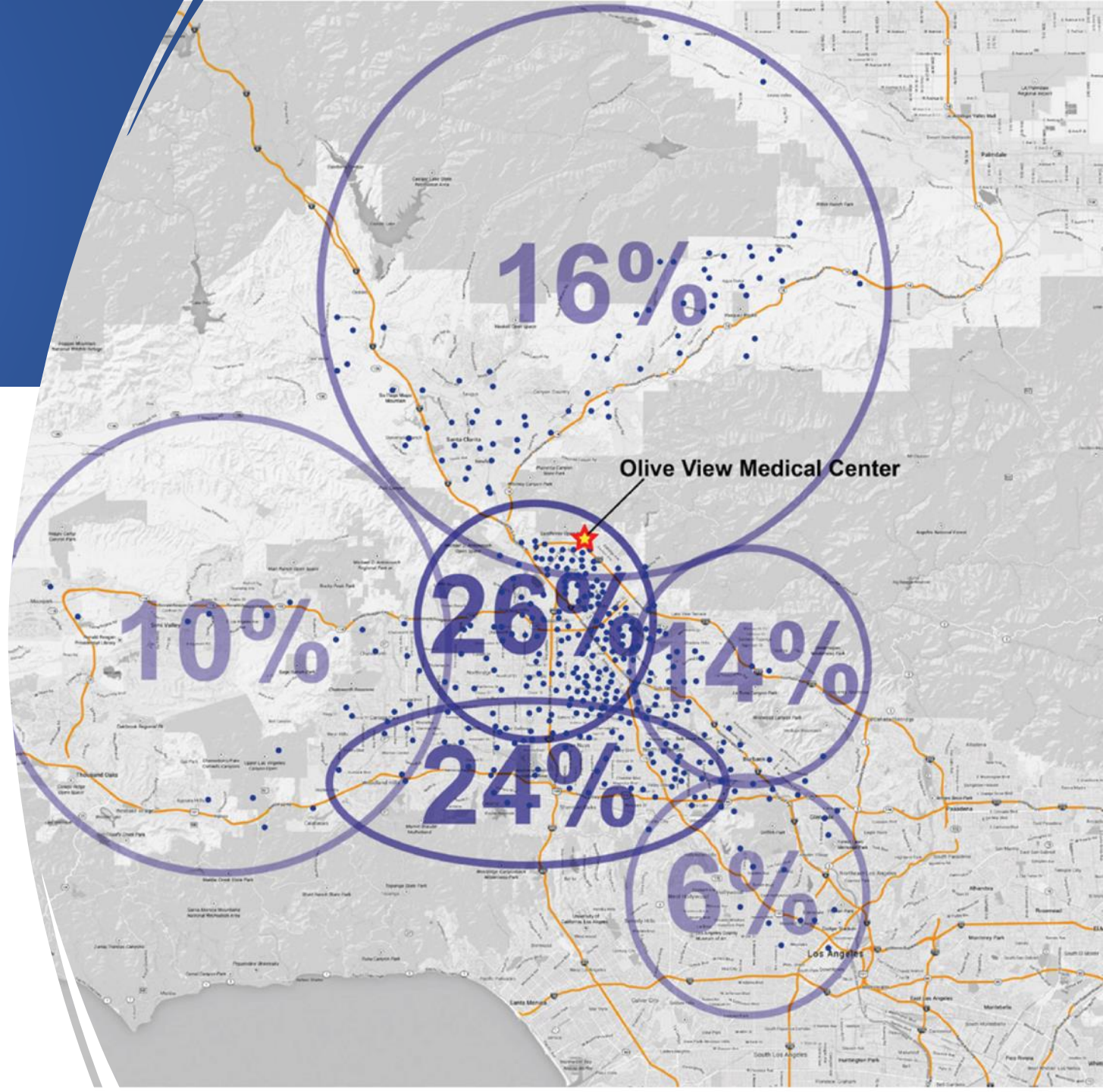
## **Recommendations (2015 – Present):**

- Build a new Outpatient Building
- Continue reuse of the existing hospital until 2040 (~50yo)
- Promote energy efficiency with new Central Utility Plant (2022)



# Population Growth

- Large catchment area, population over 2.5 million
- Projected to grow 11.5% by 2035
  - Largest growth coming from northern cities: Santa Clarita, Palmdale
- >64yo population will grow by 128%



# Access to Care Challenges

**25%**

of adults report difficulty  
accessing healthcare\*



Adults report an avg of

**6.4**

**unhealthy days**  
each month due to poor  
mental or physical  
health\*

**Expansion of MediCal eligibility**

**May 1, 2022: 50+yo**

**Jan 1, 2024: 26-49yo**





**Olive View-UCLA**  
MEDICAL CENTER

# OVMC Needs Assessment

- Smithgroup JJR projected a 61% increase in outpatient visits over a span of 23 years
  - **OVMC Adult Primary Care clinic surpassed that growth in only 3 years (2019-2022)**
  - Empanelment continues to grow
- Specialty Care visits grew by 17% since 2019
  - **OVMC is projected to have over 75,000 specialty care visits in 2022**
- Surgical and Procedural Services are in high demand, especially non-urgent and elective procedures delayed due to the pandemic
  - Surgical procedures in a hospital setting cost about 144 percent of the cost of the same procedure in an ambulatory surgery center environment<sup>1</sup>



1. Waddill, *How Ambulatory Surgical Centers Lower Payer Outpatient Spending* (Sept 2021)

# Proposed Services: New OVMC Outpatient Bldg



## Primary Care

Primary Care doctors (HIV, Peds, Women's Medical Home, incl: nurse visits, immunizations, preventive care, telehealth outpatient visits)



## Specialty Care

Oncology, rheumatology, pulmonology, renal, GI, audiology, eye, dermatology outpatient specialty visits



## Ambulatory Surgical Center

Surgeries and procedures that are often routine; same-day discharge



## Urgent Care

Care for patients needing immediate care for lower acuity illness and injury



## Diagnostic Imaging Services

CT, MRI, Mammography, Ultrasound



## Outpatient Pharmacy

New and refilled prescriptions



## Dental Clinic

General and specialty oral health services



## Infusion Clinic

Chemotherapy, Immunotherapy

***GOAL: to help us better meet the needs of our patients and promote fiscal sustainability***





LAC+USC

**Envisioning the Future – Campus Planning  
LAC+USC Medical Center**



# Priority #1 Outpatient Department (OPD) Building

- Constructed in 1963,
- Design Obsolescence in 2011
- FCI = .46
- 213,250 sqft TOTAL
  - 153,985 sqft clinic
  - 19,1853 sqft admin & support



OPD Clinical Spaces				
Primary Care	Infusion Center	Violence Intervention Program Clinic	Pediatric Primary Care	Pharmacy
Phlebotomy	Mother Child AIDS Clinic	Gynecology Oncology	Pediatric Allergy & Immunology	Adolescent Behavioral Health

# OPD Deficiencies

1. Does not meet OSHPD 3 requirements for Outpatient Clinic
  - a. Fire-Life Safety Deficiencies (sprinklers, fire walls, smoke dampers, & ventilation)
2. Requires seismic retrofit per LA City ordinance
3. Requires significant Mechanical, Electrical & Plumbing upgrades
  - a. Open plenum HVAC Return, Emergency Power, sewer line, etc..
4. Dated design, inefficient use of space compared to modern medical clinic

Estimate ~\$190M of needed renovations for OPD to maintain its current use.

# Way Ahead

- Complete Outpatient Clinic feasibility study at OVMC
- Complete Outpatient Clinic feasibility study at LAC+USC



Thank you

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Public Health (Public Health)		
<b>SUBJECT</b>	APPROVAL TO EXECUTE A CONTRACT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES TO CONDUCT THE ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES		
<b>PROGRAM</b>	Environmental Health Division		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Projected slated to begin November 2022		
<b>COST &amp; FUNDING</b>	Total cost: \$20,993,333	Funding source: Aliso Supplemental Environmental Project Fund	
	TERMS (if applicable):		
	Explanation: The total maximum obligation for the recommended contract is \$20,993,333; effective upon date of execution through October 31, 2027; 100 percent funded by the Aliso Supplemental Environmental Project Fund. Funding for this contract is included in Public Health's Adopted Budget for fiscal year (FY) 2022-23 and will be included in future FYs, as necessary.		
<b>PURPOSE OF REQUEST</b>	<p>Request approval to execute a contract, with The Regents of the University of California, Los Angeles (UCLA) which includes mutual indemnification, selected under a competitive solicitation process for the Aliso Canyon Disaster Health Research Study Services (Health Study), effective upon date of execution through October 31, 2027, at a total maximum obligation of \$20,993,333; 100 percent offset by the Aliso Supplemental Environmental Project Fund</p> <p>The Health Study will be a multi-year study of health, quality of life and well-being outcomes in communities affected by the Aliso Canyon underground gas storage (UGS) facility well blowout (Disaster) which occurred at the Southern California Gas Company's (SoCal Gas) Aliso Canyon UGS facility in Los Angeles County. The Health Study is needed to scientifically evaluate and contribute to the understanding of the impacts of the Aliso Canyon Disaster on health, quality of life, and wellbeing in communities affected by the Aliso Canyon Disaster.</p>		

<b>BACKGROUND</b> <b>(include internal/external issues that may exist including any related motions)</b>	<p><u>Consent Decree</u></p> <p>On February 29, 2019, the County of Los Angeles through County Counsel, the Los Angeles City Attorney, the California Attorney General, and the California Air Resources Board entered into a Consent Decree with Southern California Gas Company (SoCal Gas) to resolve litigation against SoCal Gas regarding the Aliso Canyon Disaster. The Health Study is one of the six Supplemental Environmental Projects (SEP) included in Appendix D of the Consent Decree in People v. Southern California Gas Company (Los Angeles County Superior Court, Case Nos. BC602973 &amp; BC628120).</p> <p><u>Scientific Oversight Committee</u></p> <p>The implementation of the Health Study will be overseen by Public Health, who will work closely with a Scientific Oversight Committee (SOC), for the length of the Health Study. The SOC is a panel of independent scientific experts and regulatory agency representatives mandated by the SEP Agreement that is Appendix D to the Consent Decree.</p> <p>At the conclusion of the third year of the Health Study, the SOC will conduct a science-based analysis of the Health Study. The SOC will evaluate the merits of continuing the Health Study and estimate how many additional years are warranted by no later than 60 days into the fourth year of the Health Study. If the SOC concludes that the Health Study should be continued, then the Health Study will continue for another year. Such evaluation will happen every year, with a formal determination whether to continue the Health Study to be made not more than 60 days into each new year of the Health Study, until the Health Study's completion. If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the Contract, not incur further expense, and return any unspent funds to the County.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	<p>Program Contact: Kristina Vaculik, Research Development Manager, (310) 341-8493, <a href="mailto:KVaculik@ph.lacounty.gov">KVaculik@ph.lacounty.gov</a></p> <p>County Counsel: Margaret Ambrose, Principal Deputy County Counsel, 213-974-0941, <a href="mailto:MAmbrose@counsel.lacounty.gov">MAmbrose@counsel.lacounty.gov</a></p>



**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

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**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

November 1, 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 CONTRACT WITH THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA, LOS ANGELES TO CONDUCT THE ALISO CANYON DISASTER  
HEALTH RESEARCH STUDY SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute a contract with The Regents of the University of California, Los Angeles to conduct the Aliso Canyon Disaster Health Research Study Services, effective upon date of execution through October 31, 2027, and delegated authority to extend the term through October 31, 2032.

**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 contract, substantially similar to Exhibit I, with The Regents of the University of California, Los Angeles (UCLA), which includes mutual indemnification, selected under a competitive solicitation process for the Aliso Canyon

Disaster Health Research Study Services (Health Study), effective upon date of execution through October 31, 2027, at a total maximum obligation of \$20,993,333; 100 percent offset by the Aliso Supplemental Environmental Project Fund.

2. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the contract that extend the term for up to five additional one-year periods through October 31, 2032, at amounts to be determined by the Director of Public Health; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent above or below each period's 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 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 correction of errors to 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 contractor who fails to fully comply with program requirements; to terminate contract for convenience by providing a 30-calendar day advance written notice to contractor; and to accept voluntary contract termination notices from contractor.

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

Approval of Recommendation 1 will allow Public Health to execute a contract with UCLA to conduct the Health Study. The Health Study will be a multi-year study of health, quality of life and well-being outcomes in communities affected by the Aliso Canyon underground gas storage (UGS) facility well blowout (Disaster), which occurred at the Southern California Gas Company's (SoCal Gas) Aliso Canyon UGS facility in Los Angeles County, California.

The Aliso Canyon Disaster was the largest UGS facility disaster in the history of the United States, releasing an estimated 109,000 metric tons of methane into the atmosphere, along with other oil and gas constituents, over a period of nearly four months. Approximately 232,200 residents live within a five-mile radius of the facility and during the Disaster, residents reported experiencing foul odors; oily mists; and a range of

health symptoms including, but not limited to, headaches/migraines, nausea, vomiting, nose bleeds, coughing, and irritations of the eyes, nose, and throat. During the Disaster, over 8,000 households and two schools were temporarily relocated.

Under the recommended contract, UCLA will implement the Health Study, which will consist of five core areas:

- 1) Exposure Core: The Exposure Core will conduct an exposure assessment to quantify toxic exposures experienced by residents of impacted communities before, during, and after the Disaster. Results of the exposure assessment will be made readily available to the public and will be used to inform the health outcomes assessments conducted as part of the Health and Well-being Core;
- 2) Health and Well-being Core: The Health and Well-being Core will consist of a comprehensive research program that will assess the impacts of chemical exposures from the Aliso Canyon UGS facility and Disaster-related stressors on physical and mental health outcomes, quality of life, and well-being;
- 3) Data and Analysis Core: The Data and Analysis Core will develop a secure relational data repository that will house data on environmental exposures, health, quality of life and well-being and will update and maintain the data repository for the duration of the Health Study among other data management and analysis tasks;
- 4) Community Stakeholder Communications Core: The Community Stakeholder Communications Core will conduct comprehensive community engagement to solicit input from community stakeholders to inform the design, implementation and completion of the Health Study. Importantly, findings related to community health and resilience will be transferred to the communities impacted, entities responsible for monitoring oil and gas facilities, and entities responsible for community preparedness, response, and recovery; and
- 5) Program Administrative Core: The Program Administrative Core will oversee the organizational, budgeting, and reporting aspects of the Health Study including monitoring Health Study implementation, implementing quality control and quality assurance procedures, tracking expenses, and ensuring successful and timely completion of required services, among other administrative tasks.

In addition to potential exposures to natural gas, odorants, constituents of crude oil and other combinations of chemical compounds, many nearby residents experienced economic hardship including business and income loss, disruptions of daily life from school and household relocations, and other substantial disaster-related impacts possibly leading to psychological distress. The combination of these stressors may have long-term adverse impacts on health, quality of life, and well-being. The Health Study is needed to scientifically evaluate and contribute to the understanding of the impacts of the Aliso Canyon Disaster on health, quality of life, and wellbeing in communities affected by the Aliso Canyon Disaster.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contract to extend the term; rollover unspent funds; and/or increase or decrease funding by up to 10 percent above or below each period's base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term; and make corresponding service adjustments, as necessary.

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, as necessary; and/or make changes to the hours of operations and/or service locations; and corrections of errors in the contract's terms and conditions.

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

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

The recommended action supports Strategy II.2 - Support the Wellness of Our Communities, and Strategy III.4 - Engage and Share Information with Our Customers, Communities and Partners, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total maximum obligation for the recommended contract is \$20,993,333; effective upon date of execution through October 31, 2027; 100 percent funded by the Aliso Supplemental Environmental Project Fund. Funding for this contract 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**

### **Consent Decree**

On February 29, 2019, the County of Los Angeles through County Counsel, the Los Angeles City Attorney, the California Attorney General, and the California Air Resources Board entered into a Consent Decree with SoCal Gas to resolve litigation against SoCal Gas regarding the Aliso Canyon Disaster. The Health Study is one of the six Supplemental Environmental Projects (SEP) included in Appendix D of the Consent Decree in *People v. Southern California Gas Company* (Los Angeles County Superior Court, Case Nos. BC602973 & BC628120).

### **Scientific Oversight Committee**

The implementation of the Health Study will be overseen by Public Health, who will work closely with a Scientific Oversight Committee (SOC), for the length of the Health Study. The SOC is a panel of independent scientific experts and regulatory agency representatives mandated by the SEP Agreement that is Appendix D to the Consent Decree.

At the conclusion of the third year of the Health Study, the SOC will conduct a science-based analysis of the Health Study. The SOC will evaluate the merits of continuing the Health Study and estimate how many additional years are warranted by no later than 60 days into the fourth year of the Health Study. If the SOC concludes that the Health Study should be continued, then the Health Study will continue for another year. Such evaluation will happen every year, with a formal determination whether to continue the Health Study to be made not more than 60 days into each new year of the Health Study, until the Health Study's completion. If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the Contract, not incur further expense, and return any unspent funds to the County.

### **Aliso Supplemental Environmental Project Fund**



The Aliso Supplemental Environmental Project Fund (Aliso Fund) was established and funded pursuant to the Consent Decree. The Aliso Fund Committee (AFC) was established by the SEP Agreement to the Consent Decree and is comprised of one representative each from the California Attorney General, the County Counsel, and the Los Angeles City Attorney. The AFC oversees the receipt and disbursement of funds from the Aliso Fund for the Supplemental Environmental Projects as specified in the SEP Agreement.

The Contract contains a mutual indemnification provision. The mutual indemnification requires each party to indemnify and hold the other harmless from liability arising from this Contract, but only in proportion to and to the extent of acts or omissions in the performance of this Contract.

County Counsel has approved Exhibit I as to form.

Attachment A is the contracting opportunity announcement from the County website. Attachment B is the Community Business Enterprise Information Summary for the recommended contractor.

### **CONTRACTING PROCESS**

On January 18, 2022, Public Health released a Request for Proposals (RFP) to solicit proposals from qualified organizations experienced in exposure and health outcomes assessments and community-based research to award one contract to implement the Health Study.

The contracting opportunity announcement (Attachment A) was posted on the County website, Public Health's Contracts and Grants website, and on Public Health's Health Study website. A Notice of Intent to release the RFP was also sent by electronic mail to 33 potential contractors. Additionally, information on the release of the RFP was included in a press release, posts on Public Health's social media accounts, and online funding opportunity databases to increase the RFP's visibility.

By the due date of April 12, 2022, Public Health received two proposals. The proposals were reviewed by an Evaluation Committee that consisted of subject matter experts and evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009 and updated in March 2021.

The Honorable Board of Supervisors  
November 1, 2022  
Page 7

As a result of the evaluation process, Public Health is recommending a contract award to UCLA. The recommended proposer met all the requirements, was found to be responsible and responsive, and had the highest scored proposal.

On August 25, 2022, notifications of the results were sent to the proposers. A debriefing was requested by the non-selected proposer. After the debriefing, the non-selected proposer did not request a Notice of Intent to Request a Proposed Contractor Selection Review by the deadline of September 16, 2022.

Community Business Enterprise Program information as reported by the recommended Proposers is identified in Attachment C. Proposers were selected without regard to gender, race, creed, color, or national origin for award of a contract.

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

Approval of the recommended actions will allow Public Health to contract with UCLA to conduct the Health Study and bring long-awaited insights to communities impacted by the Aliso Canyon Disaster. The results of the research may also be used by regulatory agencies, policymakers, healthcare providers, and community organizations to inform local responses and/or actions that support the recovery and the health of the impacted communities.

Respectfully submitted,

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

BF:lr  
#06443

Enclosures

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

**REVISED**  
**01/19/2022**



# CONTRACTING OPPORTUNITY\*

**BID NUMBER: 2022-003**

**RELEASE/OPEN DATE: January 18, 2022**

**BID TITLE: Aliso Canyon Disaster Health Research Study Services**

**CLOSING/DUE DATE: April 12, 2022 by 4:00 P.M. Pacific Time**

\*Visit websites indicated below for additional information and updates.

The County of Los Angeles Department of Public Health (Public Health) is pleased to announce the release of a Request for Proposals (RFP) to solicit proposals from interested qualified proposers to enter into contract with Los Angeles County to conduct the Aliso Canyon Disaster Health Research Study (Health Study). The Health Study is a study to scientifically evaluate and understand the health impacts from the largest natural gas storage facility blowout in U.S. history and exposure to natural gas and its constituents, including but not limited to methane, from the Southern California Gas Company (SoCal Gas) Aliso Canyon Natural Gas Storage Facility in Los Angeles County California.

Aliso Canyon Disaster Health Research Study Services include the following:

- ❖ Evaluate relationships between exposures to airborne chemicals and other potential toxicants during and/or following the Aliso Canyon Disaster and adverse health impacts to the community, which could include, but is not limited to, physical and mental health;
- ❖ Assess the impact of stressors related to the Aliso Canyon Disaster the quality of life and functioning of residents in the impacted communities during and following the disaster, and;
- ❖ Evaluate outcomes among vulnerable populations, such as children and older adults, in the impacted communities.

## Minimum Mandatory Qualifications

Interested proposers that meet the Minimum Mandatory Requirements to conduct the Aliso Canyon Disaster Health Research Study are invited to respond to this RFP by submitting a proposal by the closing/due date. Please click the Public Health link below to review the Minimum Mandatory Requirements identified in Section 3.0 of the RFP.

## Next Steps for Interested Vendors

- ✓ Register at <http://camisvr.co.la.ca.us/webven>
- ✓ Review this contracting opportunity solicitation document for additional information, requirements, submission information, and updates at:
  - <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>
  - <http://publichealth.lacounty.gov/cg/index.htm>



## Aliso Canyon Disaster Health Research Study Release of Request for Proposals

The Los Angeles County Department of Public Health is pleased to announce the release of a Request for Proposals for Aliso Canyon Disaster Health Research Study (Health Study) services. The Aliso Canyon disaster was the largest gas well blowout in United States history, releasing an estimated 109,000 metrics tons of natural gas as well as natural gas constituents into the atmosphere. The blowout lasted for 111 days, from October 23, 2015 to February 12, 2016.

Over the years, the impacted communities have identified priority questions and concerns they would like to be addressed by this study. The overarching goal of the Health Study is to contribute to the understanding of the potential short-term and long-term physical, mental, social, and community health impacts of exposure to the Aliso Canyon disaster. This involves evaluating relationships between exposures to airborne chemicals and other potential toxicants during and/or following the disaster (including but not limited to natural gas, its constituents, and any materials used to control the blowout) on the health of the communities surrounding the Southern California Gas Company's Aliso Canyon Gas Facility.

Approximately 232,200 residents live within a five-mile radius of the facility. Neighborhoods within this five-mile radius include Porter Ranch, Granada Hills, Chatsworth, and Northridge. During the blowout, residents and persons working in the impacted communities experienced foul odors, oily mists, and acute health symptoms including eye, nose, and throat irritation, headaches, and respiratory symptoms.

In addition to potential exposures to various combinations of chemicals and compounds including natural gas, odorants, oily residue, and well-control materials, those impacted experienced economic hardship, including business and income loss, and other substantial disruptions to daily life including household and school relocations. Over 8,000 households and two schools were relocated during the disaster.

Feedback gathered from impacted residents over the past few years has allowed for the identification of priority concerns that could be addressed by the Health Study. Concerns center around health-related impacts of chemical exposures from the gas well blowout and gas storage facility operations.

Residents are primarily concerned about long-term physical health impacts including but not limited to cancers, impacts on respiratory, immunological, and neurological health, and worsened pre-existing conditions. In addition, there are concerns about the potential impacts of life disruptions and hardships that resulted from the disaster on mental health and other dimensions of overall health and wellbeing including quality of life, social health, and community health and resilience.

Residents are also concerned about the types of chemicals communities were exposed to, the length of time they were exposed, and how this may impact the health of all who were impacted including



vulnerable groups of people such as children, older adults, and people with pre-existing conditions, and pregnant persons.

For more information on feedback gathered from the impacted communities, please visit the Health Study website (<http://publichealth.lacounty.gov/eh/healthresearch/community-input-involvement.htm>) and view key community engagement outputs including:

- Public Feedback on Draft Goals and Priorities for the Health Study
- Community Opinion Multimode Survey and Online Survey
- Community Advisory Group Meeting Summaries and Meeting Recordings

Those who have been impacted by this disaster are central to the Health Study. Therefore, successful research proposals will demonstrate a high level of understanding and attention to the concerns of the community. It is our aim and hope that the brightest scientific minds from across the nation will take interest and respond to this unprecedented research opportunity and that the Health Study will bring long-awaited insights and answers to those impacted.



## REQUIRED FORMS - EXHIBIT 2

### COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1	The information requested below is for statistical
Total Number of Employees in California:	N/A
Total Number of Employees (including owners):	
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:	
Race/Ethnic Composition	Owners/Partners/ Associate Partners
	Percentage of how ownership of the firm is distributed
	Male      Female      Male      Female
Black/African American	%      %
Hispanic/Latino	%      %
Asian or Pacific Islander	%      %
American Indian	%      %
Filipino	%      %
White	%      %

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.
Agency Name	Minority
Women	Disadvantaged
Disabled Veteran	LGBTQQ

Contract No. PH-\_\_\_\_\_



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
LOS ANGELES**

**FOR**

**ALISO CANYON DISASTER HEALTH RESEARCH STUDY  
SERVICES**

Paragraph	TABLE OF CONTENTS	Page
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### CONTRACT BODY (CB)

1.	Applicable Documents.....	3
2.	Definitions.....	4
3.	Description of Services.....	4
4.	Term of Contract .....	5
5.	Maximum Obligation of County .....	5
6.	Invoices and Payment .....	7
7.	Funding/Services Adjustments and Reallocations.....	11
8.	Alteration of Terms/Amendments .....	12
9.	Confidentiality.....	14
10.	County Employee’s Right of First Refusal and Contractor’s Offers of Employment are on a County Re-Employment List .....	15
11.	Indemnification .....	16
12.	General Provisions for all Insurance Coverages .....	17
13.	Insurance Coverage Requirements.....	23
14.	Ownership of Materials, Software, Data and Copyright .....	24
15.	Public Reporting.....	26
16.	Record Retention and Audits .....	28
17.	Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying.....	35

## UNIQUE TERMS AND CONDITIONS

18A. Contractor's Charitable Activities Compliance.....	36
18B. Liquidated Damages .....	36
18C. Data Destruction .....	38
19. Construction .....	39
20. Conflict of Terms .....	39
21. Contractor's Offices.....	39

22. Notices .....	40
<b><u>ADDITIONAL PROVISIONS (AP)</u></b>	
23. Administration of Contract .....	40
24. Assignment and Delegation/Mergers or Acquisitions .....	42
25. Authorization Warranty .....	43
26. Budget Reductions .....	44
27. Contractor Budget and Expenditures Reduction Flexibility .....	44
28. Complaints .....	44
29. Compliance with Applicable Law .....	46
30. Compliance with Civil Rights Law .....	47
31. Compliance with the County's Jury Service Program .....	47
32. Compliance with County's Zero Tolerance Policy on Human Trafficking .....	50
33. Compliance with Fair Chance Employment Practices .....	50
34. Compliance with the County's Policy of Equity .....	50
35. Conflict of Interest .....	51
36. Consideration of Hiring Gain/Grow Participants .....	52
37. Contractor Responsibility and Debarment .....	53
38. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law .....	56
39. Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	56
40. County's Quality Assurance Plan .....	57
41. Service Delivery Site – Maintenance Standards .....	58
42. Rules and Regulations .....	58
43. Damage to County Facilities, Buildings or Grounds .....	58
44. Employment Eligibility Verification .....	59
45. Data Encryption .....	60
46. Default Method of Payment: Direct Deposit or Electronic Funds transfer .....	61
47. Counterparts Electronic Signatures and Representations .....	62
48. Fair Labor Standards .....	63
49. Fiscal Disclosure .....	63

50. Contractor Performance During Civil Unrest or Disaster.....	63
51. Governing Law, Jurisdiction, and Venue.....	64
52. Health Insurance Portability and Accountability Act of 1996 (HIPAA) .....	64
53. Independent Contractor Status .....	64
54. Licenses, Permits, Registrations, Accreditations, and Certificates .....	65
55. Nondiscrimination in Services .....	66
56. Nondiscrimination in Employment.....	67
57. Non-Exclusivity .....	70
58. Notice of Delays .....	70
59. Notice of Disputes.....	70
60. Notice to Employees Regarding the Federal Earned Income Credit.....	70
61. Notice to Employees Regarding the Safely Surrendered Baby Law .....	71
62. Prohibition Against Inducement or Persuasion .....	71
63. Prohibition Against Performance of Services While Under the Influence .....	71
64. Public Records Act.....	71
65. Purchases .....	72
66. Real Property and Business Ownership Disclosure.....	74
67. Reports .....	77
68. Recycled Content Bond Paper.....	77
69. Solicitation of Bids or Proposals .....	77
70. Staffing and Training/Staff Development .....	78
71. Subcontracting.....	79
72. Termination for Breach of Representation to Maintain Compliance with County's Child Support Compliance Program .....	82
73. Termination for Convenience .....	82
74. Termination for Default .....	84
75. Termination for Improper Consideration .....	85
76. Termination for Insolvency.....	86
77. Termination for Non-Appropriation of Funds.....	86
78. No Intent to Create a Third-Party Beneficiary Contract.....	87
79. Time Off for Voting.....	87



## EXHIBIT I

80. Unlawful Solicitation .....	87
81. Validity .....	88
82. Waiver .....	88
83. Representation Against Contingent Fees .....	88
84. Representation of Compliance with County's Defaulted Property Tax Reduction Program .....	89
85. Termination for Breach of Representation to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	89
86. COVID-19 Vaccinations of County Contractor Personnel .....	89

### STANDARD EXHIBITS

Exhibit A – Statement(s) of Work  
Exhibit B – Scope(s) of Work  
Exhibit C – Budget(s)  
Exhibit D – Contractor's EEO Certification  
Exhibit E – Contractor Acknowledgement and Confidentiality Agreement  
Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)  
Exhibit G – Jury Service Program  
Exhibit H –COVID-19 Vaccination Certification of Compliance

### UNIQUE EXHIBITS

Exhibit I – Charitable Contributions Certification

Contract No. \_\_\_\_\_

**DEPARTMENT OF PUBLIC HEALTH  
ALISO CANYON DISASTER HEALTH RESEARCH STUDY SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on \_\_\_\_\_,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County")

and

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA, LOS ANGELES  
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, Month DD, 20YY, the Board authorized County's Director of the Department of Public Health (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute a contract for Aliso Canyon Disaster Health Research Study ("Health Study") services to preserve and protect the public's health; and

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

WHEREAS, the County has been allocated funds from a consent decree resulting from a lawsuit of The People of the State of California v. Southern California Gas Company approved by the Los Angeles Superior Court on February 25, 2019; and

WHEREAS, in accordance with the Supplemental Environment Projects (SEP) Agreement attached as Appendix D to the *People vs. the SoCal Gas* Consent Decree ("Consent Decree"), funds that are not used or encumbered for their intended purpose by April 2029, will be returned to the Aliso Fund. Any encumbered funds that will be expended after April 2029 will require the approval of the Aliso Fund Committee, as described in the SEP Agreement, and must be expended no later than ten years from the date that this Contract is entered. Any remaining amount will be returned to the Aliso Fund and

WHEREAS, under the SEP Agreement, at the conclusion of the third year of the Health Study, the Scientific Oversight Committee ("SOC") will evaluate the merits of continuing the Health Study and estimate how many additional years are warranted by no later than 60 days into the fourth year of the Health Study. If the SOC concludes that the Health Study should be continued, then it shall continue for another year. Following the initial evaluation, the SOC will conduct evaluations on an annual basis with a formal determination on whether to continue the Health Study to be made not more than 60 days into the next 12-month period of the Health Study, until the Health Study's completion. If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the Contract, not incur further expense, and return any unspent funds to the County.

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

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide Aliso Canyon Disaster Health Research Study services for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

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

Exhibit G – Jury Service Program

Exhibit H –COVID-19 Vaccination Certification of Compliance

Unique Exhibits

Exhibit I – Charitable Contributions Certification

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

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

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

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

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon date of execution and shall continue in full force and effect through October 31, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The fourth year and fifth year of this Contract, from November 1, 2025 through October 31, 2027, are subject to and contingent upon the Scientific Oversight Committee (SOC)'s approval to continue the Health Study. SOC's determination to continue the Health Study for the fourth year and fifth year will occur no later than 60 days into the fourth year and no later than 60 days into the fifth year, respectively. If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the Contract, not incur further expense, and return any unspent funds to the County. Pursuant to the TERMINATION FOR CONVENIENCE, Paragraph of this Contract, the County may terminate the Contract.

The County shall have the sole option to extend this contract up to five (5) additional one-year periods, for a maximum Contract term of ten (10) years.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of \_\_\_\_\_ through \_\_\_\_\_, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

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

C. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

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



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

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

D. Invoices shall be submitted directly to 5050 Commerce Drive, Baldwin Park, California 91706.

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

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

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

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

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

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

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract,

or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

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

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

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

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the

County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

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

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

H. Local Small Business Enterprises – Prompt Payment Program: Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within

budget categories within each budget, as reflected in Exhibit C and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

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

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this

Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

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

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



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

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, and corresponding adjustment and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

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

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

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

Contractor's personnel policies and procedures, and contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or resulting from this Contract, but only in proportion to and to the extent of the acts or omissions of the Contractor, its officers, agents and employees.

The County shall indemnify, defend, and hold harmless the Contractor, its trustees, officers, employees, agents ("Contractor Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or resulting from this Contract, but only in proportion to and to the extent of the acts or omissions of the County, its Special Districts, elected and appointed officers, employees, agents and volunteers.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense, insurance coverage or self-insurance coverage, satisfying the requirements specified in this Paragraph and in the

INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

Renewal Certificates shall be provided to County upon request. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Self-Insurance certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any

policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health  
Contract Monitoring Section  
5555 Ferguson Drive, 3<sup>rd</sup> Floor, Suite 3031  
Commerce, California 90022  
Attention: Manager Contract Monitoring Section

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor which arises directly from the performance of this Contract. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: As it pertains to work performed under this Contract, the County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status



under Contractor's General Liability policy, with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may

withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Contractor's Insurance Shall Be Primary: Contractor's insurance policies or self-insurance programs, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

F. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract.

G. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

H. Subcontractor Insurance Coverage Requirements: When applicable, Contractor shall provide County with each Subcontractor's separate evidence of insurance coverage upon request. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and

Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: When applicable, all liability policies shall provide cross-liability coverage as would be afforded by the standard ISO

(Insurance Services Office, Inc.) separation of insureds provision, with no insured versus insured exclusions or limitations.

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

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

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance or certificate of self-insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

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

B. Automobile Liability insurance or self-insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split

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

C. Workers Compensation and Employers' Liability: Contractor shall maintain insurance, or qualified self-insurance, satisfying statutory requirements; including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is: (1) an employee leasing temporary staffing firm; or (2) a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

14. OWNERSHIP OF MATERIALS, SOFTWARE, DATA AND COPYRIGHT:

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

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

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall jointly assign and transfer to County in perpetuity Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted copyrights and all renewals and extensions thereof, and any deviation or changes regarding copyright shall be jointly approved by County and Contractor.

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's data and research-related documents prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all data and respective codebook(s) except where prohibited by data use agreements, and such research-related documents and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract,



which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

15. PUBLIC REPORTING: . The Contractor will provide reports, publications, presentations and other public releases resulting from work performed under this Contract to Public Health for review at least thirty (30) calendar days prior to publication and will identify the proposed recipients. During the first twenty (20) calendar days of such review period, Public Health may provide notice to the Contractor the intention to

rebut some or all aspects of the presentation, publication or other media release. Public Health will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipients identified by the Contractor. Within the review period, Public Health may provide feedback to the Contractor; the Contractor should consider such feedback, but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Contract or by any applicable law. Any of the above referenced time periods may be modified upon agreement of both parties involved. Neither party may unreasonably deny such requests.

All materials, public announcements, literature, audiovisuals, printed materials, reports and publications produced in association with this contract shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, printed materials, reports and publications was provided in full by the Los Angeles County Department of Public Health and secured through a consent decree agreement between the County of Los Angeles, County Counsel for the County of Los Angeles, the Los Angeles City Attorney, the California Attorney General, and the California Air Resources Board with SoCal Gas. The contents do not represent the official views or policies of the State, County, or City.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), scientific/academic presentations (e.g., symposia, posters), audiovisual materials (e.g.,

films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

Any publication or public release of information should only contain de-identified data. Sharing of any data with sensitive information including personal identifying information shall require prior approval from the County and a Data Use Agreement with the recipient to protect confidentiality of the research participants.

Contractor shall notify Public Health and the Office of Communications and Public Affairs not less than twenty (20) working days before any public or media event, physical or electronic (web page, social media, etc.), publicizing the accomplishments and/or results of this Contract, and provide the opportunity for attendance and participation by the Department's representatives. Additionally, Contractor shall inform Public Health and the Office of Communications and Public Affairs as soon as possible but not more than 24 hours or if after being contacted by media for an interview or written response to a media inquiry.

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall maintain on a current basis, complete financial records, employment records and other records relating to its

performance of this Contract in accordance with generally accepted accounting principles; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

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

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

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

(2) A General Ledger.

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

(4) Personnel records or Time and Effort Reports which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, and/or Time and Effort Reports, signed or electronically certified by the employee and approved by the employee's supervisor, or

designated staff, which show time distribution by programs and the accounting for total work time on a quarterly basis or no less than semi-annual basis. This requirement applies to all program personnel, including exempt staff/professional staff, and the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

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

If project personnel costs are included in any federally approved Indirect Cost Rate, make available upon request, the supporting documentation used to establish the current approved rate.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All such materials shall be retained by Contractor at a location within Los Angeles County during the term of this

Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records relating to this Contract shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and



arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

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

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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

agreements between County and Contractor until such report(s) is/are delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of

Contractor, Contractor shall fully cooperate with County's representatives.

Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

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

determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

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

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

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

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST  
ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist

Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

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

18B. LIQUIDATED DAMAGES:

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

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the



Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

18C. DATA DESTRUCTION:

A. Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and

devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

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

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

21. CONTRACTOR'S OFFICES: Contractor's office is located at \_\_\_\_\_ Contractor's business telephone number is (\_\_\_\_) \_\_\_\_\_, facsimile (FAX) number is (\_\_\_\_) \_\_\_\_\_, and electronic Mail (e-mail) address is \_\_\_\_\_. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County

under this Contract. Addresses and parties to be notified may be changed by providing at least 10 working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health  
Program Name  
Division  
Address Line 1  
Address Line 2

Attention: Project Director

- (2) Department of Public Health  
Contracts and Grants Division  
5555 Ferguson Drive, Suite 210  
Commerce, California 90022

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

- (1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

23. ADMINISTRATION OF CONTRACT:

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

B. Approval of Contractor's Staff: Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Contract. Based upon whether Contractor's staff pass or do not pass the required County background clearance investigation, County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

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

D. Background and Security Investigations: To the extent allowed under Contractor's HR policies and Union Bargaining Agreements, each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by Contractor, shall undergo and pass a background investigation as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of the Contractor's staff be removed from performing services under this Contract. Contractor shall comply with County's request at any time during the term of the Contract. Contractor will not provide to County or to County's staff, any information obtained through Contractor's background investigation.

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

E. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply and/or any resultant harm associated with this Paragraph, ADMINISTRATION OF CONTRACT.

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

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



legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

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

25. AUTHORIZATION REPRESENTATION: Contractor hereby represents that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set

forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

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

27. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 10 calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

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

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

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

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

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

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

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

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

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

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

29. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

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

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

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service

Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), and pursuant to Contractor’s HR policies and Union Agreement, the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser

number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or, 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

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



Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

32. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

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

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

33. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and its subcontractors, must comply with fair chance employment hiring

practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

34. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor acknowledges and certifies receipt and understanding of the CPOE and will notify its employees and subcontractors of the same. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

35. CONFLICT OF INTEREST:

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

County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

36. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV), and the Department of Workforce

Development, Aging and Community Services at

[BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV); and, DPSS will refer qualified

GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

opportunity to object to the tentative/proposed decision prior to its presentation to the Board of Supervisors.

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

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment,

and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

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

found on the Internet at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

39. CONTRACTOR'S REPRESENTATION OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

40. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines



are significant, or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

42. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that:

(1) such person has violated said rules or regulations, or, (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

43. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

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

44. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

retain all such documentation for all covered employees for the period prescribed by law.

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

45. DATA ENCRYPTION;

When applicable, Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(g).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST

Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

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

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

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph DATA ENCRYPTION shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

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

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

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

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

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Health, shall decide whether to approve exemption requests.

**47. COUNTERPARTS ELECTRONIC SIGNATURES AND**

**REPRESENTATIONS:** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and the

Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS AND TERMS/AMENDMENTS Paragraph and received via communications facilities, (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

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

49. FISCAL DISCLOSURE: When applicable, if required by grant/funder Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

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

50. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the

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

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

52. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

53. INDEPENDENT CONTRACTOR STATUS:

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

or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

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

54. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of



this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of Public Health at any time during the term of this Contract.

55. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take

affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

56. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status,

political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

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

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

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

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

the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

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

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

58. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

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

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

61. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/> for printing purposes.

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

63. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

64. PUBLIC RECORDS ACT:

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

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

65. PURCHASES:

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

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

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

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



equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

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

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

66. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

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

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

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

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

stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

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

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

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

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

67. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. However, in no event, may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

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

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

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

70. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required in accordance with the Statement of Work, Exhibit A, and Scope of Work, Exhibit B, attached hereto. Such personnel shall be qualified in accordance with standards established by County.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If a program director, or supervisorial position becomes vacant during the term of this Contract, Contractor shall, notify County's Director, or designee, of said vacancy and identify a replacement staff member. Contractor shall

institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

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

71. SUBCONTRACTING:

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

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

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

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

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

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

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

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

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

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best

interest. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

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

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

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



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

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

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

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

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

terminate this Contract pursuant to, Paragraph, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

73. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest or if the Scientific Oversight Committee does not approve continuation of the Health Study for the fourth year or fifth year of the Health Study.. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

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

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

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

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

74. TERMINATION FOR DEFAULT: County may, by written 30-day advance notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

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

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County

may authorize in writing) after receipt of notice from County specifying such failure.

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

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

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

75. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the

same remedies against the Contractor as it could pursue in the event of default by Contractor.

The Contractor must immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

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

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

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

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

**77. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

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

**78. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:**

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary under this Contract.

**79. TIME OFF FOR VOTING:** To the extent allowed by Contractor's HR policies and Union Bargaining Agreements, the Contractor shall notify its employees and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it

can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

80. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

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

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

83. REPRESENTATION AGAINST CONTINGENT FEES:

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

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

84. REPRESENTATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

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

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

85. TERMINATION FOR BREACH OF REPRESENTATION TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set



forth in Paragraph, REPRESENTATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

86. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL:

A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3)

the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH) vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

(1) Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

(2) Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

(3) Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit H (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
DAWYN HARRISON  
Acting County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Contracts and Grants Division Management

#06443

**STANDARD EXHIBITS**

- A STATEMENT(S) OF WORK
- B SCOPE(S) OF WORK
- C BUDGET(S)
- D CONTRACTOR'S EEO CERTIFICATION
- E CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
- G JURY SERVICE PROGRAM
- H COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

**UNIQUE EXHIBITS**

- I CHARITABLE CONTRIBUTIONS CERTIFICATION

**EXHIBIT I**

**EXHIBIT A**

**STATEMENT(S) OF WORK**

**FOR**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**ALISO CANYON DISASTER HEALTH RESEARCH  
STUDY SERVICES**

**STATEMENT OF WORK****TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>PAGE</b>
1.0 INTRODUCTION .....	1
2.0 TERMS, DEFINITIONS, AND ABBREVIATIONS .....	3
3.0 QUALITY CONTROL PLAN .....	4
4.0 QUALITY ASSURANCE PLAN .....	5
5.0 RESPONSIBILITIES.....	5
<u>COUNTY</u>	
5.1 Personnel.....	5
5.2 Furnished Items .....	6
<u>SOC</u>	
5.3 Personnel.....	6
<u>CONTRACTOR</u>	
5.4 Required Personnel .....	6
5.5 Program Administrative Core .....	8
5.6 Materials, Supplies, Equipment, Professional Services, and/or Travel Expenses .....	10
5.7 Training .....	10
5.8 Contractor's Office .....	11
6.0 HOURS/DAYS OF WORK.....	11
7.0 WORK SCHEDULES .....	11
8.0 SPECIFIC WORK REQUIREMENTS .....	11



# STATEMENT OF WORK

## 1.0 INTRODUCTION

### 1.1 Mission of the Aliso Canyon Disaster Health Research Study

To scientifically evaluate and understand the health impacts from the largest natural gas storage facility blowout (Disaster) in U.S. history and exposure to natural gas and its constituents, including but not limited to methane, from the Southern California Gas Company (SoCal Gas) Aliso Canyon Natural Gas Storage Facility in Los Angeles County California.

### 1.2 Aliso Canyon Disaster Health Research Study Goals

The overarching goal of the Aliso Canyon Disaster Health Research Study (Health Study) is to contribute to the understanding of the potential short-term and long-term physical, mental, behavioral, social, and community health impacts of exposure to the Aliso Canyon Disaster. For the purposes of the Health Study, the Aliso Canyon Disaster includes the incident, subsequent remediation efforts, ongoing facility operations and associated activities, and disturbances to the community.

Specific goals of the Health Study are to:

- Evaluate relationships between exposures to airborne chemicals and other potential toxicants during and/or following the disaster and adverse health impacts to the community, which could include, but is not limited to, physical and mental health;
- Assess the impact of stressors related to the Aliso Canyon Disaster on the quality of life, well-being and functioning of residents in the impacted communities during and following the disaster, and;
- Evaluate outcomes among vulnerable populations, such as children and older adults, in the impacted communities.

### 1.3 Aliso Canyon Disaster Background

The Aliso Canyon natural gas storage facility is the largest underground gas storage (UGS) facility situated in Santa Susana Mountains north of San Fernando Valley neighborhoods in Los Angeles, California. Well SS-25 is one of the facility's 114 storage injection wells and was originally drilled as an oil well in 1954. Well

SS-25 was converted into a gas storage well in 1973 after the oil was considered depleted. On October 23, 2015, Southern California Gas Company (SoCal Gas), a subsidiary of Sempra Energy and the owner and operator of the Aliso Canyon gas storage facility, discovered a leak at Well SS-25 which evolved into a conventional well blowout after two failed well-control attempts. Over the course of four months, there was a total of seven failed attempts to stop the uncontrolled flow of escaping gas. An estimated 109,000 metric tons of methane escaped into the atmosphere. A relief well was eventually drilled and intercepted the leaking well, stopping the flow gas on February 12, 2016. A formal third-party investigation found several direct and root causes for the uncontrolled release of natural gas and constituents including: a rupture in the well's production casing due to contact with groundwater and external microbial corrosion; insufficient fluid density and pump rate during top well-control attempts; and lack of internal policy and regulations that required production casing wall thickness inspections; among others. More information is available at the California Public Utilities Commission website at <https://www.cpuc.ca.gov/aliso/>

During the blowout, residents in the nearby communities experienced foul odors; oily mists; and a range of health symptoms. Additionally, over 8,000 households and two local schools were relocated. After the well was sealed, residents continued to report similar health symptoms. An indoor exposure evaluation found trace amounts of a consistent combination of metals that may have been released from Well SS-25 during unsuccessful well-kill attempts and which may have contributed to the persistent symptoms. More information is available at: <http://publichealth.lacounty.gov/media/docs/PublicHealthAssessment.pdf>

As a result, SoCal Gas was ordered to pay for professional, comprehensive cleaning of homes. On February 25, 2019, the Los Angeles Superior Court approved a consent decree with SoCal Gas which allocated funds to a Health Study of potential short-term and long-term health effects to be overseen by a panel of scientific and subject matter experts, the Scientific Oversight Committee (SOC). The People of the State of California v. Southern California Gas Company's Consent Decree settlement details are available at: <https://oag.ca.gov/system/files/attachments/press-docs/notice-lodging-and-proposed-cd-full.pdf>. Feedback gathered from the community was central to the development of this Statement of Work and will remain a key component of the Health Study as it advances. For more information on community engagement efforts and the feedback received, visit the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/cag.htm>.

## 2.0 TERMS, DEFINITIONS, AND ABBREVIATIONS

The following are terms, definitions, and abbreviations that are used throughout the Statement of Work and Scope of Work:

- 2.1 Aliso Canyon Disaster Health Research Study (Health Study):** a study described in Paragraph 8.0, Specific Work Requires and as required in the fifth Supplemental Environmental Project mandated by *The People of the State of California v. Southern California Gas Company's Consent Decree* approved by the Los Angeles Superior Court on February 25, 2019.
- 2.2 Aliso Canyon Disaster:** Aliso Canyon gas storage facility well blowout that occurred over the course of four months from October 2015 to February 2016.
- 2.3 Behavioral Health:** the connection between behaviors and health and well-being. Behaviors such as eating habits, substance use, and exercise can affect physical and/or mental health.
- 2.4 Child:** a person who is younger than 18 years of age.
- 2.5 Community Health:** the overall health status and functioning of a defined group of people with common characteristics and includes conditions and activities that promote, protect, and preserve health.
- 2.6 Community Resilience:** the sustained ability of people and communities to withstand, adapt to, and recover from adversity.
- 2.7 Consent Decree:** on February 29, 2019, the California Attorney General (AG) together with the California Air Resources Board (CARB), the Los Angeles City Attorney, the County of Los Angeles and the Los Angeles County Counsel (together, County) entered into a Consent Decree with the Southern California Gas Company (SoCal Gas) to resolve litigation regarding the Aliso Canyon Disaster. Under the Consent Decree, SoCal Gas is subject to injunctive terms and has paid \$119,500,00 in mitigation, supplemental environmental projects (SEPs), civil penalties, and costs.<sup>a</sup>
- 2.8 Enhanced Air Monitoring and Environmental Reporting:** the second Supplemental Environmental Project mandated by *The People of the State of California v. Southern California Gas Company's Consent Decree* by the Los Angeles Superior Court on February 25, 2019.
- 2.9 Exposures:** exposures that may have led to health impacts, including an increased risk for adverse health outcomes which include chemicals released during the Aliso Canyon Disaster and well-control attempts; potential exposures to chemicals released as part ongoing, current, and regular operations at the Aliso Canyon gas storage facility; and exposure to social and other stressors arising from the environmental disaster situation and remediation efforts.

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<sup>a</sup> To view the complete Consent Decree, please visit the State of California Department of Justice website: <https://oag.ca.gov/environment/aliso#fund>

- 2.10 Knowledge Translation:** a dynamic and iterative process that includes synthesis, dissemination, exchange and ethically-sound application of knowledge to improve the health of populations. (Canadian Institute of Health Research, 2016)
- 2.11 Older adult:** a person who is or is over 65 years of age.
- 2.12 Person with chronic disease:** a person who has been diagnosed by a health professional with a condition that has lasted one or more years that requires medical attention or limits activities of daily living or both.
- 2.13 Pregnant person:** a person who has an embryo, fetus, or unborn offspring developing within their uterus.
- 2.14 Scientific Oversight Committee (SOC):** an independent body of scientific experts mandated by the Consent Decree that will oversee, guide, and evaluate the Health Study.
- 2.15 Social-Ecological Model:** a framework that considers the complex interplay between various levels of influence on health and well-being. The various levels of influence include individual, relationship, community, and societal factors. (Centers for Disease Control and Prevention, 2021)
- 2.16 Social Health:** the ability to interact and form meaningful relationships and support networks with others. Relationships that are nurturing and supportive are especially important when recovering from stressful or traumatic situations such as environmental disasters.
- 2.17 Well Blowout:** the uncontrolled flow of well fluids and/or formation fluids from the well.

### 3.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met.
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

### 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 40, County's Quality Assurance Plan of the Additional Provisions.

## **4.1 Meetings**

### **4.1.1 Meetings with the SOC and Public Health Project Management**

Contractor is required to schedule, coordinate, and initiate meetings with both the SOC and Department of Public Health (Public Health) Project Management to provide progress updates and solicit technical guidance and recommendations on research plans for the duration of the Health Study. The meetings shall occur on a quarterly basis with both the SOC and Public Health Project Management in attendance at each meeting. Additional meetings can be held on an as needed basis. The Contractor shall develop meeting agendas and provide meeting minutes that document specific items that need to be addressed.

## **4.2 County Observations**

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

## **5.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **5.1 Personnel**

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

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alteration of Terms/Amendments.
- 5.1.4 Public Health will work closely with Contractor on all administrative and contractual aspects of the Health Study.

#### **5.2 Furnished Items**

The Contractor will be provided with environmental data collected by Public Health during and/or following the Aliso Canyon Disaster that the Contractor and/or subcontractor(s) determines is needed for the proposed research.

**SCIENTIFIC OVERSIGHT COMMITTEE (SOC)****5.3 Personnel**

The SOC will oversee the Health Study and provide technical guidance to the Contractor for the length of the Health Study. Specific duties include:

- 5.3.1 Providing direction and technical guidance to the Contractor on all programmatic aspects of the Health Study including research plans, methods, analyses, and interpretation of findings.
- 5.3.2 Evaluating research progress and merits of continuing the Health Study (refer to Section 8.4)
- 5.3.3 Providing feedback to Contractor on materials that require the SOC's review and approval within a reasonable amount of time, depending on the type and length of the materials to be reviewed.

**CONTRACTOR**

Contractor shall assign a sufficient number of employees to perform all required work outlined below. Contractor shall be required to document and notify Public Health within five business days of any change in staffing.

**5.4 Required Personnel****5.4.1 Project Manager**

Contractor shall assign a full-time Project Manager to function as the central point of contact with the County and shall have the full authority to act on behalf of the Contractor on all matters relating to the daily operation of the Contract.

Contractor shall assign a designated alternate, with comparable experience to the Project Manager, to serve in the Project Manager's absence.

Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing. Contractor shall provide a telephone number where the Project Manager or the designated alternate may be reached on an eight hour per day basis.

Project Manager shall have a minimum of five years of full-time experience within the past eight years, coordinating research project(s) and/or programs preferably with multi-million-dollar budgets. The Project Manager must possess a bachelor's degree or higher in the field of public health, social and behavioral science, economics, business administration and management, or other relevant of comparable fields.

Specific duties of the Project Manager include but are not limited to:

- Contract management and compliance throughout the duration of the Health Study program including managing of subcontractors;
- Reviewing and approving Contractor's monthly process progress reports (refer to Section 5.5.1) and coordinating with Public Health for invoicing and payment processing; monitoring program budgets and financials for the contract/subcontracts and contract/subcontract staff;
- Providing contract monitoring and regularly meeting with contract management to ensure that scopes of work are being met in a timely manner; supervising and directing the activities of contract staff and/or subcontractors;
- Developing and submitting monthly process progress reports (refer to Section 5.5.1) to the County Contract Project Monitor for documenting monitoring activities;
- Organizing and coordinating meetings between contract staff and/or subcontractors;
- Organizing and/or coordinating meetings with Public Health, the County, and the SOC; and
- Providing regular program updates to Public Health and the SOC through written reports and meetings.

#### **5.4.2 Principal Investigator(s)**

Contractor shall assign one or more Principal Investigator(s) to the Health Study components outlined in Paragraph 8.0, Specific Work Requirements. Principal Investigator(s) shall be responsible for the overall development, implementation, and management of the Health Study component(s) to which they are assigned.

The Principal Investigator(s) shall have a minimum of five years of experience within the last 10 years conducting research on human health related to the physical environment (environmental health), and a doctoral degree (e.g., Ph.D., M.D.) from an accredited college or university. The Principal Investigator(s) must have at least three first or last authored peer-reviewed publications related to environmental health.

It is expected that Principal Investigator(s) have experience serving as a Principal Investigator on large research studies. If multiple Principal Investigators are assigned, contractor must provide a clear leadership plan.

Duties of the Principal Investigator(s) include, but are not limited to:

- Providing direct supervision to a multidisciplinary team of contract staff and/or subcontractors;

- Developing work plans;
- Establishing performance/completion standards, tracking systems, and deadlines for contract staff and/or subcontractors;
- Leading strategic planning;
- Developing monthly process progress reports (refer to Section 5.5.1) to the County Contract Project Monitor;
- Monitoring the progress of the project and setting achievement goals and objectives;
- Leading the development of project deliverables;
- Managing the development and implementation of community involvement if applicable;
- Communicating technical scientific topics and disseminating research findings to diverse audiences; and
- Coordinating with Public Health to respond to public inquiries and provide periodic updates, briefings and/or presentations to various stakeholders including the SOC, legislative offices, regional and state agencies, and community groups and/or representatives.

The Principal Investigator(s) may designate project employees to conduct one or several of the above duties on their behalf.

## **5.5 Program Administration Core**

The Project Manager, Principal Investigator(s), and support staff, are required to form an Administrative Core which provides guidance in fulfilling the requirements of the Health Study. The Administrative Core oversees the organizational, budgeting, and reporting aspects of the program and provides leadership for the scientific and programmatic activities. To accomplish this, the Administrative Core infrastructure should promote collaboration and cross-disciplinary interactions among all Health Study staff including subcontractors, the Health Study components, and research activities. The structure of the Administrative Core shall provide the Project Manager, Principal Investigator(s), and support staff with a mechanism for:

### **5.5.1 Monitoring Program Implementation**

Monitoring Program Implementation includes but is not limited to the following tasks:

- Preparing and submitting monthly process progress reports together with monthly invoice(s);



- Preparing and submitting an annual year-end narrative progress report that includes major accomplishments or milestones and identifies any barriers to complete the work by the proposed timeline and a description of any necessary modifications to the work plan going forward;
- Managing the quality of research and services performed by developing and implementing a quality control plan and attending regular meetings with the SOC to solicit scientific and technical guidance;
- Ensuring that research is guided by best practices and that staff have necessary and appropriate training;
- Coordinating research activities and integrating cross-disciplinary research via the Contractor and/or subcontractor(s) meetings to discuss research progress, solicit feedback, and provide recommendations as needed for the length of the Health Study;
- Coordinating with the SOC and Public Health;
- Ensuring annual performance evaluations are conducted on all staff budgeted and performing services under the Contract to ensure program staff are meeting job duties as required.

#### **5.5.2 Completing Contractual and Fiscal Management Responsibilities**

Completing contractual and fiscal management responsibilities includes but is not limited to submitting monthly invoices and maintaining backup expense documentation. The Contractor can make budget adjustments with Public Health's approval. All changes must be made in accordance with Contract, Paragraph 8, Alteration of Terms/Amendments. Upon request, complete contract review and audit by the Contract Monitoring Section (CMS), including preparation and maintenance of documents for fiscal audit. *(Note: agencies are randomly selected by Public Health and may not be required to participate)*

### **5.6 Materials, Supplies, Equipment, Professional Services, and/or Travel Expenses**

- 5.6.1 The purchase of all materials, supplies, and/or equipment to provide the needed services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment etc., must have been clearly identified in the program budget and budget justification and must

have been approved in advance by the Public Health's Project Director or designee in order to be eligible for cost reimbursement.

- 5.6.2 Any and all materials and equipment purchased under the Contract are the property of the County and must be returned to the County in good working order at the end of the Term of the Contract.
- 5.6.3 Contractor shall provide Public Health, at least annually, and as requested in writing by Public Health, a list of equipment purchased with funding through this Contract. For the purpose of this Contract, equipment is defined as an item with a unit cost of five thousand dollars (\$5,000) or more.
- 5.6.4 Anticipated travel, mileage, and communication expenses should be included in the budget and budget justification to be approved by Public Health.
- 5.6.5 Anticipated professional services including but not limited to consulting, legal, graphic design, and meeting facilitation, shall be included in the budget and budget justification to be approved by Public Health.
- 5.6.6 In no event shall the County be liable or responsible for payment for materials, equipment, travel expenses, and professional services purchased absent the required prior written approval.

## **5.7 Training**

- 5.7.1 Contractor shall provide all staff with HIPAA training and refresher courses as applicable. All staff are also required to complete Institutional Review Board (IRB) or have a current IRB training certification.
- 5.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.
- 5.7.3 Contractor shall document training activities. Training documentation shall include, but are not limited to: date, time, and location of staff training; training topic(s); name of attendees and level of staff participation.

## **5.8 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call. If teleworking,

the Contractor shall provide a mobile number in the company's name to receive and respond to inquiries between the hours of 8:00 a.m. to 5:00 p.m.

## **6.0 HOURS/DAY OF WORK**

Contractor shall conduct services/activities five days a week during their proposed hours of operation. The Contractor shall be required to submit days and hours of operation to the County for approval prior to beginning services under the contract. The Contractor shall be required to submit and comply with the approved days and hours of operation and notify the County of all observed holidays (i.e., office closure dates). The Contractor is not required to provide services on County-recognized holidays. The County will provide a list of the County holidays to the contractor at the time the contract is approved, and annually, at the beginning of the calendar year.

## **7.0 WORK SCHEDULES**

- 7.1 Contractor shall submit for review and approval a work schedule to the Public Health's Project Manager within 10 days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 7.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Public Health's Project Manager for review and approval within five (5) working days prior to scheduled time for work.

## **8.0 SPECIFIC WORK REQUIREMENTS**

Contractor shall be responsible for providing the following services as outlined below. Approach to required services are expected to be scientifically robust and responsive to the Health Study goals. Additionally, the approach to required services are expected to address multiple potential health outcomes of concern related to the Aliso Canyon Disaster and other priorities identified by the impacted communities and SOC. Information on feedback received from the impacted communities is available on the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/index.htm>.

The Contractor and/or subcontractor(s) shall complete a research plan that consists of the following three components: the Health Study(s) that include exposure assessment, and health, quality of life and well-being assessment(s) as indicated in Paragraph 8.1, Health Study(s) Sub-Components; data integration and management as indicated in Paragraph 8.2, Data Core; and community stakeholder communications as indicated in Paragraph 8.3, Community Stakeholders Communications. The research plan shall be outlined in the Scope of Work (Appendix A-2) and include objectives, specific tasks,

proposed timeline, method of evaluation, party responsible, and documentation for evaluation.

## **8.1 Health Study(s) Sub-Components**

Contractor and/or subcontractor(s) shall conduct a Health Study(s), to evaluate the impacts of chemical exposures related to the Aliso Canyon Disaster and other disaster-related stressors on: acute, intermediate, and/or chronic physical health outcomes, mental health outcomes, and quality of life and well-being, including behavioral health; social health, and community health and/or resilience.

Additionally, the Health Study(s) shall include both quantitative and qualitative research and shall take a social-ecological approach to the investigation of impacts to health, quality of life and well-being. It is anticipated that an interdisciplinary team approach incorporating interrelated projects will be better positioned to understand the interplay and impact of multiple stressors on human health and well-being and potential underlying mechanisms for detected impacts.

### **8.1.1 Data Sources and Collection**

8.1.1.1 Contractor and/or subcontractor(s) may use existing data sources – such as healthcare utilization and medical records-based data, cancer registry data, vital statistics data (e.g., birth and death certificates), exposure estimates derived from the exposure assessment (see Paragraph 8.4.1 Exposure Assessment), and air monitoring to be conducted as part of the Enhanced Air Monitoring and Environmental Reporting Supplemental Environmental Project (SEP) - in an appropriate study design(s) to evaluate the potential impacts of chemical exposures and disaster-related stressors on health outcomes. You can find existing data, reports and research related to the Aliso Canyon Disaster and Gas Storage Facility Operations at: <http://publichealth.lacounty.gov/eh/docs/healthresearch/existing-data-information.pdf>

8.1.1.2 Contractor and/or subcontractor(s) shall collect primary data to successfully achieve their aims. The Contractor and/or subcontractor(s) may use appropriate and validated clinical or physiological evaluations, appropriate and validated laboratory testing (using accepted and validated biomarkers), biospecimen repositories, appropriate and validated subject data collection methods (such as key informant interviews, questionnaires, and surveys), appropriate exposure assessment methods (such as soil vapor surveys, soil deposition or air dispersion modeling), and social and demographic data (such as population movement into

and out of the area, demographic profile, and presence of vulnerable populations).

Data collection may include self-reported exposures (e.g., natural gas odors) and health outcomes or indicators (e.g., subclinical psychological disease states). "Appropriate" here means data-collection and testing modalities that are consistent with good scientific and laboratory practice, in common use by scientific investigators, and not novel or specially constructed for this Health Study alone. "Validated" here means that the test parameters of the method are generally known or well-quantified with respect to sensitivity, specificity, reliability (accuracy and precision), and limitations.

### **8.1.2 Study Populations**

The Health Study(s), should include one or more well-defined study populations. Since the consequences of toxicological exposures on human health are particularly pertinent to vulnerable populations, the Contractor is strongly encouraged to address these groups, such as children, older adults, pregnant and/or nursing persons, people with underlying chronic disease, and communities of people of color or lower socioeconomic status. Additionally, at least one study population should focus on vulnerable populations with the highest likelihood of adverse outcomes associated with exposure to toxic substances during and/or following the disaster. The Contractor and/or subcontractor(s) shall use appropriate methods to identify residents at greatest risk as determined by the exposure assessment (see Paragraph 8.1.4, Exposure Assessment) or other data sources.

### **8.1.3 Community Involvement**

Contractor and/or subcontractor(s) are strongly encouraged to review community input collected prior to the release of the RFP which can found on the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/cag.htm>. Additionally, the Contractor and/or subcontractor(s) shall solicit additional input from community stakeholders to support successful development and implementation of the proposed Health Study(s) and optimize the extent to which the research is meaningful to the impacted communities.

Input shall be solicited from a wide range of community stakeholders, either on an ongoing basis or at specific time points using best practices of community engagement. For example, community input can be used to inform the development of research plans, protocols, data collection tools and materials as appropriate and applicable to the proposed study design, to ensure research approaches that are acceptable to the impacted

communities. Information on the lived experiences of community members who have been impacted by the Aliso Canyon Disaster can also be used at other time points throughout the health study(s) to support accurate knowledge production.

Community stakeholders are individuals who were impacted by the Aliso Canyon Disaster and/or by ongoing operations and may include, but are not limited to, residents of communities neighboring the Aliso Canyon gas storage facility, individuals who worked indoors or outdoors within the impacted communities during the blowout, and representatives of local schools, neighborhood councils and/or associations, businesses, social, cultural, and/or spiritual groups, and racial, ethnic, and linguistic minorities in the impacted area.

**The Health Study(s) shall include the following subcomponents, as applicable:**

#### **8.1.4 Exposure Assessment**

- 8.1.4.1 Contractor and/or subcontractor(s) shall assess potential toxic exposures (chemical, radiologic, or other) to residents in the communities neighboring the Aliso Canyon facility. The exposure assessment shall quantify toxic exposures experienced by residents of impacted communities before, during, and after the Disaster with as much specificity as possible. Using advanced exposure modeling to quantify toxic exposures is highly encouraged. The Contractor and/or subcontractor(s) may include environmental data collection, such as soil vapor surveys. An essential element of the exposure assessment is that the results shall be made readily available to the public. For example, model estimates can be made available via a user-friendly web portal which allows users to query model results based on geographic location and/or other pertinent variables.
- 8.1.4.2 The exposure assessment shall incorporate the study of exposure pathways, such as the mechanism(s) by which gas historically and/or currently may be escaping from the facility, and control for confounding factors, such as proximity to freeways and other sources of natural gas and constituents.
- 8.1.4.3 Contractor and/or subcontractor(s) are encouraged to use exposure assessment results to conduct a human health risk assessment of cancer and non-cancer health outcomes. If conducted, the health risk assessment shall focus on populations with the highest likelihood for exposure to the pollutants, chemicals and other potential pollutants during and/or following the Disaster.

8.1.4.4 Exposure assessment implementation activities shall include but are not limited to:

- Obtaining approval from the SOC on the exposure assessment plan (and health risk assessment plan, if applicable). The plan shall include but is not limited to the following tasks: selecting and compiling all pertinent data collected before, during, and after the course of the Disaster and if needed, collecting additional primary data; and assessing exposure including quantity and duration of exposure.
- If applicable, the health risk assessment plan shall include the use of exposure estimates to assess dose-response relationships of identified toxicants.
- Securing IRB approval from all participating institutions' IRBs as needed.
- Creating and uploading a data set of exposure estimates and other relevant measures to the data repository (refer to Paragraph 8.2) for use by contract staff and/or subcontractors.
- Completing a thorough draft report on the methods used, the findings, and the conclusions and implications of the exposure modeling (and health risk assessment if applicable) and submitting the draft report for peer-review by a body of third-party independent experts.<sup>b</sup>
- Addressing peer-review comments, making necessary revisions and submitting the updated draft report to the SOC for final review and approval.
- Disseminating findings in accordance with the approved community stakeholder communications plan (refer to Paragraph 8.3) as well as providing public access to exposure assessment results.

#### **8.1.5 Health, Quality of Life and Well-Being Assessment(s)**

Contractor and/or subcontractor(s) shall assess the health, quality of life and well-being of the residents of communities neighboring the Aliso Canyon gas storage facility. Communities within a five-mile radius south of the facility include Porter Ranch, Granada Hills, Chatsworth, and Northridge. Results of the exposure assessment (see Paragraph 8.1.4,

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<sup>b</sup> The peer-review panel will consist of subject matter experts who do not have financial or other special interests in the outcome of the review that could impair the objectivity of the review.

Exposure Assessment) shall inform the health outcomes assessment(s) and may also be used to inform quality of life and well-being assessment(s).

8.1.5.1 Areas of research interest for consideration to assess health outcomes include but are not limited to:

- Associations between current and/or past Aliso Canyon Disaster exposures, including concurrent exposures, and increases in risk and/or occurrences of cancer, respiratory, immunologic, neurologic, cardiovascular and mental health conditions, adverse birth outcomes, and worsened pre-existing chronic conditions;
- Associations between current and/or past Aliso Canyon Disaster exposures, including concurrent exposures, and increases in risk and *changes* in individual health status or chronic pre-existing conditions (such as asthma, chronic obstructive pulmonary disease, cardiovascular disease; and behavioral and/or mental health) based on evaluation and/or tracking of clinical data;
- Impact of the disaster on self-reported health status and the health of animals and/or pets<sup>c</sup>; and
- Changes in healthcare or service utilization

8.1.5.2 Areas of research interest for consideration to assess quality of life and well-being include but are not limited to:

- Associations between disaster-related stressors (such as residential and school relocations), trauma, and/or economic impacts (such as such as job absenteeism, loss of income, and job loss) and behavioral health indicators such as physical activity level, sleep, substance use, self-care and chronic disease self-management; and
- The impact of the disaster on social health, community health, functioning, and resilience.

8.1.5.3 Health, quality of life and well-being assessment(s) implementation activities shall include but may not be limited to obtaining approval from the SOC on the health, quality of life and well-being assessment(s) plan(s). The plan(s) shall outline, in detail, the research question(s), methodologies, and specific tasks.

The plan(s) shall include but is not limited to the following tasks:

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<sup>c</sup>Animals and/or pets include service animals and household pets owned by residents of the communities surrounding the Aliso Canyon gas storage facility.



- Finalizing data collection protocols, tools, and materials with input the SOC and submitting to the SOC and IRBs for approval;
- Pilot testing data collection protocols, tools, and materials, and revising as necessary;
- Selecting and compiling pertinent existing data if applicable;
- Collecting primary data using the tested and approved data collection tools; and
- Using appropriate qualitative and/or statistical analysis methods to assess relationships between exposures and/or disaster-related stressors and impacts on health, quality of life and well-being.

8.1.5.4 Securing Institutional Review Board (IRB) approval from all participating institution's IRBs as needed.

8.1.5.5 Completing a thorough draft research report of the health, quality of life and well-being assessment(s), that includes but is not limited to an introduction/background section, research question(s), methodology/instruments/study design used, documentation of implementation decisions including changes to protocols, findings/results, conclusions, implications, and a bibliography and submitting the report for peer-review by a body of third-party independent experts<sup>d</sup>.

8.1.5.6 Addressing peer-review comments, making necessary revisions, and submitting the updated draft research report to the SOC for final review and approval.

8.1.5.7 Disseminating findings in accordance with the approved community engagement and communications plan (see Paragraph 8.3, Community Stakeholder Communications).

## 8.2 Data Core

The Contractor and/or subcontractor(s) shall implement, update, and maintain a data repository for the duration of the Health Study. The data repository shall house all available data pertinent to and informative for the exposure assessment (see Paragraph 8.1.4, Exposure Assessment) and the health, quality of life and

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<sup>d</sup> The peer-review panel will consist of subject matter experts who do not have financial or other special interests in the outcome of the review that could impair the objectivity of the review.

well-being assessment(s) (see Paragraph 8.1.5, Health, Quality of Life and Well-Being Assessment(s)) and may include air monitoring data.<sup>e</sup>

8.2.1 Contractor and/or subcontractor(s) shall access the repository to upload new data, download existing data, and edit data as needed. The data repository may also include a web portal that allows contractor's staff and/or subcontractors to query the data by multiple variables.

8.2.2 Data core implementation activities shall include but are not limited to:

Obtaining approval from the SOC on the proposed data integration and management plan. The data integration and management plan shall include quality control and data security measures to protect personal identifying information and personal health information for both qualitative and quantitative data and shall also include, but shall not be limited to, the following tasks: selecting, compiling, cleaning, and coding all pertinent data collected before, during, and after the course of the blowout; to the degree allowable, integrating the data into a secure relational database; and upon completion of the Health Study, submitting cleaned, de-identified dataset(s) and the respective codebook(s) to Public Health.

Additional tasks may include:

Developing a user-friendly web portal that allows data to be accessed by contract staff, and/or subcontractors, and developing informational resources to support the use of the database including a codebook, 'read me' file(s), a frequently asked questions webpage, etc.

8.2.3 Providing technical support to data repository, and web portal users if applicable, for the duration of the Health Study.

8.2.4 Updating the data repository with new data as available for the duration of the Health Study.

8.2.5 Maintaining the data repository, and web portal tools and resources if applicable, for the duration of the Health Study.

### **8.3 Community Stakeholder Communications**

Due to the community concerns about the Aliso Canyon Disaster and the potential for future disasters, the Contractor and/or subcontractor(s) shall develop and implement a community stakeholder communications plan that includes knowledge translation strategies to disseminate research findings to diverse audiences.

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<sup>e</sup> Refer to a summary of existing data related to the Aliso Canyon Disaster and gas storage facility available on the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/hrs.htm>

The community stakeholder communications plan must ensure that research findings related to community health and resilience are transferred to the communities impacted, entities responsible for monitoring oil and gas facilities, and entities responsible for community preparedness, response, and recovery.

The Contractor shall coordinate with Public Health program staff and the Public Health Office of Communications and Public Affairs to inform community stakeholders about the Health Study, respond to public inquiries, and disseminate research findings.

### **8.3.1 Deliverables:**

8.3.1.1 In addition to detailed technical reports in Paragraph 8.1.4, Exposure Assessment and Paragraph 8.1.5, Health, Quality of Life and Well-Being Assessment(s), and making exposure assessment results readily available to the public (refer to Paragraph 8.1.4, Exposure Assessment) deliverables to be included in the community stakeholders communications plan shall include but not be limited to:

- Semi-annual progress updates;
- PowerPoint or poster presentation(s); and
- Final summary report in lay language (Flesch reading ease score of 70 or higher, or equivalent) that includes an introduction/background section, research questions, methods used, findings, conclusions, implications and recommendations of the Health Study(s) conducted.

8.3.1.2 Contractor and/or subcontractor(s) may also be requested to communicate findings through various other channels and formats (e.g., meetings, press releases, policy briefs among others). Study results shall be reported to the SOC, Public Health, and the community prior to presentation elsewhere or submission of manuscripts for publication in peer reviewed manuscripts. In addition, the Contractor and/or subcontractors shall provide the SOC and Public Health advance notice and the opportunity to review research manuscripts before their submission to peer-reviewed scientific journals.

8.3.1.3 Implementation activities shall include the following:

Obtaining approval from the SOC on the community stakeholder communications plan. The plan shall include but is not limited to the following tasks:

- Periodically developing public-facing progress updates and content for the Health Study website: <http://publichealth.lacounty.gov/eh/healthresearch/index.htm>;
- Participating in community events (e.g., community meetings, town halls, open houses) that are organized and facilitated by Public Health and disseminating research findings to stakeholders once the findings have been peer-reviewed and finalized.

8.3.1.4 Using knowledge translation strategies and best practices in risk and science communications when providing the required community stakeholder communications deliverables.

#### **8.4 Evaluating Merits for Continuing Health Study**

As mandated by the Consent Decree, at the conclusion of the third year of the Health Study, the SOC will evaluate the merits of continuing the Health Study and estimate how many additional years are warranted by no later than 60 days into the fourth year of the Health Study. If the SOC concludes that the Health Study should be continued, then it shall continue for another year. Following the initial evaluation, the SOC will conduct evaluations on an annual basis with a formal determination on whether to continue the Health Study to be made not more than 60 days into the next 12-month period of the Health Study, until the Health Study's completion. If the SOC, in its sole discretion, determines that the Health Study is not likely to meet its specific goals and decides not to continue the Health Study, upon notice by the County, the Contractor must stop services under the Contract, not incur further expense, and return any unspent funds to the County.

#### **8.5 Provide Post-Health Study Consultation to the SOC and Public Health**

Upon conclusion of the Aliso Canyon Disaster Health Research Study, Contractor shall provide consultation to the SOC and Public Health as needed to respond to any additional questions or inquiries until the end of the Contract term.

**EXHIBIT I**

**EXHIBIT B**

**SCOPE(S) OF WORK**

**FOR**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**ALISO CANYON DISASTER HEALTH RESEARCH  
STUDY SERVICES**

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK – GOALS AND OBJECTIVES

**CONTRACTOR’S NAME:** The Regents of the University of California, Los Angeles

**PROJECT TITLE:** Aliso Canyon Disaster Health Research Study Services

**RESEARCH QUESTION OR GOAL:** 1. To assemble comprehensive data on exposures that could affect health in the affected communities for use in our epidemiological studies (Exposure Core).

## EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
1.1 Execute subawards with contractors supplying services to the Exposure Core by 1 <sup>st</sup> of February, 2023.	1.1.1. Work with subcontracts from PSE Healthy Energy (PSE), UC Davis (UCD), Oregon State University (OSU), New York University (NYU), California State University Sacramento (CSUS), Dr. Tom McKone, Steve Clark, and Dr. Daniel Cusworth	01/11/2022–01/02/2023	All subawards will be approved by Ms. Alice-Young Singleton and her staff at OCGA.	Dr. Michael Jerrett, Dr. Diane Garcia-Gonzales, Ms. Christina Batteate, and Mr. Adrian Manalang	Executed subawards with each subcontractor in place by 01-02-2023
1.2 Obtain IRB Approval by 1 <sup>st</sup> of May, 2023	1.2.1. Obtain IRB approval for all relevant parties, i.e., UCD, OSU, Dr. McKone and Dr. Cusworth as required pending determinations from the UCLA Committee on the Protection of Human Subjects advice on what parties need to be named in the IRB approval.	01/11/2022–01/05/2023	Ensure all subcontractors have CITI certification and IRB approval either at their own institution or UCLA as appropriate	Dr. Michael Jerrett, Dr. Diane Garcia-Gonzales, Ms. Christina Batteate	IRB approvals certificates for all parties
1.3 Obtain approval from the Scientific Oversight Committee (SOC) for Methods by 1 <sup>st</sup> of May, 2023	1.3.1. Prepare detailed draft plan for submission to the SOC by 1 <sup>st</sup> of April 2023 that documents proposed exposure assessment and health risk assessment methods and proposed data.	01/11/2022–01/05/2023	SOC will evaluate the draft exposure assessment and health risk assessment plan	Dr. Michael Jerrett and all members of the exposure core.	Draft methodology document
	1.3.2. Meet in person or online with the SOC to present the methods and receive feedback	01/11/2022–01/05/2023		Dr. Michael Jerrett and all members of the exposure core.	SOC meeting minutes
	1.3.3. Modify the plan after feedback from the SOC	01/11/2022–01/05/2023	Revisions will be made as suggested by the SOC.	Dr. Michael Jerrett and all members of the exposure core.	SOC approved plan for exposure assessment and health risk assessment
1.4 Assess population mobility during the blowout and afterward to refine exposure assessment, by 1 <sup>st</sup> of August, 2024.	1.4.1. Obtain data from LACDPH and other sources on relocations during the event.	01/08/2023–01/08/2024	Search LACDPH data and literature.	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales	Comprehensive database
	1.4.2. Consult cadaster ownership at the LA County Assessor's Office to assess residential land sales during and after the event.	01/08/2023–01/08/2024	Obtain residential land sales data	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales	Mobility database

# EXHIBIT I

	1.4.3 Use Lexus-Nexus service to track mobility.	01/08/2023–01/08/2024	Obtain Lexus Nexus mobility information	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales	Mobility database
	1.4.4 Include questions on the health survey about residential history.	01/08/2023–01/08/2024	Obtain self-reported mobility data	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales	Mobility database
	1.4.5 Assess the completeness of the mobility data by comparing different data sources	01/08/2023–01/08/2024	Assessment of mobility datasets summary	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales	Comprehensive mobility database
	1.4.6 Evaluate changes in exposure due to mobility during and after the event.	01/08/2023–01/08/2024	Summary of changes in exposure due to mobility	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales	Adjusted exposure assignment.
	1.4.7 Prepare a summary of the findings.	01/08/2023–01/08/2024	Summary of findings	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales	Summary on findings of population mobility assessment which includes a comparison of exposure data on individuals who evacuated during the blowout with those who stayed.
1.5 Create relational databases, general structure of repository and web portal to support source characterization, exposure measurement and modeling by the 30 <sup>th</sup> of October, 2024.	1.5.1. Implement data integration and quality assurance standards.	01/11/2022–30/10/2024	Search LACDPH data and literature; compile into database format; conduct quality control.	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales Note: Dr. Liu will oversee team that builds databases & repository	Comprehensive database for exposure reconstruction and estimation.
	1.5.2. Collect data from enhanced air monitoring and symptom reporting systems.	01/11/2022–30/10/2024	Assembled data uploaded to repository.	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales Note: Dr. Liu will oversee team that builds databases & repository	Report to Public Health and SOC
	1.5.3. Prepare data summaries for public access.	01/11/2022–30/10/2024	Complete summary reports on key data sources.	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales Note: Dr. Liu will oversee team that builds databases &	Data summaries



# EXHIBIT I

				repository	
1.6 Measure particles and air toxics at 40 homes twice (20 affected areas and 20 control areas) indoors and outdoors using low-cost and reference grade sensors by 31 <sup>st</sup> of December, 2024.	1.6.1. Recruit people to host the monitors from the survey sample groups.	01/04/2023–31/12/2024	Identify resident hosts	Dr. Jerrett (Exposure Core Lead)/Dr. Zhu	Contact list of resident hosts
	1.6.2 Deploy monitors	01/04/2023–31/12/2024	Monitors deployment in residential homes	Dr. Jerrett (Exposure Core Lead)/Dr. Zhu	Monitor inventory list with deployment dates
	1.6.3 Conduct quality assurance	01/04/2023–31/12/2024	Data assurance analyses	Dr. Jerrett (Exposure Core Lead)/Dr. Zhu	Quality assurance data summary
	1.6.4 Develop model to estimate indoor and outdoor air pollutants for risk assessment.	01/04/2023–31/12/2024	Assess differences between the control and comparison communities; compare levels to those found in urban areas of Los Angeles; compare co-located samples for consistency	Dr. Jerrett (Exposure Core Lead)/Dr. Zhu	Air toxics data made available via web interface  Data for cross-validation of exposure models.  Reports of measured concentrations prepared for community members
1.7 Characterize blowout and ongoing releases of methane to inform exposure modeling by 1 <sup>st</sup> of February, 2025.	1.7.1. Identify trace substances in natural gas, which leak both routinely and through the blowout disaster.	01/02/2023-01/02/2025	Conduct in home sampling of unburned natural gas directly from stoves with laboratory analysis to calculate ratios of health-damaging pollutants to methane in residential natural gas near the AC facility.	Dr. Jerrett (Exposure Core Lead)/PSE/Dr. Marlier	Report summarizing methods of analysis and results describing the mixing ratios of health-damaging air pollutants present in residential natural gas near the AC facility.
	1.7.2. Identify particles and gases from the soil and residual oil remaining in the depleted oil reservoir.	01/02/2023-01/02/2025	Assemble all available data on particle measurement on or near the facility.	Dr. Jerrett (Exposure Core Lead)/Dr. Marlier	Report summarizing and synthesizing materials.
	1.7.3. Estimate emissions associated with routine operations of the facility and from other heavy equipment running on diesel fuel to support the atmospheric	01/02/2023-01/02/2025	Use remote sensing to identify methane releases before, during and after the event.	Dr. Jerrett (Exposure Core Lead)/Dr. Marlier	Detailed database on methane emissions and air toxic before, during and after the blowout event.

# EXHIBIT I

	modeling and the health modeling.				
1.8 Estimate risk of exposure based on measures of exposure obtained from sampling and models, calculate risk using metrics that are relative, such as margin of exposure, and absolute, such as cancer probability. Make use of the existing risk literature and standard CalEPA risk protocols to obtain results that are achievable, timely and relevant to community concerns about cancer and other health outcomes by 1 <sup>st</sup> of June, 2025.	1.8.1. Update literature review on health effects of pollutants associated with natural gas and storage facilities.	01/02/2023–01/08/2023	Assess literature for health risks and develop risk assessments.	Dr. Jerrett (Exposure Core Lead)/Drs. McKone and Garcia-Gonzales	Updated literature review.
	1.8.2. Develop separate models of both outdoor and indoor exposure.	01/09/2023–01/04/2025	Compare to other available literature.	Dr. Jerrett (Exposure Core Lead)/Drs. McKone and Garcia-Gonzales	Models of outdoor and indoor exposure.
	1.8.3. Integrate indoor and outdoor exposure models to assess cumulative exposures.	01/08/2024–01/06/2025	Follow CalEPA protocols for making quantitative risk calculations.	Dr. Jerrett (Exposure Core Lead)/Drs. McKone and Garcia-Gonzales	Integrated indoor and outdoor exposure models.
	1.8.4. Based on current health-risk literature, combine indoor and outdoor exposure assessments with dose-response models to characterize risk for cancer and non-cancer outcomes for air toxics and particulate matter exposures.	01/01/2025–01/06/2025	Make use of current dose-response models from the literature and from regulatory agencies.	Dr. Jerrett (Exposure Core Lead)/Drs. McKone and Garcia-Gonzales	Report on the modeling of indoor exposures from natural gas for use in the cumulative and comparative risk assessments.
1.9 Calibrate WRF/Chem and plume flow models to estimate methane concentrations from the site during the blowout and during routine conditions by 31 <sup>st</sup> of January, 2026.	1.9.1. Compile meteorological and topographic data.	01/02/2023 – 30/04/2023	Obtain meteorological and topographic data	Dr. Jerrett (Exposure Core Lead)/Dr. Kleeman	Meteorological and topographic database
	1.9.2. Run WRF/Chem with Large Eddy Simulation.	01/05/2023 – 31-01/2026	Complete WRF/Chem runs	Dr. Jerrett (Exposure Core Lead)/Dr. Kleeman	Finalized model runs
	1.9.3. Apply ratios of air toxics to methane to develop air toxic fields.	01/12/2023 - 31/05/2024	Air toxic fields developed	Dr. Jerrett (Exposure Core Lead)/Dr. Kleeman	Fields finalized
	1.9.4. Compare predictions to in situ monitoring.	01/06/2024 - 31/12/2024	Completed comparisons between methods	Dr. Jerrett (Exposure Core Lead)/Dr. Kleeman	Comparison summary
	1.9.5. Conduct sensitivity analyses.	01/01/2025 - 31/12/2025	Completed sensitivity analyses	Dr. Jerrett (Exposure Core Lead)/Dr. Kleeman	Sensitivity analyses summary

# EXHIBIT I

	1.9.6. Compare to other publicly available estimates.	01/06/2025 - 31/01/2026	Completed comparisons	Dr. Jerrett (Exposure Core Lead)/Dr. Kleeman	Comparison summary.
1.10 Develop spatiotemporal estimates of exposure from the blowout and during routine operation to support public education and health studies by 1 <sup>st</sup> of March, 2026.	1.10.1. Determine spatiotemporal air toxics and methane concentrations in the affected communities.	01/06/2025–01/03/2026	Assimilate above-mentioned data in a Bayesian space-time model for deriving small-area predictions for inclusion in the health studies.	Dr. Jerrett (Exposure Core Lead)/Dr. Banerjee	Summary of statistical outputs.
	1.10.2. Develop estimates of uncertainty of the estimates.	01/06/2025–01/03/2026	Uncertainty estimates	Dr. Jerrett (Exposure Core Lead)/Dr. Banerjee	Standard error outputs for mapping.
1.11 Complete draft report on methods and findings by 1 <sup>st</sup> of February, 2026.	1.11.1. Complete a thorough draft report on the methods used, the findings, and the conclusions and implications of the exposure modeling and health risk assessment. Obtain approval from the SOC on the draft report.	01/06/2025–01/02/2026	Internal peer review from team members with relevant expertise.  SOC comments and responses to these comments.	Dr. Jerrett (Exposure Core Lead)/Drs. McKone and Garcia-Gonzales	Approved draft report, supporting quality assurance and control documents.  Responses to SOC comments.  Technical appendices that provide more detailed assessments.
	1.11.2. Submit the draft report for peer-review by a body of third-party independent experts. Experts will be selected in consultation with Public Health and the SOC.	01/02/2026–01/06/2026	Independent peer review assessment.	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales and all members of the Exposure Core	Draft report for peer-review.
1.12 Address peer review and update draft report on methods and findings by 1 <sup>st</sup> of February, 2027.	1.12.1. Revise report as recommended by peer reviews if comments are sensible and can be implemented without affecting the integrity of the methods and findings.	01/06/2026–01/10/2026	Internal evaluation and discussion of the peer review comments.	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales and all members of the Exposure Core	Revised report addressing peer-review comments and supporting quality assurance and control documents.  Technical appendices that provide more detailed assessments

# EXHIBIT I

	1.12.2. Prepare detailed written response to peer review documenting changes to the report and areas where we were unable to change the report as recommended by peer reviewers.	01/10/2026–01/02/2027	Response to reviews to allow peer reviewers to comment again if they wish to have further changes to the report	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales and all members of the Exposure Core	Response to peer reviews
1.13 Disseminate findings to community and provide public access to the exposure assessment results by 1 <sup>st</sup> of June, 2027.	1.13.1. Finalize and distribute the risk assessment report in accordance with the approved community stakeholder communications plan.	01/10/2026–01/06/2027		Dr. Jerrett (Exposure Core Lead)/Drs. McKone and Garcia-Gonzales	Final risk assessment report.
	1.13.2. Write plain language summary and prepare infographics as appropriate in consultation with the Administrative Core and Community Engagement Core.	01/10/2026–01/02/2027	Internal review of materials and website with systematic evaluation of website with potential user groups.  External review of materials by technical writer.	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales/Dr. Pourat for communications materials/Drs. Eisenman and Ceppos	Lay summaries and infographics
	1.13.3. Develop website to present the data and make it available to interested parties	01/10/2026–01/06/2027	Obtain structured feedback from community users, the SOC, and from Public Health	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales/Dr. Pourat for communications materials/Drs. Eisenman and Ceppos	Website developed
	1.13.4. Distribute to community members the written materials and webinars	01/01/2027–01/06/2027	Technical writer to review all materials for lay audience presentation	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales/Dr. Pourat for communications materials/Drs. Eisenman and Ceppos	Written materials and webinars distributed
	1.13.5. Hold a community consultation meeting to share and explain results.	01/01/2027–01/06/2027	Structured feedback from community members on usefulness of materials and meeting	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales/Dr. Pourat for communications	Reports on evaluations by user groups  Reports on public consultation and

## EXHIBIT I

				materials/Drs. Eisenman and Ceppos	engagement activities.
1.14 Publish findings in peer-reviewed journals by the 31 <sup>st</sup> of October 2027.	1.14.1 Complete drafts of peer reviewed manuscript(s)	01/01/2027	Peer-reviewed manuscript draft ready for internal review	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales and all members of the Exposure Core	Draft manuscript(s) – internal review version
	1.14.2 Provide the SOC and Public Health advance notice and the opportunity to review research manuscripts before their submission to peer-reviewed scientific journals	01/06/2027	Peer-reviewed manuscript draft ready for SOC and DPH review	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales and all members of the Exposure Core	Draft manuscript(s) – SOC/DPH review version
	1.14.3 Submit manuscripts and respond to reviewers	31/10/2027	Final manuscript(s) submitted to appropriate journals	Dr. Jerrett (Exposure Core Lead)/Dr. Garcia-Gonzales and all members of the Exposure Core	Final manuscript(s)

**COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK – GOALS AND OBJECTIVES**

**CONTRACTOR'S NAME:** The Regents of the University of California, Los Angeles

**PROJECT TITLE:** Aliso Canyon Disaster Health Research Study Services

**RESEARCH QUESTION OR GOAL:** 2. To determine impact of blowout on human health and well-being (Health & Well-being Core)

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
2.1 Obtain IRB Approval by 1 <sup>st</sup> of May, 2023.	2.1.1. Obtain IRB approval from the UCLA and California Committees on the Protection of Human Subjects as needed.	01/11/2022 – 01/05/2023	Ensure all project staff have CITI certification	Drs. Robbins, Ritz, Pourat, Liu, Meng	IRB approvals certificates from UCLA and State of California
2.2 Obtain approval from the Scientific Oversight Committee (SOC) for Methods by 1 <sup>st</sup> of May, 2023.	2.2.1. Prepare detailed draft plan for submission to the SOC by 1 <sup>st</sup> of April 2023, that documents proposed health and well-being methods and proposed data.	01/11/2022 – 01/05/2023	SOC will evaluate the health and well-being analysis plan	Dr. Robbins and all members of the health and well-being core.	Draft health and well-being analysis plan.
	2.2.2. Meeting in person or online with the SOC to present the methods and receive feedback	01/11/2022 – 01/05/2023	Schedule additional meetings when needed to discuss and get feedback on any changes to the plan.	Dr. Robbins and all members of the health and well-being core.	SOC meeting minutes. Annual health and well-being Core meetings to ensure overall coherency with the needs of the exposure data.
	2.2.3. Modify the plan after feedback from the SOC	01/11/2022 – 01/05/2023	Revisions will be made as suggested by the SOC.	Dr. Robbins and all members of the health and well-being core.	SOC approved plan for health and well-being impact assessment.
2.3 Determine adverse birth events and birth outcomes associated with exposure by 1 <sup>st</sup> of February, 2027.	2.3.1. Assess influence of exposure on adverse birth outcomes in a longitudinal Cohort of ~80,000 pregnancies (Preterm birth, term low birth weight, preeclampsia, gestational diabetes, gestational hypertension). Retrieve birth	01/11/2022 - 01/02/2023	Internal peer review from team members with relevant expertise	Dr. Ritz (Health Core-Co-lead), Dr. Paul (Sub-Core Lead)	Retrieved birth records.

# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	records (BC).				
	2.3.2. Link BCs to exposure data	01/11/2023 - 01/02/2024	Internal peer review from team members with relevant expertise	Dr. Ritz (Health Core-Co-lead), Dr. Paul (Sub-Core Lead)	Linked birth record and exposure data. Draft description of linkage details (linkage criteria and process) for draft report.
	2.3.3. Conduct analyses and write a draft publication/report	01/11/2024 - 01/02/2025	Internal peer review from team members with relevant expertise	Dr. Ritz (Health Core-Co-lead), Dr. Paul (Sub-Core Lead)	Draft report and supporting quality assurance and control documents.  Technical appendices that provide detailed assessments when necessary.
	2.3.4. Retrieve 1700 blood spots from affected and 900 blood spots from control communities to assess influence of exposure on infant metabolome via neonatal blood spots conducting LC-MS and GC-MS based analyses for preterm births, term low birth weight (metabolomics & exposomics). Gain IRB permission and retrieve blood spots from state lab.	01/11/2022 - 01/02/2023	Internal peer review from team members with relevant expertise	Dr. Paul (Sub-Core Lead); Dr. Ritz (Health Core-Co-lead)	Blood spots retrieved from state lab.
	2.3.5. Blood spots to be sent to Emory lab for extraction and analysis	01/11/2023 - 01/02/2025	Follow lab quality assurance protocols including triplicate sample analysis, pooled reference samples, and use of internal standards	Dr. Paul (Sub-Core Lead); Dr. Ritz (Health Core-Co-lead)	Blood spot extraction and analysis completed. Draft description of blood extraction and analysis methods for draft report.

# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	2.3.6. Metabolomics and exposomics analyses and draft publication/report writing	01/11/2025 - 01/02/2027	Internal peer review of analysis protocol from team members with relevant expertise	Dr. Paul (Sub-Core Lead); Dr. Ritz (Health Core-Co-lead)	Draft report of metabolomics and exposomics analysis
2.4 Determine if individuals in affected communities show more clinical signs and symptoms of chronic diseases: Clinical Assessment by 30 <sup>th</sup> of July, 2027.	2.4.1. Assess clinical signs, symptoms, and biomarkers of chronic diseases in 400 adults and seniors in affected communities and 200 in control communities. Assemble clinical team, confirm licenses and certifications, provide training as needed, confirm local field collaboration sites. Obtain and organize supplies.	01/11/2022 – 01/11/2023	Trial field runs including collection, preparation of biological samples, spirometry, health history data, data management, data uploads, followed by iterative PDSA cycles.	Drs. Araujo, Robbins, Ritz (Core Co-Leads)	Draft report and supporting quality assurance and control documents.  Draft report with documentation of clinical team licenses, certifications, training completed and confirmation of field sites.  Draft report on PDSA cycles, and final SOPs.
	2.4.2. Resident Health Survey team works with the clinical team to schedule and prepare individuals for the in-person clinical assessments.	01/12/2023 – 30/06/2026	Internal peer review from team members with relevant expertise.	Drs. Araujo, Robbins, Ritz (Core Co-Leads)	Documentation of 600 appointments scheduled and completed.
	2.4.3. Collect clinical data and biomarkers. Prepare and ship to Emory lab for metabolomics, transfer to UCLA Pathology Labs for CBC, diff, platelets; IL-6; NF-κB, TNFα or PAI1, hs-CRP; BNP. Explore feasibility of MGUS assay. Draft report, supporting QA/QC documents, and technical appendices.	15/01/2024 30/07/2027	Continuing peer review with Resident Health Survey team and other internal and external experts with relevant experience.	Drs. Araujo, Robbins, Ritz (Core Co-Leads)	Draft report and supporting quality assurance and control documents.  Technical appendices that provide detailed assessments when necessary.  Responses to peer reviews.



# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
2.5 Determine if individuals in affected communities show more clinical signs and symptoms of chronic diseases: Resident Health Survey (includes Mental Health Assessment) by 30 <sup>th</sup> of September, 2027.	2.5.1. Develop comprehensive survey instrument, covering wide domains of information such as health behavior, cancer issues (also including cancer information of neighbor(s) who already moved out, if any), mobility and relocation, physical and mental health, social function, quality of life and wellbeing.	01/11/2022 – 30/06/2023	Completeness of domain coverage	Dr. Liu, Dr. Wang, Steve Clark (STS consultant)	Final survey instrument
	2.5.2. Sampling and recruitment	01/07/2023 – 30/10/2023	Randomness and representativeness of sample	Dr. Liu, Dr. Wang, Steve Clark (STS consultant)	Sampling algorithm and recruitment strategy
	2.5.3. Development of data collection platform	01/11/2023 – 31/03/2024	Internal review of materials	Dr. Liu, Dr. Wang, Steve Clark (STS consultant)	Data collection web site, hardcopy instrument
	2.5.4. Fielding data collection	01/04/2024 – 31/12/2026	User friendly and easy to follow  Check percent of missing on questions/items in responses	Dr. Liu, Dr. Wang, Steve Clark (STS consultant)	Fielding data collection logs
	2.5.5. Data checking and analyses to compare health outcomes (including cancer) between affected and control communities	01/01/2024- 30/09/2027	Generalized additive model, propensity score and machine learning modeling for health outcomes (including cancer)	Dr. Liu, Dr. Wang, Steve Clark (STS consultant)	Summary analyses results
	2.5.6. Assess the risk of adverse mental health conditions, well-being, and quality of life	01/07/2024- 30/06/2027	Qualitative survey data	Drs. Eisenman, Liu and Meng Sub-Core Leads	Draft summary report of the direct and indirect mental health effects of exposure and subsequent mitigation among individuals, households, and communities.
	2.5.7. Assess associations between disaster-related stressors and social health, community health, functioning, and resilience.	01/07/2024- 30/06/2027	Six Focus Groups within a five-mile radius of the gas leak.	Drs. Eisenman, Liu and Meng Sub-Core Leads	

# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
2.6 Conduct Health Utilization Data Analysis by 31 <sup>st</sup> of September, 2026.	2.6.1. Obtain available data on service utilization from private and public providers or payers (e.g., UCLA, Kaiser, Anthem), clean and merge data as needed, create service utilization measures (e.g., primary care and specialty care visits, laboratory tests, emergency department visits, hospitalizations) and construct a control group using exposure and control geographic areas.	01/11/2022 – 31/07/2024	IRB approval for and access to external data  Cohort generated and summarized	Dr. Pourat Sub-Core Lead	Database of service utilization before, during and after the blowout event for the blowout and control areas.
	2.6.2. Link data with other data such as exposure for more specific assessment as feasible.	01/01/2024— 31/07/2024	Matching results	Dr. Pourat Sub-Core Lead	Database of service utilization merged with exposure data as feasible.
	2.6.3. Assess disaster impact using regression models	01/08/2024 – 31/01/2025	Assess disaster impact using quasi experimental design including doubly robust Difference-in-difference analyses	Dr. Pourat Sub-Core Lead	Comparison of outpatient and acute service use following the disaster in affected communities compared to populations residing in control communities.
	2.6.4. Repeat the above steps to obtain additional years of data and the analyses.	01/02/2025 – 31/09/2026	Assess disaster impact using quasi experimental design including doubly robust Difference-in-difference analyses	Dr. Pourat Sub-Core Lead	Comparison of outpatient and acute service use following the disaster in affected communities compared to populations residing in control communities.
2.7 To obtain and prepare CHIS data for the exposure assessment and impact analyses by 1 <sup>st</sup> of November, 2025.	2.7.1. Develop outcome and covariate measures using CHIS 2011-2021 data.	01/02/2023 – 01/05/2023	Complete the outcome and covariate measures	Dr. Meng, Sub-Core Lead	Report of the analytical database with the outcome and covariate measures

# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	2.7.2. Using propensity score to create a control sample.	01/05/2023 – 01/07/2023	Complete the creation of a control sample using the same variables		Report of a control sample with propensity score matching statistics
	2.7.3. Conduct descriptive analyses of outcomes and covariate	01/07/2023— 01/01/2023	Complete tables of distributions of outcome and covariates		Report with tables with % distributions of outcomes by covariates
	2.7.4. Add new samples from newly collected CHIS data (e.g.2022-2023) and Health Survey Data	01/11/2023— 01/11/2025	Add new samples when the new data are collected and cleaned.		Report descriptive statistics of newly added samples
2.8 To assess whether there is an increased chemical exposure from the blowout in the affected communities than those in the control communities by 1 <sup>st</sup> of January, 2026.	2.8.1. Link CHIS respondents' home addresses to exposure data developed by the exposure core.	01/01/2024— 01/01/2026	Link CHIS data with various indoor, outdoor, and other exposure metrics	Dr. Meng, Sub-Core Lead	Report of linked data and exposure statistics for the study samples, including pre and post, exposed and control groups
	2.8.2. Examine the exposures levels		Complete exposure analyses		Report of exposure differences between the exposed and control groups
2.9 To examine whether chemical exposures from the blowout are associated with increased risks of adverse physical (i.e. CT scan for lung cancer), mental and social/community health among residents in the affected communities in comparison with those in the before period and in control areas by 1 <sup>st</sup> of March, 2027.	2.9.1. Conduct multi-regression analyses.	01/06/2024 – 01/03/2027	Complete regression analyses	Dr. Meng, Sub-Core Lead	Report of regression results with odds ratio and Confidence intervals (C.I)
	2.9.2. Conduct difference-in-difference (DD) analyses.		Complete assessments of associations between exposure and outcomes		Report of DD results with comparisons between before and after the blowout in the affected communities and a comparison of the Aliso community with the control areas

# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
2.10 To identify whether there are any vulnerable population groups, such as the elderly, children, and women, that may be at increased risk of health conditions from specific exposures by 1 <sup>st</sup> of June, 2027.	2.10.1. Conduct bivariate and univariate analyses	01/12/2024— 01/06/2027	Identify increased risks of adverse physical, mental and social/community health among residents in the affected communities	Dr. Meng, Sub-Core Lead	Report of the results of vulnerable population analyses
	2.10.2. Conduct analyses with interaction terms.		Identify vulnerable populations		
2.11 To order and analyze data from California Health Map and California Cancer Registry system on cancer incidence in affected and control communities by 1st of January, 2027.	2.11.1 Consult scientific literature and community on cancers to be included in analysis	01/05/23	Literature review	Drs. Araujo, Robbins, Ritz (Core Co-Leads) and Drs. Jerrett, Liu, Eisenman, Pourat, Banerjee, Molitor	Summary of Literature
	2.11.2 Request individual level data	01/06/24	Quality control forms	Drs. Pourat, Liu, Robbins, Ritz, Wang, Banerjee	Completed Quality control forms
	2.11.3 Retrospective data procurement for affected and control communities				
	2.11.4. Quality control of cancer data in line with accepted standards for accepted cancers				
	2.11.5 Conduct various statistical analysis on cases to see if there are higher rates of cancer in affected and controls	01/06/25	DiD and Cluster analysis complete	Drs. Jerrett, Banerjee, Molitor	Summary of statistical outputs and uncertainty estimates
	2.11.6 Geocode cases at time of incidence and assign related exposures to assess possible exposure-specific roles	01/01/2027	% matched cases to exposures	Drs. Jerrett, Banerjee, Molitor	Summary of results

# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
2.12 Complete draft report on methods and findings by 31 <sup>st</sup> of January, 2027.	2.12.1. Complete a thorough draft report on the methods used, the findings, and the conclusions and implications of the health and well-being study impact. Obtain approval from the Scientific Oversight Committee (SOC) on the draft report.	01/10/2026 – 31/01/2027	Internal peer review from team members with relevant expertise  SOC comments and responses to comments	Dr. Robbins (Health and Well-being Core Lead) and all members of the Core	Approved draft report and supporting quality assurance and control documents  Responses to SOC comments.  Technical appendices that provide more detailed assessments
	2.12.2. Submit the draft report for peer-review by a body of third-party independent experts.	01/10/2026 – 31/01/2027	Independent peer review assessment	Dr. Robbins (Health and Well-being Core Lead) and all members of the Core	Draft report and technical appendices that provide more detailed assessments for peer review
2.13 Address peer review and update draft report on methods and findings by 30 <sup>th</sup> of May, 2027.	2.13.1. Revise report as recommended by peer reviews if comments are sensible and can be implemented without affecting the integrity of the methods and findings.	01/02/2027- 30/05/2027	Internal evaluation and discussion of the peer review comments	Dr. Robbins (and all members of the Health and Well-being Core	Revised draft report addressing peer-review comments and supporting quality assurance and control documents  Technical appendices that provide more detailed assessments
	2.13.2. Preparing detailed written response to peer review documenting changes to the report and areas where we were unable to change the report as recommended by peer reviewers.	01/02/2027- 30/05/2027	Response to reviews to allow peer reviewers to comment again if they wish to have further changes to the report	Dr. Robbins (and all members of the Health and Well-being Core	Response to peer reviews  Revised report addressing peer review comments

# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
2.14 Disseminate findings to community and provide public access to the health and well-being analyses results by 30 <sup>th</sup> of October, 2027.	2.14.1. Write plain language summary and prepare infographics as appropriate in consultation with the Administrative Core and Community Engagement Core.	01/06/2027-30/10/2027	Internal review of materials and website with systematic evaluation of website with potential user groups.  External review of materials by technical writer.	Dr. Robbins (Health and Well-being Core Lead)/Dr. Pourat for communications materials	Lay summaries and infographics
	2.14.2. Develop website to present the data and make it available to interested parties	01/06/2027-30/10/2027	External review of materials by technical writer.	Dr. Robbins (Health and Well-being Core Lead)/Dr. Pourat for communications materials	Website developed
	2.14.3. Distribute to community members the written materials and webinars	01/06/2027-30/10/2027	Technical writer to review all materials for lay audience presentation.  Structured feedback from community members on usefulness of materials and meeting	Dr. Robbins (Health and Well-being Core Lead)/Dr. Pourat for communications materials	Written materials and webinars.
	2.14.4. Hold a community consultation meeting to share and explain results.	01/06/2027-30/10/2027	Structured feedback from community members on usefulness of materials and meeting	Dr. Robbins (Health and Well-being Core Lead)/Dr. Pourat for communications materials	Reports on public consultation and engagement activities.  Reports on evaluations by user groups.

**COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK – GOALS AND OBJECTIVES**

**CONTRACTOR'S NAME:** The Regents of the University of California, Los Angeles

**PROJECT TITLE:** Aliso Canyon Disaster Health Research Study Services

**RESEARCH QUESTION OR GOAL:** 3. To establish a data repository that will house all data from the exposure and health and well-being assessments acquired from primary data and secondary data collection (Data Core).

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
3.1 Conduct Data Process, Management, and Linkages, and Quality Control for project duration.	3.1.1. Obtain approval from the SOC on the proposed data integration and management plan, submitted by 1 <sup>st</sup> of April 2023.	01/11/2022-31/04/2023	SOC will evaluate the proposed data integration and management plan	Dr. Liu and Dr. Shen (Data Core Leads)	SOC approved plan for data integration and management
	3.1.2. Working with UCLA IT office and AWS (Amazon Web Services) to set-up the terms and procedures	01/05/2023-31/09/2023	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Terms and procedures document
	3.1.3. Develop structure of relational database using AWS HIPPA compliant server and platform	01/07/2023-28/02/2024	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Relational database website
	3.1.4. Determine approach for data management, collating, integration, and manipulation	01/07/2023-31/12/2023	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Data management document
	3.1.5. Build structure of the project data hub to integrate data from multiple sources and various formats into the data repository	01/07/2023-28/02/2024	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Project data hub structure document
	3.1.6. Establish a secured and stable data repository using Amazon Aurora to store data.	01/07/2023-30/04/2024	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Data repository structure
	3.1.7. Develop informational resources and data/procedure documents (e.g., codebook, frequently asked questions (FAQ) webpage)	01/10/2023-31/07/2024	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Informational resources and data/procedure documents

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	3.1.8. Develop data security and quality control measures and procedures and conduct initial training for all team members.	01/10/2023-30/04/2024	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Quality control document
	3.1.9. Implement strict procedures/measures to ensure data security and subject confidentiality.	01/07/2023-30/10/2027	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Data security and subject confidentiality document
	3.1.10. Conduct data checking, cleaning, labeling/formatting, and quality control.	01/07/2023-30/10/2027	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Data checking/cleaning log
	3.1.11. Data augmentation and integration	01/07/2023-30/09/2027	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Data augmentation and integration log
	3.1.12. Expand, enhance, update study website and data web portal	01/11/2023-30/04/2027	Data management control standard operating procedures.	Dr. Liu and Dr. Shen (Data Core Leads)	Study website and data web portal
3.2 Conduct Statistical Analysis & Modeling by 20 <sup>th</sup> of June, 2026.	3.2.1. Generate analytical datasets for specific data analyses and statistical modeling.	01/07/2023-30/04/2027	Expert panel review	Dr. Liu, Dr. Shen, Dr. Wang (Stat Core Leads)	Analytical datasets in designated form (e.g., SAS/excel)
	3.2.2. Determine data analyses approaches and methods	01/07/2023-31/12/2026	Expert panel review	Dr. Liu, Dr. Shen, Dr. Wang (Stat Core Leads)	Analysis plan
	3.2.3. Select and conduct optimal statistical models for different outcomes.	01/07/2023-30/06/2026	Expert panel review	Dr. Liu, Dr. Shen, Dr. Wang (Stat Core Leads)	Data analyses and statistical modeling results report
3.3 Enhance and Maintain System and Tools to Access and Use Data by 30 <sup>th</sup> of October, 2027.	3.3.1. Conduct regular maintenance for the website, web portal, and the entire data hub to allow authorized users to upload/download, edit and send query as needed	01/07/2023-30/10/2027	Best practices for establishing a data repository, website development, training, and access to public information.	Dr. Liu and Dr. Shen (Data Core Lead)	Web maintenance log
	3.3.2. Provide trainings and technical support for dataset and use of data web portal	01/07/2023-30/10/2027	Best practices for establishing a data repository, website development, training, and access to public information.	Dr. Liu and Dr. Shen (Data Core Lead)	Training materials



Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	3.3.3. Update repository with new data, and maintain website and web data portal	01/07/2023-30/10/2027	Best practices for establishing a data repository, website development, training, and access to public information.	Dr. Liu and Dr. Shen (Data Core Lead)	Data repository
3.4 Submit Final Reports and Presentations by 30 <sup>th</sup> of October, 2027.	3.4.1. Draft and finalize final summary report in lay language	01/02/2027-30/10/2027	Best practices for establishing a data repository, website development, training, and access to public information.	Dr. Liu and Dr. Shen (Data Core Lead)	Final summary report
	3.4.2. Provide post-health study consultation to the SOC and public health	01/02/2027-30/10/2027	Best practices for establishing a data repository, website development, training, and access to public information.	Dr. Liu and Dr. Shen (Data Core Lead)	Consultation reports
	3.4.3. Generate de-identified data files and summary documents for all the data to be submitted to LAC DPH.	01/02/2027-30/10/2027	Best practices for establishing a data repository, website development, training, and access to public information.	Dr. Liu and Dr. Shen (Data Core Lead)	Analytical datasets in designated form (e.g., SAS/excel)

**COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK – GOALS AND OBJECTIVES**

**CONTRACTOR'S NAME:** The Regents of the University of California, Los Angeles

**PROJECT TITLE:** Aliso Canyon Disaster Health Research Study Services

**RESEARCH QUESTION OR GOAL:** 4. To effectively engage the Community Advisory Board throughout the research design, development and implementation process and communicate research findings to community stakeholders in support of community preparedness, response, and recovery. (4. Community Stakeholders Communications Core)

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
4.1. Develop Community Stakeholder Communications Plan (CSCP) as a living document/mechanism to guide communication process by 1 <sup>st</sup> of June 2023.	4.1.1. Prepare Community Stakeholder Communications Plan.	01/02/23 – 01/10/23	Identification of optimal community-based methods and schedule for engagement, education, information exchange, and integration with the health study. Description of best practices in risk and science communications and knowledge translation strategies that will be used to communicate updates and research findings.	Dr. Eisenman (Community Stakeholders Communications Lead)/Dr. Pourat/ CSUS CCP	Community Stakeholder Communications Plan
	4.1.2. Obtain approval from the SOC on the Community Stakeholder Communications Plan, submitted by 1 <sup>st</sup> of March 2023.	01/03/23 – 01/04/23 and potentially thereafter in 2023 - 2026	Draft Community Stakeholder Communications Plan review at SOC meeting(s)	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	SOC approval documentation (meeting notes or other)
	4.1.3 Assessment of outreach and engagement effectiveness, prepare/test adjustments to strategy, and potentially memorialize as revisions to Community Stakeholder	01/10/23	Documentation (memo or other) of annual assessment results.  Control group should be	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	Potential Community Stakeholder  Communication Plan Revisions

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	<p>Communications Plan (CSCP) based on polling, evaluation and recommendations from community stakeholders including the to-be-convened Community Advisory Board (see 4.2).</p> <p>4.1.3.a Conduct representative stakeholder control group/ interviews to assess existing awareness/understanding/ support/recommendation about health study and associated outreach methods.</p> <p>4.1.3.b Conduct multi-lingual baseline and annual community polling to assess existing awareness / understanding /support/recommendations about the health study and associated outreach methods</p> <p>4.1.3.c Prepare analytical methods to compare baseline and future year awareness/understanding about the health study and outreach effectiveness</p>		defined as a cohort of community members that will be communicated with regularly during the 5-Year study to statistically assess rates of change regarding awareness of, understanding about, and support for/against the Health Study		Outreach Effectiveness Database
	4.1.4. Annual assessment of outreach and engagement effectiveness , prepare/test adjustments to strategy, and potentially memorialize as	01/10/24 01/10/25 01/10/26	Documentation (memo or other) of annual assessment results.	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	Potential Community Stakeholder  Communication Plan Revisions

# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	<p>revisions to CSCP based on polling, evaluation and recommendations from community stakeholders.</p> <p>4.1.4.a. Analyze annual data about awareness/understanding/support and outreach recommendations</p>				Outreach Effectiveness Database
4.2. Optimize community communication and representation opportunity by creating a new Community Advisory Board (CAB)	4.2.1. Identify interests to represent on the CAB	01/04/23	Interviews with DPH and SOC, review of interests represented on the CAG, UCLA team coordination	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	List of interests to represent on CAB
	4.2.2. Research and identify potential groups and individual candidates for each identified interest	01/05/23	Interviews with community leaders, consideration of CAG participants and other active/interested community voices	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	List of potential CAB members
	4.2.3. Select and invite candidates for CAB	01/06/23	Communications with candidates	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB member list
	4.2.4 Establish CAB	01/08/23	Initial CAB formation meeting (s) to develop Charter and Guiding Principles	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB Charter, Guiding Principles
	4.2.5 Conduct CAB meeting #1	Biannually, exact schedule determined by CAB 01/09/23	CAB meeting schedule	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB meeting recordings and/or notes
	4.2.6 Conduct CAB meeting #2	01/03/24	CAB meeting schedule	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB meeting recordings and/or notes

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	4.2.7 Conduct CAB meeting #3	01/09/24	CAB meeting schedule	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB meeting recordings and/or notes
	4.2.8 Conduct CAB meeting #4	01/03/25	CAB meeting schedule	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB meeting recordings and/or notes
	4.2.9 Conduct CAB meeting #5	01/09/25	CAB meeting schedule	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB meeting recordings and/or notes
	4.2.10 Conduct CAB meeting #6	01/03/26	CAB meeting schedule	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB meeting recordings and/or notes
	4.2.11 Conduct CAB meeting #7	01/09/26	CAB meeting schedule	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB meeting recordings and/or notes
	4.2.12 Conduct CAB meeting #8	01/03/27	CAB meeting schedule	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB meeting recordings and/or notes
	4.2.13 Conduct CAB meeting #9	01/09/27	CAB meeting schedule	Dr. Eisenman/ Dr. Pourat/ CSUS CCP	CAB meeting recordings and/or notes
4.3. Create means for information exchange with community interest groups on specific topics throughout the project.	4.3.1. Prepare and implement outreach and engagement strategies around specific topics and milestones, meetings expected to be smaller group engagement	01/12/23  Exact meeting dates tied to Exposure and Health Core studies (initiation and findings, when applicable)	Scheduled meetings	Dr. Eisenman (Community Stakeholders Communications Lead)/Dr. Pourat/ CSUS CCP	Documentation of small group meetings  Semi-annual progress updates

# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	<p>4.3.2. Prepare and implement outreach and engagement strategies around specific topics and milestones, meetings expected to be smaller group engagement</p> <p>4.3.2.a. Conduct multilingual post event-based polling and interviews with willing participants to assess awareness/understanding about event topics and outreach effectiveness</p> <p>4.3.2.b. Compile and code input from post-event interviews and polling into outreach effectiveness database</p>	<p>01/12/24</p> <p>01/12/25</p> <p>01/12/26</p> <p>31/10/27</p> <p>Exact meeting dates tied to Exposure and Health Core studies (initiation and findings, when applicable)</p>	<p>Scheduled meetings</p> <p>Outreach effectiveness assessment findings</p>	Dr. Eisenman (Community Stakeholders Communications Lead)/Dr. Pourat/ CSUS CCP	<p>Documentation of small group meetings</p> <p>Semi-annual progress updates</p> <p>Updates to outreach effectiveness database</p>
4.4. Promote transfer of knowledge about the overall study development and findings to the broader community throughout the project.	4.4.1. Prepare and Implement Outreach and Engagement Strategies to convey progress about the entire project, meetings expected to be large groups	21/04/23	<p>Scheduled meetings</p> <p>RSVPs</p> <p>Content posted online</p>	Dr. Eisenman (Community Stakeholders Communications Lead)/Dr. Pourat/ CSUS CCP	<p>PowerPoint or poster presentation(s)</p> <p>Meetings summaries</p> <p>Semi-annual progress updates</p>
	4.4.2. Prepare and Implement Outreach and Engagement Strategies to convey progress about the entire project, meetings expected to be large groups	<p>01/05/24</p> <p>01/05/25</p> <p>01/05/26</p>	<p>Scheduled meetings</p> <p>RSVPs</p> <p>Content posted online</p>	Dr. Eisenman (Community Stakeholders Communications Lead)/Dr. Pourat/ CSUS CCP	<p>PowerPoint or poster presentation(s)</p> <p>Meetings summaries</p> <p>Semi-annual progress updates</p>

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	<p>4.4.2.a. Conduct quarterly polling on social media to assess awareness/understanding/support and outreach recommendations</p> <p>4.4.2.b. Compile and code input from social media and project website into outreach effectiveness database</p>				
	4.4.3. Prepare and Implement Outreach and Engagement Strategies to convey progress about the entire project, meetings expected to be large groups	01/05/27	<p>Scheduled meetings</p> <p>RSVPs</p> <p>Content posted online</p>	Dr. Eisenman (Community Stakeholders Communications Lead)/Dr. Pourat/CSUS CCP	<p>Meetings summaries</p> <p>Semi-annual progress updates</p> <p>Online maps of findings and standard error/uncertainty estimates.</p> <p>Final summary report in lay language (Flesch reading ease score of 70 or higher, or equivalent) that includes an introduction/background section, research questions, methods used, findings, conclusions, implications and recommendations of the Health Study(s) conducted.</p>
	4.4.4. Report study results to the SOC, Public Health, and the community prior to presentation	01/06/24 - 30/10/27		Dr. Eisenman (Community Stakeholders)	<p>Meetings summaries</p> <p>DPH and SOC meeting</p>

## EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline DAY/MO/YR	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	elsewhere or submission of manuscripts for publication in peer reviewed manuscripts			Communications Lead)/Dr. Pourat/CSUS CCP	minutes and emails
	4.4.5. Provide the SOC and Public Health advance notice and the opportunity to review research manuscripts before their submission to peer reviewed scientific journals	01/06/24-30/10/27		Dr. Eisenman (Community Stakeholders Communications Lead)/Dr. Pourat/CSUS CCP	DPH and SOC meeting minutes and emails



**COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK – GOALS AND OBJECTIVES**

**CONTRACTOR'S NAME:** The Regents of the University of California, Los Angeles

**PROJECT TITLE:** Aliso Canyon Disaster Health Research Study Services

**RESEARCH QUESTION OR GOAL:** 5. To ensure this project meets the organizational, budgeting, and reporting requirements associated with this funding and provides leadership for the scientific and programmatic activities. (Program Administration Core)

Objectives	Specific Tasks	Proposed Timeline	Methods of Evaluation	Party Responsible	Documentation for Evaluation
5.1 Maintain oversight of project throughout to ensure responsibilities are successfully complete.	5.1.1. Define roles and responsibilities.	01/11/2022—30/11/2022	Identify and divide tasks	Dr. Pourat (Program Administration Core)/ Dr. Cheng/Christina Batteate	Organizational chart
	5.1.2. Ensure that research is guided by best practices and that staff have necessary and appropriate training	01/11/2022—01/02/2023	Team-member training checklist and instructions	Dr. Pourat (Program Administration Core)/ Dr. Cheng/Christina Batteate	Certifications of CITI, HIPPA, and human-resources trainings
	5.1.3. Conduct weekly UCLA Health Study Internal Group Meetings	01/11/2022—30/10/2027	Program Analyst meets weekly with Project Team members to identify issues, concerns; take meeting notes from weekly UCLA Health Study Internal Group Meetings and quarterly and ad-hoc LACDPH, SOC, and UCLA Health Study Meetings	Dr. Pourat (Program Administration Core)/ Dr. Cheng/Christina Batteate	Weekly Minute Forms, Quarterly and ad-hoc Minute Forms., SOC Minute Forms
	5.1.4. Coordinate with the SOC and Public Health via quarterly or on an ad-hoc basis as needed via LACDPH, SOC, and UCLA Health Study Meeting				
5.2 Regularly track and monitor quality control for this project.	5.2.1. Develop a quality control plan.	01/11/2022—30/1/2023	Discussions to determine the quality control plan approach	Dr. Pourat (Program Administration Core)/ Dr. Liu, Dr. Jerrett	Preliminary quality control plan

# EXHIBIT I

Objectives	Specific Tasks	Proposed Timeline	Methods of Evaluation	Party Responsible	Documentation for Evaluation
	5.2.2. Manage the quality of research and services performed	01/2/2023—30/10/2027	Review of processes and identification of any deviation from expected project task completion.	Dr. Pourat (Program Administration Core)/ Adrian Manalang	Internal and External Inspection Reports; Meeting Note Forms; and Reporting from Dr. Liu on Sampling Design Cross-check Report, Survey and Exposure, Assessment Modification Tracking, Interview Programs Checking Log, Statistical Programming Version Control, Weekly Data Collection Performance Report, Check-in-and-out Sheet, Real-time Status, Dashboard Check Log, Dataset Worksheet, Consultant Log
	5.2.3. Solicit scientific and technical guidance from SOC on the preliminary quality control plan submitted to SOC by 1 <sup>st</sup> of December 2022.	01/11/2022—30/1/2023	Present the quality control plan to SOC and incorporate feedback	Dr. Pourat (Program Administration Core)	Final quality control plan
	5.2.4. Ensure annual performance evaluations are conducted on all staff budgeted and performing services under the Contract to ensure program staff are meeting job duties as required.	01/2/2023—30/10/2027	Implement corrective action as needed.	Dr. Pourat (Program Administration Core)/ Adrian Manalang	Corrective action plans
5.3 Track expenses against budget to ensure sufficient financial resources are available for defined work on monthly basis.	5.3.1. Monthly budget reporting; System to authorize and track expenses against project account	01/11/2022—30/10/2027	Budget Reporting	Dr. Pourat (Program Administration Core)/ Adrian Manalang	Budget Reports
5.4 Create streamlined reporting systems to report project progress internally and externally throughout project.	5.4.1. Hold Weekly UCLA Health Study Internal Group Meetings – Meeting Notes; Hold LACDPH and UCLA Health Study Meetings at a frequency that is mutually agreed upon	01/11/2022—30/10/2027	Meeting Note Forms; Weekly, Bi-weekly Meetings	Dr. Pourat (Program Administration Core)	Meeting Note Forms
5.5 Address any concerns with project progress through corrective action.	5.5.1. Determine course of action with Core Lead, follow-up, document results through resolution.	01/11/2022—30/10/2027	Review of study processes and procedures.	Dr. Pourat (Program Administration Core)	Internal and External Inspection Forms

Objectives	Specific Tasks	Proposed Timeline	Methods of Evaluation	Party Responsible	Documentation for Evaluation
5.6 Prepare annual progress reports by each year end.	5.6.1 Prepare and submit an annual year-end narrative progress report that includes major accomplishments or milestones, identifies any barriers to complete the work by the proposed timeline, and a description of any necessary modifications to the Scope of Work going forward.	30/10/23, 30/10/24, 30/10/25, 30/10/26, 30/10/27	Utilize Public Health required report elements	Dr. Pourat (Program Administration Core)/ Dr. Cheng/Christina Batteate	Annual year-end narrative progress report

**EXHIBIT I**

**EXHIBIT C**

**BUDGET(S)**

**FOR**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**ALISO CANYON DISASTER HEALTH RESEARCH  
STUDY SERVICES**

**The Regents of the University of California, Los Angeles  
Aliso Canyon Disaster Health Research Study Services  
Contract Budget Summary  
November 2, 2022 - October 31, 2028**

**Total Budget:** \$ 20,993,333

BUDGET CATEGORY	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total Aproved Budget
I. PERSONNEL	\$ 1,474,110	\$ 2,477,021	\$ 2,542,644	\$ 2,575,241	\$ 2,490,774	\$ 700,802	\$ 12,260,592
II. SUBCONTRACTORS AND CONSULTANTS	\$ 977,321	\$ 1,172,199	\$ 653,027	\$ 359,081	\$ 361,777	\$ -	\$ 3,523,405
III. NON-CAPITAL EQUIPMENT AND SUPPLIES	\$ 35,052	\$ 35,156	\$ 25,000	\$ 25,000	\$ 15,000	\$ -	\$ 135,208
IV. RESEARCH EQUIPMENT AND DATA	\$ 463,518	\$ 79,200	\$ 51,600	\$ 1,000	\$ 1,000	\$ -	\$ 596,318
V. MATERIALS	\$ 5,000	\$ 6,200	\$ 6,200	\$ 5,000	\$ 5,000	\$ -	\$ 27,400
VI. TRAVEL/MILEAGE	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500
VII. BUILDING/SPACE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VIII. MAINTENANCE	\$ 18,878	\$ 31,679	\$ 32,343	\$ 32,492	\$ 30,745	\$ 8,566	\$ 154,703
IX. INDIRECT COSTS (@ 35% of Salaries and Benefits)	\$ 515,938	\$ 866,957	\$ 889,925	\$ 901,334	\$ 871,771	\$ 245,281	\$ 4,291,207
TOTAL BUDGET	\$ 3,494,317	\$ 4,668,412	\$ 4,200,739	\$ 3,899,149	\$ 3,776,067	\$ 954,649	\$ 20,993,333

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

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

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

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

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

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

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

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

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

Therefore, the parties agree as follows:



1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

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

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 “Electronic Health Record” means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 “Health Care Operations” has the meaning as the term “health care operations” at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

### **3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

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

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

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its

employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

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

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

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

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and

the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;



(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report,

Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

## 6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master

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

**7. ACCESS TO PROTECTED HEALTH INFORMATION**

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

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

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

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

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

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

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected



Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

**14. INDEMNIFICATION**

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

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

**15. OBLIGATIONS OF A COVERED ENTITY**

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

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under

Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

**16. TERM**

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

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

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

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

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

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON  
TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health

Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

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

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

## **19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health

Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

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

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

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

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

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**20. MISCELLANEOUS PROVISIONS**

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION**

Released March 13, 2022, Version 2.0

**Certification of Compliance**

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor's compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the "Ordinance"). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
(the "Subrecipient"), certify that on County Contract \_\_\_\_\_  
[ENTER CONTRACT NUMBER AND NAME]:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Contractor Name

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

---

Name and Title of Signer (please print)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022	
<b>BOARD MEETING DATE</b>	11/1/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Approval for the return of retiree Mary Doyle, M.D., as a 120-Day retiree, prior to the required 180-day wait period, to provide critical support for the Department of Public Health's Children's Medical Services.	
<b>PROGRAM</b>	Children's Medical Services (CMS)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: <i>Not applicable</i>	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Dr. Doyle's retirement on October 31, 2022, will create a critical gap in Public Health CMS' support of the California Children's Services (CCS) program. Public Health needs to quickly fill the gap by reinstating Dr. Doyle as a 120-day retiree.	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	TERMS (if applicable):	
	Explanation: The cost of the recommend actions will be absorbed within Public Health's existing CCS budget.	
<b>PURPOSE OF REQUEST</b>	<p>Under the California Public Employees' Pension Reform Act of 2013 (PEPRA), a person who retires from the County of Los Angeles may serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system before a period of 180 days following the date of retirement, as long as the Department can certify that it is necessary to fill a critical position and the hiring is approved by the Board of Supervisors in a public meeting. Public Health has determined it is necessary to fill this critical position and the recommended action will satisfy these requirements under PEPRA.</p> <p>For 11 years Dr. Doyle managed the CCS program as the Associate Medical Director (AMD) for Public Health's CMS. Her reinstatement will allow the continuation of skilled medical leadership, oversight and clinical consultation for the CCS program. The physician previously identified as the AMD back-up recently moved to another program.</p> <p>Approval of the request will allow Dr. Doyle to be reinstated as a part-time Physician Specialist, Pediatrics (Item #5476F) effective date of Board approval, at a salary level commensurate with the assignment, for up to 960 total hours of work in a fiscal year. This will allow the continuation of critical services to support CCS as well as provide for recruitment, selection, and onboarding of an AMD.</p>	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The AMD position is a critical leadership position performing clinical consultations, managing day-to-day operations in CMS' CCS, and representing CMS CCS on several key and critical regional and statewide collaborative bodies. CMS anticipates that recruitment, training and onboarding of her replacement and filling several other CMS CCS physician positions will be a lengthy process, and she is needed to continue in a	

<b>including any related motions)</b>	partial capacity to help identify and train new physician staff and ensure continuity of operations while a new AMD and others are integrated into CMS CCS operational and clinical leadership.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: <i>Not applicable</i>
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This proposed action is consistent with the goals of the Alliance for Health Integration and Child Protection by ensuring continuity of operations, and by maximizing effectiveness of care to children/youth with special medical/healthcare needs (including foster care children/youth) during a critical leadership transition locally and as the healthcare landscape for Medi-Cal services statewide is shifting dramatically.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> Craig Vincent-Jones, Assistant Director, Children's Medical Services, (626) 569-6136 <a href="mailto:cvincent-jones@ph.lacounty.gov">cvincent-jones@ph.lacounty.gov</a> Anna Long, Ph.D., Director, Children's Medical Services, (626) 569-6001 <a href="mailto:along@ph.lacounty.gov">along@ph.lacounty.gov</a> Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 974-1751 <a href="mailto:CKirkwood@counsel.lacounty.gov">CKirkwood@counsel.lacounty.gov</a>



DRAFT



**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

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**BOARD OF SUPERVISORS**

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**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

November 1, 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:

**APPROVE THE TEMPORARY REINSTATEMENT OF A RETIRED  
COUNTY EMPLOYEE AS A 120-DAY TEMPORARY EMPLOYEE FOR  
THE DEPARTMENT OF PUBLIC HEALTH – CHILDREN’S MEDICAL SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT:**

Request approval for the return of retiree Mary Doyle, M.D., as a 120-day retiree, to provide critical support for the Department of Public Health’s Children’s Medical Services, prior to the required 180-day wait period following the date of her retirement.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that, as a result Dr. Doyle’s retirement on October 31, 2022, the Department of Public Health (Public Health) Children’s Medical Services (CMS) will have a critical gap in skilled medical leadership, oversight and clinical consultation in the California Children’s Services (CCS) program, which could result in disruptions and delays in care and services to children and youth with special health care needs in Los Angeles County (LAC).
2. Approve the request of the Director of Public Health, or designee, to allow Dr. Doyle to be reinstated as a 120-day retiree as a part-time Physician Specialist, Pediatrics

(Item #5476F) effective date of Board approval, at a salary level commensurate with the assignment, for up to 960 total hours of work in a fiscal year.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Under the California Public Employees' Pension Reform Act of 2013 (PEPRA), a person who retires from the County of Los Angeles (County) may serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system before a period of 180 days following the date of retirement, as long as the Department can certify that it is necessary to fill a critical position and the hiring is approved by the Board of Supervisors in a public meeting. Public Health has determined it is necessary to fill this critical position and the recommended action will satisfy these requirements under PEPRA.

CMS administers CCS for California's Department of Health Care Services (DHCS) in LAC. CCS is a State and federally funded Medi-Cal carve-out that provides specialty coverage for infants, children and youth up to 21 years of age with eligible medical conditions in 13 special health care needs categories (e.g., ranging from infectious diseases, neonatology and endocrine/ nutritional/ metabolic diseases and immune disorders to mental disorders, and diseases of the nervous, circulatory and respiratory systems, among others). CCS authorizes advanced and complex care and ancillary services from Medical Board-paneled specialists and at dozens of specialty care centers throughout LAC to more than 48,000 LAC residents annually. CCS is also home to the LAC's Medical Therapy Program (MTP), housed at 23 Medical Therapy Units (MTUs) on campuses in over a dozen LAC's school districts. More than 5,000 children and youth with disabling neurological, musculoskeletal and related conditions receive ongoing occupational and physical therapy, durable medical equipment and interdisciplinary care annually in the County's MTP. CMS' CCS program employs approximately 400 staff, including 100+ nurses, a dozen physicians, and 150+ occupational and physical therapists.

Dr. Doyle's retirement as CMS' Associate Medical Director (AMD) will result in a critical void in medical leadership for the County's CCS program that could severely impact program and clinical effectiveness for some of the LAC's most disadvantaged and vulnerable youth. The CMS AMD is responsible for managing CCS medical administration, consulting and training clinical staff, ensuring physician coverage at the MTUs, and representing CCS in significant statewide and local pediatric initiatives, among other important responsibilities. The CMS Medical Director oversees multiple clinical programs at CMS, in addition to CCS, and cannot assume the additional operational and educational responsibilities of the CMS AMD. The physician designated as the back-up for the CMS AMD left CMS recently for another opportunity in Public Health.

Dr. Doyle has 11 years of experience managing the CCS program, statewide recognition and standing, and is in the midst of multiple projects of enormous potential impact on CCS in future. Her immediate reinstatement as a 120-day retiree immediately following her retirement will:



- assure continuity in CCS administrative and clinical operations;
- expedite recruitment, selection and onboarding of her replacement and other candidates to fill CCS physician vacancies;
- allow her to complete the development and deployment of training manuals, materials and forums;
- facilitate the full integration of quality assurance measurement into CCS operations;
- enable her to complete or smoothly transition ongoing State and regional committee and work group assignments and responsibilities to her successor or other physician-designates; and
- ensure completion of projects intended to expand MTP physician coverage, launch CalAIM-aligned Enhanced Case Management, embed new eligibility processes and criteria, and improve specialty care (e.g., expanded audiology services).

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

The recommended actions support Strategies III.1.3 Succession Planning, and III.3 Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The cost of the recommend actions will be absorbed within Public Health's existing CCS budget.

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

The recommended actions conform to PEPPA requirements and conditions.

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

Implementation of these recommendations will ensure that Public Health is able to continue offering effective care and services through the State's CCS program and can remain responsive to the tens of thousands of LAC children and youth who need specialty care for life-endangering, chronic and disabling medical conditions during the CCS leadership transition.

The Honorable Board of Supervisors  
November 1, 2022  
Page 4

Respectfully submitted,

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

BF:im  
#06534

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors  
Department of Human Resources  
LACERA

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022	
<b>BOARD MEETING DATE</b>	11/1/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Public Health	
<b>SUBJECT</b>	AUTHORIZATION TO ACCEPT AND IMPLEMENT A FORTHCOMING NOTICE OF GRANT AWARD AND FUTURE AWARDS AND/OR AMENDMENTS FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION FOR STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS GRANT FOR THE PERIOD OF NOVEMBER 30, 2022 THROUGH NOVEMBER 29, 2027 AND EXECUTE SOLE SOURCE CONTRACT WITH THE CITY OF PASADENA FOR THE PERIOD DATE OF EXECUTION THROUGH NOVEMBER 29, 2027 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)	
<b>PROGRAM</b>	Executive Office	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, please explain why: City of Pasadena Public Health Department (PPHD) who was not eligible to apply for this funding due to their population size and requested to be included in Public Health's application. Public Health and its Health Officer do not have legal authority within the City of Pasadena jurisdiction, so Public Health will contract with the City of Pasadena. A sole source contract with the PPHD, as a public-sector government entity, does not come under the Los Angeles County Code's bidding requirements for contracts with private businesses.  As required under Board Policy 5.100, the Board will receive advance notice of Public Health's intent to execute a sole source contract with PPHD for the term date of execution through October 31, 2027.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Grant term is November 30, 2022 through November 29, 2027 (five years).	
<b>COST &amp; FUNDING</b>	Total cost: 1) \$1,6859,593 (Annual Grant Award)	Funding source: 1) Grant Award is from the Centers for Disease Control and Prevention (CDC) for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (IWDS) Grant Program
	TERMS (if applicable):	
	Explanation: The funds will be addressed in a mid-year adjustment for use in the current year's budget, and in future budget phases for future awards and/or amendments	
<b>PURPOSE OF REQUEST</b>	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	

	<p>amendments from the CDC IDWS Grant Program for the period of November 30, 2022 through November 29, 2027; and execute a sole source contract with PPHD for date of execution through November 29, 2027.</p>
<p><b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)</p>	<p>This grant funding will allow Public Health to improve public health infrastructure through hiring additional permanent County personnel throughout various programs. In addition, it will allow Public Health to improve overall efficiency and effectiveness of public health operations, construct and maintain programs that will directly address the needs of under-resourced and disproportionately impacted communities and build and retain a skilled workforce to respond to public health emergencies. Public Health will also expand public health infrastructure through partnering with Community Based Organizations and local healthcare partners to form Community Public Health Teams (CPHTs) that will address community-driven public health concerns and respond to emerging public health threats and implement equitable health policies.</p> <p>Funding will also allow Public Health to implement a Data Modernization Initiative which will improve coordination, maximize the impact of public health operations and interventions, and support the enhancement of various technical and analytic aspects of the Integrated Reporting Investigation and Surveillance System (IRIS), Public Health's disease surveillance system. In response to Coronavirus-19 (COVID-19), IRIS was expanded and now requires integration with other disease control systems. Public Health plans on expanding Public Health's existing data infrastructure to achieve an integrated data system and enterprise, with enhanced information management and analytic support, that is in alignment with Public Health's mission and goals.</p> <p>This will also allow Public Health to execute a contract with the PPHD who was not eligible to apply for CDC funding due to their population size and requested to be included in Public Health's application. PPHD will assist Public Health in meeting CDC grant requirements through hiring administrative staff to strengthen organizational administrative competencies related to human resource services, community outreach, and customer service.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please explain how:</p> <p>This program expands on the existing Public Health 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.</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>The program aligns most tightly with Board Priority #9 – Poverty Alleviation as it aims to provide infrastructure, services and support to those communities most disproportionality impacted health inequities. Public Health strives to serve in these communities to improve health outcomes and overall well-being among families.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:</p> <p>Noel Bazini-Barakat, RN, MSN, MPH          Director, Office of Planning, Integration and Engagement          Los Angeles County Department of Public Health          213-288-8756          nbarakat@ph.lacounty.gov</p>



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*

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DRAFT



BOARD OF SUPERVISORS

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*Fourth District*  
Kathryn Barger  
*Fifth District*

November 1, 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  
CENTERS FOR DISEASE CONTROL AND PREVENTION FOR STRENGTHENING U.S.  
PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS GRANT FOR  
THE PERIOD OF NOVEMBER 30, 2022, THROUGH NOVEMBER 29, 2027, AND EXECUTE  
SOLE SOURCE CONTRACT WITH THE CITY OF PASADENA FOR THE PERIOD DATE OF  
EXECUTION THROUGH NOVEMBER 29, 2027  
(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 Centers for Disease Control and Prevention for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant (CDC-RFA-OE22-2203) for the period of November 30, 2022, through November 29, 2027, and execute sole source contract with the City of Pasadena.

**IT IS RECOMMENDED THAT THE 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 Centers for Disease Control and Prevention (CDC) Assistance Listing Number 93.967 for Strengthening U.S. Public Health Infrastructure, Workforce and Data Systems, for the period of November 30, 2022, through November 29, 2027, in an amount estimated not to exceed \$16,859,593 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 CDC; 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 sole source contract with the City of Pasadena for the term of date of execution through November 29, 2027, in the amount of \$1,193,835, one hundred percent offset by the CDC funds, subject to review and approval by County Counsel, and notification to your Board and the CEO.
4. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contract referenced above to allow the rollover of unspent contract funds; 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 CEO.
5. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract referenced above that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.
6. 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 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**

Approval of Recommendation 1 will allow Public Health to accept a forthcoming CDC Strengthening U.S. Public Health Infrastructure, Workforce and Data Systems grant to provide

support for core infrastructure improvements that include, but are not limited to, expanding Public Health's workforce, foundational capabilities, and data infrastructure.

The funding will allow Public Health to improve public health infrastructure through hiring additional permanent County personnel throughout various programs. This will allow Public Health to improve overall efficiency and effectiveness of public health operations, construct and maintain programs that will directly address the needs of under-resourced and disproportionately impacted communities and build and retain a skilled workforce to respond to public health emergencies. Public Health will also expand public health infrastructure through partnering with Community Based Organizations and local healthcare partners to form Community Public Health Teams (CPHTs) that will address community-driven public health concerns and respond to emerging public health threats and implement equitable health policies.

Funding will also allow Public Health to implement a Data Modernization Initiative, which will improve coordination, maximize the impact of public health operations and interventions, and support the enhancement of various technical and analytic aspects of the Integrated Reporting Investigation and Surveillance System (IRIS), Public Health's disease surveillance system. In response to Coronavirus-19 (COVID-19), IRIS was expanded and now requires integration with other disease control systems. Public Health plans on expanding Public Health's existing data infrastructure to achieve an integrated data system and enterprise, with enhanced information management and analytic support, that is in alignment with Public Health's mission and goals.

Approval of Recommendation 2 will allow Public Health to accept future awards from the CDC and/or amendments that extend the funding periods at amounts to be determined by CDC 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 contract with the City of Pasadena Public Health Department (PPHD) which was not eligible to apply for CDC funding due to the City's population size and requested to be included in Public Health's application. PPHD will assist Public Health in meeting CDC grant requirements through hiring administrative staff to strengthen organizational administrative competencies related to human resource services, community outreach, and customer service.

Approval of Recommendation 4 will allow Public Health to execute amendments to the contract with PPHD to allow the rollover of unspent contract funds; 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.

Approval of Recommendation 5 will allow Public Health to execute change notices to the contract that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, 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 6 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 a 30-calendar day advance written termination notice to contractors, and to accept a voluntary request to terminate their contracts.

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

The recommended actions support Strategy III.2, Support the Wellness of our Communities and Strategy III.3, Realize Tomorrow's Government Today of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

Public Health will accept a forthcoming award from the CDC for the anticipated period of November 30, 2022, through November 29, 2027, in the estimated annual amount of \$16,859,593. Final funding amounts are subject to CDC approval. Funds will support expenditures associated with personnel costs and contractual costs.

The funds will be addressed in a mid-year adjustment for use in the current year's budget, and in future budget phases for future awards and/or amendments.

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

On June 16, 2022, the CDC released a Notice for Funding Opportunity for a Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant (CDC-RFA-OE22-2203) to solicit applications from states, county governments, territories, and cities with a population size in excess of 400,000 to help meet critical infrastructure and workforce needs.

Public Health responded to the NOFO and submitted an application on August 12, 2022.

Public Health and its Health Officer do not have legal authority within the City of Pasadena jurisdiction, so Public Health will contract with the City of Pasadena. A sole source contract with the PPHD, as a public-sector government entity, does not come under the Los Angeles County Code's bidding requirements for contracts with private businesses.

As required under Board Policy 5.100, on September 20, 2022, your Board received advance notice of Public Health's intent to execute a sole source contract with PPHD for the term date of execution through October 31, 2027.

Attachment A is the Sole Source Checklist signed by the CEO

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

Approval of the recommended actions will allow Public Health to accept funds from the CDC, execute a sole source contract with PPHD, and to hire and integrate staff into Public Health to reduce COVID-19 and other health disparities in LAC, promoting health equity in line with Public Health's mission.



Respectfully submitted,

Barbara Ferrer, PhD, MPH, MEd Director

BF:06552

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

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022	
<b>BOARD MEETING DATE</b>	11/1/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Public Health (Public Health)	
<b>SUBJECT</b>	Approval to amend 10 Domestic Violence Supportive Services (DVSS) contracts for fiscal year (FY) 2022-23 to reflect funding adjustments	
<b>PROGRAM</b>	Office of Women's Health	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Funding adjustments for FY 2022-23	
<b>COST &amp; FUNDING</b>	Total cost: \$1,714,760	Funding source: Department of Public Social Services (DPSS) California Work Opportunity and Responsibility to Kids (CalWORKs)
	TERMS (if applicable): Funding adjustment for the period July 1, 2022, through June 30, 2023	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Amend 10 DVSS contracts that exceed current delegated authority	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Public Health oversees the implementation of DVSS. Services are provided through DVSS contracts to domestic violence survivors. Public Health has received additional funding from DPSS for FY 2022-23. Public Health has been working with the DVSS contractors and identified agencies that have the capacity to provide additional services as well as other agencies that require a reduction in funding as those contractors will not be able to fully utilize their current funding allocations. Public Health is returning to your Board to request approval to execute amendments to 10 DVSS contracts to reflect funding adjustments that exceed our current delegated authority approved by the Chief Executive Office on September 15, 2020.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> Ellen Eidem, Public Health Director of Office of Women's Health, (213) 447-9989	

	<a href="mailto:eeidem@ph.lacounty.gov">eeidem@ph.lacounty.gov</a>
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Craig L. Kirkwood, Jr., Deputy County Counsel

(213) 974-1751

[CKirkwood@counsel.lacounty.gov](mailto:CKirkwood@counsel.lacounty.gov)



**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.**  
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**DRAFT**



**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

November 1, 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  
10 DOMESTIC VIOLENCE SUPPORTIVE SERVICES CONTRACTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute amendments to Domestic Violence Supportive Services contracts effective upon execution for the period of July 1, 2022, through June 30, 2023, to reflect funding adjustments.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute amendments to 10 Domestic Violence Supportive Services (DVSS) contracts, substantially similar to Exhibit I, with the DVSS contractors listed in Attachment A, to reflect funding adjustments that result in a net increase in the contract maximum obligations for fiscal year (FY) 2022-23 (as detailed in Attachment A) in the amount of \$1,714,760, effective upon execution for the period of July 1, 2022, through June 30, 2023,

fully offset by California Work Opportunity and Responsibility to Kids (CalWORKs) Single Allocation funding passed through the Department of Public Social Services (DPSS).

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

On June 30, 2020, the Chief Executive Office (CEO) exercised Board delegated authority and approved Public Health to execute new contracts for the provision of DVSS, effective July 1, 2020, through June 30, 2023, and approved delegated authority to Public Health to execute future amendments to the contracts to provide an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation.

Subsequently, on September 15, 2020, the CEO exercised Board delegated authority and approved Public Health to execute amendments to 17 DVSS contracts to increase FY 2020-21 funding to reflect the additional allocation received from DPSS that exceeded our June 30, 2020, delegated authority and increased our delegated authority to make future funding adjustments to the DVSS contracts from 25 percent to 50 percent.

Recently, Public Health received an increase in funding from DPSS for FY 2022-23 to support additional DVSS. Public Health has been working with all the DVSS contractors to determine capacity and identified those agencies that are able to provide additional services as well as other agencies that require a reduction in funding, due to those contractors not being able to fully utilize their current funding allocations. Public Health is returning to your Board to request approval to execute amendments to 10 DVSS contracts, to reflect funding adjustments that exceed our current delegated authority approved by the CEO on September 15, 2020.

Approval of the Recommendation will allow Public Health to execute amendments to 10 DVSS contracts, to reflect funding adjustments for FY 2022-23.

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

The recommended actions support Goal I, Make Investments that Transform Lives; Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total additional obligation for the recommended amendments for FY 2022-23 is \$1,714,760 as detailed in Attachment A, fully offset by DPSS CalWORKs Single Allocation funds, via a Departmental Service Order.

The additional funding for these contracts is included in Public Health's FY 2022-23 Final Adopted Budget and will be requested in future FYs, as necessary.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On May 29, 2018, your Board approved the transfer of administrative responsibility for DVSS contracts from DPSS, effective July 1, 2018. Since then, Public Health has been overseeing the implementation of the DVSS contracts.

Exhibit I is the amendment template approved by County Counsel.

Attachment A is a list of recommended DVSS contract amendments.

**CONTRACTING PROCESS**

On February 25, 2020, Public Health released a Request for Applications (RFA) to solicit applications from qualified agencies/vendors to provide DVSS to survivors of Domestic Violence (DV) who are eligible participants of CalWORKs, General Relief, and General Relief Opportunities for Work programs in Los Angeles County. From the RFA, Public Health identified 47 qualified agencies to provide DVSS. Subsequently, on June 30, 2020, your Board authorized Public Health to execute 47 DVSS contracts. One agency decided to decline the contract which resulted in 46 agencies contracted to provide DVSS. Three of the agencies subsequently terminated resulting in 43 total contracts.

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

Approval of the recommended action will allow Public Health to continue to support the delivery of the County's DVSS program to DV survivors.

Respectfully submitted,

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

BF:mk  
#06464

Enclosures

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

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**Domestic Violence Supportive Services (DVSS) Contracts**  
 July 1, 2022 through June 30, 2023 -  
 Funding Adjustments

Attachment A

	Contractor	Contract Number	Supervisory District(s) Served	Current Contract Funding Fiscal Year 2022-23	Recommended Funding Increase / Decrease	Percentage Increase / Decrease	Revised Contract Funding Fiscal Year 2022-23
1	Community Legal Aid SoCal	PH-004236	2, 4	\$ 492,744	\$ 296,000	60%	\$ 788,744
2	Helpline Youth Counseling	PH-004245	1, 4	\$ 152,160	\$ 88,000	58%	\$ 240,160
3	Human Services Association	PH-004247	4, 5	\$ 228,240	\$ 323,200	142%	\$ 551,440
4	Jenesse Center	PH-004249	2	\$ 527,050	\$ 286,800	54%	\$ 813,850
5	Jewish Family Service Los Angeles	PH-004250	3	\$ 304,320	\$ 190,000	62%	\$ 494,320
6	New Hope Drug and Alcohol	PH-004254	2	\$ 101,440	\$ 73,560	73%	\$ 175,000
7	New Star Family Center	PH-004255	2, 4	\$ 177,520	\$ (126,800)	-71%	\$ 50,720
8	Para Los Ninos	PH-004258	1, 2	\$ 367,720	\$ 192,000	52%	\$ 559,720
9	Su Casa~ Ending Domestic Violence	PH-004267	4	\$ 101,440	\$ 76,000	75%	\$ 177,440
10	YWCA of San Gabriel Valley	PH-004273	1	\$ 253,600	\$ 316,000	125%	\$ 569,600
<b>Total</b>				<b>\$ 2,706,234</b>	<b>\$ 1,714,760</b>		<b>\$ 4,420,994</b>

BL#06464:mk

# BOARD LETTER/MEMO CLUSTER FACT SHEET

# DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022	
<b>BOARD MEETING DATE</b>	11/1/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Request approval to amend Healthy Families America (HFA) Home Visitation Programs (HVP) Services Contract Number PH-003679 with Wellnest Emotional Health and Wellness (Wellnest), to increase the contractual maximum obligation for fiscal year (FY) 2022-23, and to re-establish the annual base amount for home visitation services.	
<b>PROGRAM</b>	Maternal, Child, and Adolescent Health Division (MCAH)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Increased contractual maximum obligation to be effective upon date of amendment execution	
<b>COST &amp; FUNDING</b>	Total cost: Requested amendment increases FY 22/23 amount by \$415,680	Funding source: Department of Public Social Services California Work Opportunity and Responsibility to Kids, and Home Visiting Program funds from the California Department of Social Services
	TERM (if applicable): Date of execution through June 30, 2023	
	Explanation: Funding will allow expansion of HFA HVP services by Wellnest to Los Angeles County Service Planning Area (SPA) 7.	
<b>PURPOSE OF REQUEST</b>	To increase the funding of Contract PH-003679 with Wellnest, and to re-establish the annual base amount for FYs 2022-23, as applicable, to meet the service needs in SPA 7.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On November 20, 2018, your Board approved contracts with qualified agencies to expand Public Health's HVP services utilizing evidence-based HFA and Parents as Teachers home visiting models in high priority cities in the eight SPAs. SPIRITT Family Services (SPIRITT) and Wellnest (formerly known as Los Angeles Child Guidance Clinic) were among the 18 qualified agencies awarded an HFA HVP contract to provide services in SPA 3 and 7, and SPA 4, respectively.</p> <p>HVP provides home visiting services to high-risk, low-income pregnant families in Los Angeles County. On June 2, 2022, SPIRITT notified Public Health that effective July 1, 2022, they would only be able to provide services in SPA 3. Public Health reached out to the other HFA HVP services Contractors to determine their capacity and willingness to expand their current services to SPA 7 to ensure continuity of services. Four Contractors expressed interest. Public Health surveyed the respondents and identified Wellnest as the most suitable Contractor to expand its current services to SPA 7.</p>	



<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Home visiting services aim to improve long-term outcomes both intergenerationally and multi-generationally, and intervene early and emphasize long-term prevention.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #1. Home visiting services provide effective coordination and delivery of critical health, development, early learning, child abuse and neglect prevention, and family support services to pregnant women, their newborns, young children and families.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871, <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> Genaro Sandoval, Senior Staff Analyst 213-639-6400, <a href="mailto:gsandoval@ph.lacounty.gov">gsandoval@ph.lacounty.gov</a> Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 974-1751 <a href="mailto:CKirkwood@counsel.lacounty.gov">CKirkwood@counsel.lacounty.gov</a>



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

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

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Chief Deputy Director

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**DRAFT**



**BOARD OF SUPERVISORS**

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First District

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Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

November 1, 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 AN AMENDMENT TO HEALTHY FAMILIES AMERICA  
HOME VISITATION PROGRAM SERVICES CONTRACT  
WITH WELNEST EMOTIONAL HEALTH AND WELLNESS  
AND RE-ESTABLISH THE ANNUAL BASE AMOUNT  
(SUPERVISORIAL DISTRICTS 1 & 4) (3 VOTES)**

**SUBJECT**

Request approval to: a) execute an amendment to Healthy Families America Home Visitation Program Services Contract Number PH-003679 with Wellnest Emotional Health and Wellness to increase the contractual maximum obligation for fiscal year 2022-23; and b) re-establish the annual base contract amount to expand home visitation program services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute an amendment, substantially similar to Exhibit I, to Wellnest Emotional Health and Wellness (Wellnest) Healthy Families America (HFA) Home Visitation Program (HVP) Services Contract Number PH-003679, to increase the total annual base maximum obligation for fiscal year (FY) 2022-23 by \$415,680, from \$623,520 to \$1,039,200, effective upon execution through June 30, 2023, fully offset by Department of Public Social Services (DPSS), California Work Opportunity and Responsibility to Kids (CalWORKs), and Home Visiting Program funds from the California Department of Social Services (CDSS).

2. Approve and instruct the Director of Public Health, or designee, to re-establish the annual base maximum obligation amount of Wellnest Contract Number PH-003679 at the revised FY 2022-23 amount, as reflected in Recommendation 1, for FY 2022-23 and for FY 2023-24, if Contract extended for an additional year, fully offset by DPSS, CalWORKs, and Home Visiting Program funds from CDSS.

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

On November 20, 2018, your Board approved contracts with qualified agencies to support Public Health's expansion of HVP services utilizing evidence-based HFA and Parents as Teachers (PAT) home visiting models in the eight Service Planning Areas (SPA) in Los Angeles County, and delegated authority to execute amendments to the contracts that provide for an increase or decrease in funding up to 50 percent above or below the term's annual base maximum obligation. The goal of these services is to coordinate successful mental health and family support linkages to prevent trauma risks for young children and to strengthen expectant and parenting families, so children are healthy, safe, and ready to learn. The contracts are in effect through June 30, 2023.

SPIRITT Family Services (SPIRITT) and Wellnest, (formerly known as Los Angeles Child Guidance Clinic), were among the qualified agencies awarded an HFA HVP contract to provide services in SPAs 3 and 7, and SPA 4, respectively.

On June 2, 2022, SPIRITT notified Public Health that effective July 1, 2022, they would only be able to provide services in SPA 3. In an effort to ensure continuity of services in SPA 7, Public Health reached out to the other HFA HVP services Contractors to determine their capacity and willingness to expand their current services to SPA 7. Four Contractors expressed interest. Public Health surveyed the respondents, and Wellnest was determined to be the most suitable contractor to expand its current services to SPA 7.

Public Health is returning to your Board to request approval to execute the amendment to Wellnest's HFA HVP contract, which exceeds our current delegated authority approved by your Board on November 20, 2018, and to request approval to re-establish the annual base maximum obligation.

Approval of Recommendation 1 will allow Public Health to amend Contract Number PH-003679 with Wellnest to increase FY 2022-23 funding to meet the service needs in SPA 7.

Approval of Recommendation 2 will allow Public Health to re-establish the annual base amount of Wellnest Contract Number PH-003679 at the revised FY 2022-23 amount for FYs 2022-24, as applicable, to reflect the funding adjustment to provide services in SPA 7.

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

The recommended actions support Strategy II.1 – Increase Our Focus on Prevention Initiative; Objective I.1.6 Increase Home Visitation Capacity, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total cost for the recommended amendment for fiscal year 2022-23 is \$415,680, 100 percent offset by DPSS CalWORKs Home Visiting Program funds from CDSS.

There is no net County cost associated with this action.

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

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Exhibit I is the Contract amendment approved by County Counsel.

**CONTRACTING PROCESS**

Following completion of a Request for Applications solicitation in 2018, on November 20, 2018, your Board approved the execution of 18 (8 PAT and 10 HFA) HVP services contracts, effective November 20, 2018, through May 31, 2020, and delegated authority to Public Health to extend the term of the contracts for four additional one-year periods. Subsequently, on May 22, 2020, June 28, 2021, and June 27, 2022, your Board was notified that Public Health was exercising delegated authority and extended the HVP contracts each time for an additional year through June 30, 2023. One contractor relinquished their contract resulting in the current contract program of 17.

**IMPACT ON CURRENT SERVICES**

Approval of these actions will enable the continuation of HVP HFA services in SPA 7.

Respectfully submitted,

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

BF:sp  
#06538

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