



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles Health and Mental Health Services

DATE: Wednesday, November 2, 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. **DPH:** Food Vending: SB 972 (Compact Mobile Food Operations) and Microenterprise Home Kitchen Operations (MEHKO)
- III. **Information Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
 - a. **DHS:** Approval for Authority to Provide State Sponsored COVID-19 Retention Payments to Certain Health-Related Employees
 - b. **DPH:** Authorization to Execute a Sole Source Amendment to Agreement HA-707157 with Netsmart Technologies, Inc. to Increase the Maximum Agreement Sum for the Provision of a Managed Care Information System (#06584)

- c. **DPH:** Approval to Execute an Amendment to HIV/AIDS Health Education/Risk Reduction Prevention Contract Number PH-001044 with The Los Angeles LGBT Center to Increase the Annual Maximum Obligation Effective Date of Board Approval through June 30, 2023 (#06567)
- d. **DPH:** Approval to Execute a New Sole Source Contract with Tessie Cleveland Community Services Corporation for Crisis Response Violence Intervention Program Pilot (#06555)

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

- a. **DMH:** Approval to Execute a New Sole Source Participation Agreement with The California Mental Health Services Authority to Fund the State Hospitals Program and Approval to Extend the Memorandum of Understanding for the Purchase of State Hospital Beds
- b. **DMH:** Adopt a Resolution to Approve a New Agreement with The State of California, Department of Aging to Fund Public Patient Representative Services
- c. **DPH:** Approval to Execute Contracts for As-Needed Temporary Personnel Services Effective Upon Date of Execution through October 31, 2030 (#06502)

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

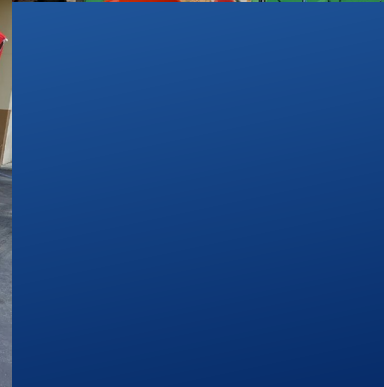


Food Vending: SB 972 - Compact Mobile Food Operations and Microenterprise Home Kitchen Operations

Health and Mental Health Services Meeting
November 2, 2022



Our world and how we eat has changed... it is time to modernize food vending



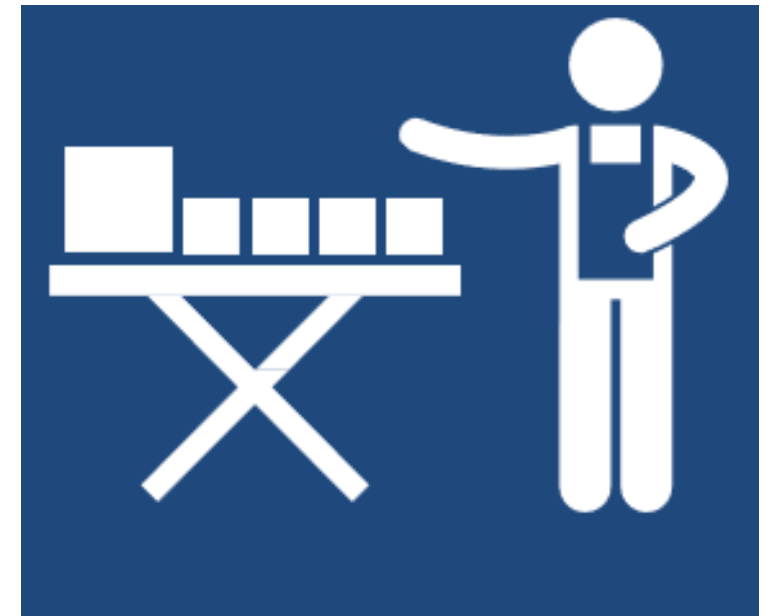
Compact Mobile Food Operation (CMFO)



New type of food facility: Operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance.



May be approved for limited food preparation



*Limited to prepackaged
nonperishable food or whole
produce*

Reduces the overall structural requirements for a Food Cart

- No longer required to have a 3-compartment sink for limited food preparation (spare utensils)
- No longer required to have hot water for handwashing (allows for smaller water tanks)
- Allows a local jurisdiction to approve a “model construction plan”
- Allows for up to 4 carts that do not have required handwashing or utensil washing sinks to operate at a site-specific location with auxiliary units with approval

Reduces operational requirements for a Food Cart

- Food handler card (not a food manager certificate)
- Expands what is allowed as part of limited food preparation
 - Hot/cold holding; reheating
 - Cutting/slicing of produce or food for immediate service
- Potentially hazardous food must still be held at approved temperatures
 - 41°F cold/135 °F hot food



Allow for expanded Cottage Food Operations – Class B

- A Cottage Food Operator that is permitted as a Class B food operation can sell food from a compact mobile food operation
 - Sales is limited to the approved food products (e.g., baked goods, candy, dried foods)
 - Current annual sales (\$150K)
- Up to two (2) carts can be stored in the Cottage Food Operator's home
- Transactions at up to 2 food carts shall not count towards the annual gross sales (\$150,000)

Allow for a Microenterprise Home Kitchen Operator (MEHKO) to operate a CMFO

- A MEHKO may prepare food for sales on a food cart
 - Sales is limited to \$50K annually
- Currently the County of Los Angeles does not authorize the permitting of a MEHKO.

How does SB 972 expand food vending opportunities?



- No permit is required for vending food from a person, stand, rack if they are selling less than 25 sq. ft. of only prepackaged, non-potentially hazardous food.
 - If greater than 25 sq ft – a permit is required
- Enforcement is limited to:
 - Impound of equipment
 - Food disposal
 - Administrative citations
 - Eliminates misdemeanor for CMFO
 - Allows for one-year educational approach for CMFO



- **Permanent Food Facilities or other commercial kitchen facilities**
 - May be approved by Public Health to support food carts without having to submit plans
 - Site evaluation to determine if the food facility can support the proposed method of operation of the food carts
 - Subject to permitting and inspection
- **Private Homes**
 - **Unless prohibited by local ordinance,** Public Health may allow the use of a private home for the storage of up to two (2) food carts (no food preparation)
 - A site evaluation is required to determine if the food carts can be stored and serviced properly
- Inspections would be on a complaint basis only
- No permit is required
- Only approval by Public Health is required

Pop-up “Food Stands” where food is prepared

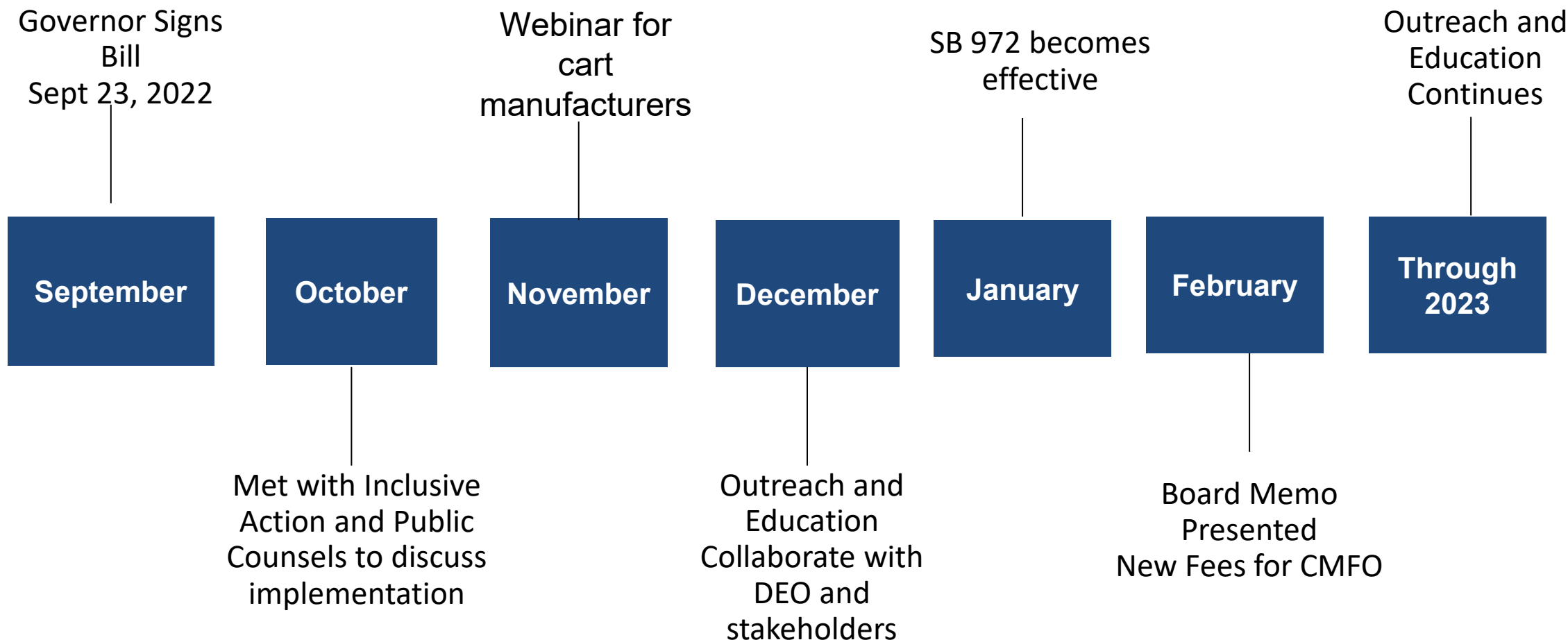


- **A potential solution**
 - Establishing a “community event” to support food stand vendors
 - Limited to 25 days in a 90-day period
 - Specific location
 - An organizer to provide the infrastructure to support
 - Utensil washing sinks, restrooms, waste disposal
 - Food stand vendors would be required to obtain temporary food facility permits



- Working with DEO on the County's Sidewalk Vending Ordinance
- Developing webinar for manufacturers
- Developing outreach material in collaboration with DEO and industry advocates
- Developing training for inspectors on the new requirements
- Evaluating existing permit fees along with new fees

Next Steps – Implementation of SB 972





Microenterprise Home Kitchen Operations (MEHKO)



- AB 626 – passed January 1, 2019
- AB 377 – Introduced to address implementation concerns, passed October 7, 2019
- Small-scale home cooking operations can create significant economic opportunities for Californians that need them most...
- The bar for entry to restaurant ownership is high, cost of renting...and informal economy of locally produced and prepared hot foods exists....

C.O.O.K Alliance (cookalliance.org)

Creating Opportunities, Opening Kitchens
- actively engaged in policy reform across country



MEHKO Requirements in State Law



30 meals/day or 60
meals/week
\$50K in gross sales



Home/Apartment/Condo
Based Restaurant



If authorized by the Board of Supervisors,
may increase meals and gross sales for sales
from a CMFO for non-potentially hazardous
food – January 1, 2023



Dine In, Pick-Up, Delivery

Can operate a
Compact Mobile
Food Operation –
January 1, 2023

Health Permit Required
Subject to initial permitting inspection
Annual scheduled Routine Inspection
Complaint and foodborne illness Investigations

Local cities:



- Cannot impose additional restrictions on MEHKOs for zoning purposes
- Are responsible for their own existing local ordinances, regulations, and code compliance
- Cannot opt in or opt out of MEHKO if the Board authorizes



Public Health

- CRFC enforcement
- Food safety
- Vermin in home
- Food debris/food refuse buildup
- Daily/weekly meals served
- Gross annual income verification
- Foodborne illness complaints

City or DPW/Regional Planning

- Local land use ordinance enforcement
- Signage/outdoor advertising displays
- Noise
- Non-food debris/refuse buildup
- Traffic/parking
- Public nuisance regulations
- Home construction/remodeling



Authorized MEHKOs

- Riverside County (May 2019)
- Imperial County (January 2020)
- Lake County (January 2021)
- Alameda County (May 2021)
- Solano County (May 2021)
- Santa Barbara County (June 2021)
- City of Berkeley (July 2021)
- Sierra County (November 2021)

Temporarily Authorized MEHKOs

- San Mateo County (Sept. 2021 - 2023)
- San Diego County (Mar 2022 - 2024)

Formally Declined to Authorize MEHKOs

- Siskiyou County (January 2019)
- San Joaquin County (March 2020)

- Since AB 377 passed, DPH has:
 - Reached out to LA County Board of Supervisors offices to provide an overview of MEHKOs
 - Conducted a survey of city staff in February 2020 to gauge opinions of and concerns about MEHKOs:
 - Garnered 13 responses out of 85 cities within DPH's jurisdiction
 - Webinars hosted for Councils of Governments (COGs) and City Managers
 - January 13 and 18, 2022 – 40 attendees
 - A second survey conducted of city staff in January 2022
 - Garnered 20 responses out of 85 cities

Benefits of MEHKOs

- Economic opportunities for people from a wide variety of backgrounds
- Economic benefits to local communities
- Provide food justice by allowing access to healthy, home-cooked foods
- Farm-to-table opportunity

Concerns with MEHKOs

- Food safety and potential for foodborne illness
- Traffic & Parking
- Noise
- Fire
- Fats, Oils, Grease (FOG)/Impacts to Infrastructure
- Serving of alcohol
- ADA accessibility

- **Options for consideration by the Board:**
 1. Authorization to implement program throughout the County (except for Long Beach, Pasadena)
 - Need to establish public health permit fees
 - Need to conduct outreach and education
 - Need to increase staff capacity to support new program
 2. Authorize only for a limited number of years to evaluate program
 - San Diego County and San Mateo County took this approach
 3. Do nothing – MEKHO's would not be permitted; only Cottage Food Operations will be able to prepare approved foods in home

Discussion

Liza Frias, R.E.H.S.

Director of Environmental Health

Los Angeles County Department of Public Health

lfrias@ph.lacounty.gov

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/2/2022		
BOARD MEETING DATE	11/15/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Health Services		
SUBJECT	Request for Delegated Authority to Provide State Sponsored COVID-19 Retention Payments to Certain Health-Related Employees.		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	To participate, entities must register for participation before December 21, 2022.		
COST & FUNDING	Total cost: \$Minimal	Funding source: DHS (No net county cost)	
	TERMS (if applicable):		
	Explanation: DHS will be responsible for the payroll taxes and administrative costs associated with passing State-funded retention payments to Los Angeles County employees.		
PURPOSE OF REQUEST	Requesting Board Authority to allow the Director of the Los Angeles County Department of Health Services (DHS), or her designee(s), (collectively, the "Director"), to take all necessary steps to participate in the State of California's Hospital and Skilled Nursing Facility COVID-19 Worker Retention Payments Program (RPP), including, without limitation, register for the program, execute contracts, submit employee information, and pass payments through to eligible employees via County payment mechanisms. (To be clear, such authority permits other County department(s) that aid in processing and paying DHS' employees – e.g., Auditor-Controller — to take actions pursuant to this request). The Director may also exercise authority to notify DHS contractors that they may be eligible to participate in RPP, encourage them to submit information to the State on behalf of their own eligible employees, and assist to the extent determined appropriate by DHS (in its full and sole discretion). The RPP is a state program aimed at stabilizing and retaining certain of California's health care workforce and managing the COVID-19 pandemic through the issuance of worker retention payments. As a result, many DHS employees who work on-site in a facility will be eligible to receive a retention payment.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Under a new State law, certain health care workers in California are eligible to receive State-funded COVID-19 retention payments. Some healthcare workers employed by the County of Los Angeles (County), or whose employers are contracted with the County, are meet the State's requirements. RPP participation is not mandatory; eligible entities elect to do so of their own volition. DHS would like to participate.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:		

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	x Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: DHS is working to develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. It's effort to participate in the State COVID-19 retention payments will assist in retaining a workforce that provides medical services to our most vulnerable populations.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Elizabeth Jacobi, 213.610.7566, ejacobi@dhs.lacounty.gov , Matt Marlowe, 213.610.7566, mmarlowe@counsel.lacounty.gov

November 15, 2022

DRAFT

**Los Angeles County
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

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 FOR AUTHORITY TO PROVIDE STATE
SPONSORED COVID-19 RETENTION PAYMENTS TO
CERTAIN HEALTH-RELATED EMPLOYEES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Deputy Director, Clinical Affairs

Nina J. Park, M.D.
Chief Deputy Director, Population Health

Elizabeth M. Jacobi, J.D.
Administrative Deputy

SUBJECT

The Los Angeles County Department of Health Services seeks authority to participate in, and make payments to certain employees consistent with, the State of California's Hospital and Skilled Nursing Facility COVID-19 Worker Retention Payment Program.

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Los Angeles County Department of Health Services (DHS) Director, or her designee(s), to:

1. Take all necessary steps to participate in the State of California's Hospital and Skilled Nursing Facility COVID-19 Worker Retention Payments Program (RPP), including, without limitation, register, execute contracts, submit employee information, and pass payments through to eligible employees via County payment mechanisms. To be clear, such authority permits other County department(s) that aid in processing and paying DHS' employees – e.g., Auditor-Controller — to take actions pursuant to this request; and
2. Notify DHS contractors that they may be eligible to participate in RPP, encourage them to submit information to the State on behalf of their own eligible employees, and assist to the extent determined appropriate by DHS (in its full and sole discretion).

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Los Angeles, CA 90012

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www.dhs.lacounty.gov

*"To advance the health of our
patients and our communities by
providing extraordinary
care"*



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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Recommendation No. 1 will allow DHS to participate in the State of California RPP. In so doing, DHS will serve as the conduit for retention payments from the State to specific employees who meet the eligibility criteria identified by the State. (Payments to each eligible employee shall not exceed the maximum amount appropriate under statute for such individual given the facts of her or his situation.)

Recommendation No. 2 will allow DHS to encourage its contractors to explore their own participation in the program and take steps to assist; however, it is anticipated that contractors will file for their own employees. DHS believes that collecting contractor information and filing on their behalf would be impracticable given the attestation requirements and evolving application process. Therefore, nothing herein is intended to compel DHS to take on the administrative burden of filing for contractor employees.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Strategy II.1.3 — Drive Economic and Workforce Development in the County: Coordinate Workforce Development.

FISCAL IMPACT/FINANCING

There will be no net county cost. The DHS will incur and be responsible for the administrative expenses and payroll tax liabilities associated with applying for, receiving, and disbursing payments in the same manner as in the ordinary course of business. There may also be some nominal cost associated with encouraging contractors to participate in RPP. That cost too will be shouldered by DHS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under a new State law, certain health care workers in California are eligible to receive State-funded COVID-19 retention payments. Some healthcare workers employed by the County of Los Angeles (County), or whose employers are contracted with the County meet the State's requirements. RPP participation is not mandatory; eligible entities elect to do so of their own volition.

Two types of entities may apply to draw down RPP funds. The first type, "Covered Entities," comprises entities that operate a qualifying facility (as described further below). The second type, "Covered Services Employers" (CSEs), includes firms that both (1) directly employ or exercise control over the wages, hours, or working conditions, and (2) provide onsite services such as clerical, dietary, environmental services, laundry, security, engineering, facilities management, administrative, or billing staff through a contract with a qualifying facility (or provide nurse practitioners or physician assistants at a qualifying facility through a professional corporation where the professional corporation is the employer of record). Cal. Labor Code, § 1491. The County is a Covered Entity

because it owns and operates qualifying facility; some of its contractors are CSEs. (See, Cal. Labor Code, § 1491(a), (k).)

Under Cal. Labor Code, § 1491(k)(7) and State of California Department of Health Care Services (DHCS) guidance, the list of what constitutes a “Qualifying facility” includes:

“[A] designated public hospital system that is comprised of a designated public hospital...and its affiliated governmental health and behavioral health provider entities, *including nonhospital settings*. A single designated public hospital system may include multiple designated public hospitals under common government ownership.”

All four DHS hospitals –Harbor-UCLA Medical Center, Olive View- UCLA Medical Center, Rancho Los Amigos National Rehabilitation Center, LAC+USC Medical Center – are qualified in the applicable legislation via its incorporation by reference of Welfare and Institutions Code 14184.10(f). Cal. Labor Code, § 1491(k)(7). Subject to contrary guidance from DHCS, DHS understands “non-hospital settings” to include DHS’ primary care, ambulatory surgical centers, and other outpatient clinics.

Not all employees of a Covered Entity or CSE are eligible to receive payments. Each individual must meet several criteria set by the State. For example, an eligible full-time employee must have been “compensated for at least 400 in-person hours performed on the site of a *qualifying facility* during the qualifying work period for a single covered entity or covered services employer, *or is considered to be a full-time employee on the site of a qualifying facility by the covered entity* or covered services employer. With respect to that requirement, a person must work on-site at a Qualified facility at least part-time from July 30 - October 28, 2022 and still be working on November 28, 2022. Managers and supervisors are excluded from the pool.

Under RPP, eligible employees potentially can collect different amounts depending on their circumstances. Full-time employees may receive up to \$1,000 plus the amount of “matching retention payments” paid to by the Covered Entity or Covered Services Employer, up to a maximum State payment of \$1,500. Part-time employees may collect up to \$750 plus the amount of matching retention payment paid to the eligible part-time employee by the Covered Entity or CSE, up to a maximum State payment of \$1,250. For an eligible physician, the State payment amount shall be up to \$1,000. DHCS may reduce payment amounts described above subject to pro rata reductions based on volume of requests and funding appropriated.

Under the relevant definitions, the County has made matching retention payments to some, but not all, of its eligible employees; therefore, potential maximum payments will vary among them. For County purposes, matching retention payments primarily include compensation paid as bonus pay as a result of the COVID-19 pandemic between December 1, 2021, and December 31, 2022, such as the County COVID-19 appreciation pay and the DHS-specific Heroes Pay.

Covered Entities and CSEs must register before December 21, 2022, and submit their applications, including a list of eligible employees no later than 5 p.m. on December 30, 2022. The State has requested detailed information for each potentially eligible employee. See, Cal. Labor Code § 1492.

Finally, DHCS anticipates issuing payments to Covered Entities and Covered Services Employers in January 2023.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow continued access of Medi-Cal beneficiaries to critical health, mental health, and substance use services. Additionally, DHS participation will support efforts to retain critical healthcare workers in our system.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:aw

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/02/2022	
BOARD MEETING DATE	11/15/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	AUTHORIZATION TO EXECUTE A SOLE SOURCE AMENDMENT TO AGREEMENT HA-707157 WITH NETSMART TECHNOLOGIES, INC. TO INCREASE THE MAXIMUM AGREEMENT SUM FOR THE PROVISION OF A MANAGED CARE INFORMATION SYSTEM	
PROGRAM	Substance Abuse Prevention and Control (SAPC)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: See attached sole source checklist. This is an amendment to an existing IT sole source contract to increase the Pool Dollars and Maximum Agreement Sum.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING.	Total cost: This action would increase the Maximum Agreement Sum from \$49,161,655 to \$61,161,655	Funding source: State Realignment funds.
	TERMS (if applicable): The term is April 4, 2017, through April 3, 2027.	
	Explanation:	
PURPOSE OF REQUEST	To add Pool Dollars to cover optional work for the continued provision of Help Desk services, application management support services, and fund future work related to Healthcare Interoperability Data Exchange (HIDEX) program to meet State requirements.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Without additional Pool Dollars, Public Health will be unable to continue help desk support services or meet upcoming state requirements for CalAIM initiatives. As required under Board Policy 5.100, Public Health notified your Board on September 1, 2022, of its intent to request Board approval to execute a sole source amendment to increase the maximum agreement sum.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov Gary Tsai, Public Health Substance Abuse Prevention and Control, (626) 299-3504 GTsai@ph.lacounty.gov Patrice Salseda, Principal Deputy County Counsel, (213) 972-5725 psalseda@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.
Chief Deputy Director

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BOARD OF SUPERVISORS

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Fifth District

DRAFT

November 15, 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 EXECUTE A SOLE SOURCE AMENDMENT TO AGREEMENT
HA-707157 WITH NETSMART TECHNOLOGIES, INC. TO INCREASE THE
MAXIMUM AGREEMENT SUM FOR THE PROVISION OF A MANAGED CARE
INFORMATION SYSTEM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE () APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Request approval to execute Sole Source Amendment Number Two to Agreement Number HA-707157 with Netsmart Technologies, Inc., to add \$12,000,000 in Pool Dollars for Optional Work, thereby increasing the Maximum Agreement Sum, to allow for needed enhancements to the Department of Public Health (Public Health), Substance Abuse Prevention and Control (SAPC) Managed Care Information System, the electronic health record (EHR) known as Sage.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Public Health (Director), or designee, to execute Sole Source Amendment Number Two, substantially similar to Exhibit I, to the existing Public Health Substance Use Disorder (SUD) Managed Care Information System (Sage)

Agreement with Netsmart Technologies, Inc. (Netsmart) to increase the contract sum by \$12,000,000 in Pool Dollars, from \$49,161,655 to \$61,161,655 to be used for Other Professional/Change Orders for post-implementation system enhancements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 4, 2017, with your Board's approval, Public Health-SAPC entered into a contract with Netsmart for the provision of a SUD-EHR system as part of the County's implementation of the Drug Medi-Cal Organized Delivery System (DMC-ODS) effective upon execution for the period April 4, 2017, through April 3, 2027. The contract included a \$12.2 million Pool Dollar allocation for Optional Work and enhancements to the system.

Approval of Recommendation 1 will allow Public Health-SAPC to replenish the Pool Dollars for the continued provision of Help Desk Support and Professional Services. The requested Pool Dollars will be used to execute change orders to fund critical ongoing support services and agreed upon and necessary system enhancements to meet new state and federal regulations and improve functionality and the user experience.

Since the implementation of Sage, Public Health-SAPC has leveraged the Pool Dollars to execute change orders for essential services needed to implement, manage, and enhance the system. These included an extension of 24/7 Help Desk services, including level 1 (basic) and level 2 (advanced) Help Desk services, to assist in identifying and resolving Sage user issues submitted by Public Health-SAPC and its contracted provider network. Additionally, these funds were used to acquire Application Management Services (AMS) to provide needed system management support required for effective system operation. At the time of the original contract execution, Public Health Information System (PHIS) management explored directly staffing level 1 (basic) Help Desk services for Sage as opposed to contracting with Netsmart for these services. However, due to expanded priorities encountered due to the COVID-19 pandemic, PHIS was unable to provide the Help Desk level 1 support services and therefore Public Health-SAPC continues to need to pay for these vital support services through Pool Dollars. Pool Dollars were also leveraged to extend key additional management support services offered by Netsmart to help refine and improve the system and meet state requirements for SUD EHR systems. Key among these are the mandated data sharing endeavors specified in the Department of Health Care Services' (DHCS) California Advancing and Innovating Medi-Cal (CalAIM) initiative and the Behavioral Health Quality Improvement Program (BHQIP). CalAIM and BHQIP include significant requirements for the Healthcare Interoperability Data Exchange (HIDEX) project intended to meet the requirement for data exchange capabilities and standards that will enable Public Health-SAPC to improve the quality of care through meaningful data sharing among various healthcare systems. In short, HIDEX will provide a framework to meet DHCS requirement for meaningful data exchange.

Public Health-SAPC will use approximately \$10.4 million of the additional Pool Dollars to fund known expenditures to continue basic and advanced Help Desk services and application management support services for the next five years. The remaining \$1.6 million will be used to fund the ongoing work related to the HIDEX project as well as system enhancements identified during the continued operation of the system. Some of the anticipated work may cover data interoperability such as our HIDEX project, and data sharing with Health Information Exchanges (HIEs) such as Los Angeles Network for Enhanced Services (LANES) to meet both CalAIM and the BQHIP data exchange requirements. Both of those efforts are State-mandated and will require significant updates and integration work with Sage.

Implementation of Strategic Plan Goals

The recommended action supports Strategic Plan Goal III.2 – Embrace Digital Government for the Benefit of our internal Customers and Communities; Objective III.2.1 – Enhance Information Technology Platforms to Securely Share and Exchange Data; and Objective III.2.3 – Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency.

FISCAL IMPACT/FINANCING

The DMC-ODS waiver provides substantial financial support for expanded SUD services. Under the financing available through the Affordable Care Act (ACA), the federal share of costs for Medi-Cal beneficiaries who became newly eligible through the ACA in 2014 is 90 percent and 50 percent for beneficiaries who were eligible prior to the ACA's Medi-Cal expansion. Non-federal SUD funding streams are used to draw down the maximum federal Medi-Cal matching funds to support the expanded SUD services available to all Medi-Cal beneficiaries under the DMC-ODS Waiver.

Public Health-SAPC continues to anticipate that DMC-ODS services in Los Angeles County will not require additional net County cost, as existing funding streams and the County's ability to draw down the maximum federal Medi-Cal matching funds should be sufficient to provide the full continuum of SUD services. The temporary Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARPA) funds will also enable Public Health-SAPC to address service needs that resulted due to the pandemic and assist in ensuring that sufficient SUD prevention and treatment services are available to County residents.

One of the functions of Sage is to bill for both DMC reimbursable services (treatment) and for non-DMC reimbursable services (Recovery Bridge Housing). SAPC will leverage funding through the DMC Intergovernmental Agreement to support Sage and will also use Realignment to fund any remaining portion to support Sage enhancement services.

The recommended contractual actions therefore will be fully funded by State Realignment funds, or other available funds as appropriate and available through DMC reimbursable services.

There is no net County cost associated with this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

By participating in the DMC-ODS waiver Public Health-SAPC must operate as a federally-designated "prepaid inpatient health plan" in compliance with the Code of Federal Regulations Section 42, Part 438 (42 CFR Part 438). This requires Public Health-SAPC to conduct a continuous quality assessment and performance improvement program, participate in an external quality review process, and establish a patient appeals and grievance process. Further, DHCS is in the midst of implementing CalAIM. This program is a comprehensive reimagining of Medi-Cal that has already begun to make significant changes in how services are delivered, documented, coordinated among providers and ultimately how they are funded. Through these efforts, Public Health-SAPC will continue to transform the specialty SUD system, including payment reform and a move from Certified Public Expenditures to Intergovernmental Transfers and develop the required capacity for data exchange that CalAIM requires.

As required under Board Policy 5.100, Public Health notified your Board on September 1, 2022, of its intent to request Board approval to execute a sole source amendment to increase the maximum agreement sum.

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

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

CONTRACTING PROCESS

On April 4, 2017, the Health Agency, through the Department of Health Services (DHS), with your approval, entered into an agreement with Netsmart Technologies, Inc. (Netsmart), for the provision of a Substance Use Disorder (SUD) Managed Care Information System (MCIS or System) as part of the County's implementation of the Drug Medi-Cal Organized Delivery System (DMC-ODS) effective upon execution, for an initial term of ten (10) years, with an option to extend the term of the Agreement for five (5) additional one-year periods. The contract included a \$12.2 million pool dollar allocation for Optional Work and enhancements to the system. The term of this contract is currently April 4, 2017, through April 3, 2027.

On October 24, 2018, the Interim Director of the Health Agency, Fred Leaf, delegated his signature authority for contractual documents initiated by DHS to Dr. Barbara Ferrer, Director of the Public Health.

On September 25, 2019, Change Notice Number 1 was executed in accordance with Paragraph 15, Changes to Agreement, Sub-Paragraph 15.2, Change Notice, shall be made in a the form of a written change notice which is formally executed by the County and Contractor, to affect administrative revisions to Exhibit E, Administration of Agreement, and Exhibit Q, Letter of Credit.

This Amendment includes updated and new Board policy language, and Board-mandated provisions, including COVID-19 Vaccinations of County Contractor Personnel, Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signature and Representations, Compliance with Fair Chance Employment Practices, Compliance with the County's Policy of Equity, Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List, Consideration of Hiring GAIN/GROW Participants, Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, County's Quality Assurance Plan, Cyber Liability Insurance, Default Method of Payment: Direct Deposit or Electronic Funds Transfer; Record Retention and Audits, Termination for Improper Consideration, and Workers' Compensation and Employer's Liability.

The Amendment has been reviewed and approved as to form by County Counsel.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO determined that this recommended action does not include any new technology items that would necessitate a formal written CIO Analysis.

Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The range of new SUD services that resulted from implementing the DMC-ODS Waiver significantly advances the potential for positive patient health outcomes and for producing overall cost savings to the safety net healthcare delivery system, particularly with greater service coordination and integration with physical and mental health care. Most importantly, enhanced service quality will contribute to the preservation and improvement in the quality of life for patients, their families, and the communities in which they live.

The Honorable Board of Supervisors
November 15, 2022
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Respectfully submitted,

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

Reviewed by:
Peter Loo
Acting Chief Information Officer

BF:nb
BL#06584

Enclosures

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

SOLE SOURCE CHECKLISTDepartment Name: Department of Public Health☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

April 4, 2017

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

Chief Executive Office_____
Date

Agreement Number: HA-707157

**AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES
AND
NETSMART TECHNOLOGIES, INC.
FOR
SUBSTANCE USE DISORDER MANAGED CARE INFORMATION SYSTEM
(SUD-MCIS) SOLUTION**

Amendment Number 2

THIS AMENDMENT is made and entered into on _____,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and NETSMART TECHNOLOGIES, INC. (hereafter
"Contractor").

WHEREAS, on April 4, 2017, County and Contractor entered into Agreement Number HA-707157 to furnish the managed care information system and related services and technical support subject to the terms of the Agreement; and

WHEREAS, on September 25, 2019, Change Notice Number 1 was executed in accordance with Paragraph 15, Changes to Agreement, Sub-Paragraph 15.2, Change Notice, shall be made in a the form of a written change notice which is formally executed by the County and Contractor, to affect administrative revisions to Exhibit E, Administration of Agreement, and Exhibit Q, Letter of Credit; and

WHEREAS, on **Month XX**, 2022, the County Board of Supervisors approved and instructed the Director of Public Health, or Designee, to execute an Amendment to Agreement Number HA-707157; and

WHEREAS, Agreement provides that changes in accordance to paragraph 15.1 Amendments, may be made in the form of a written Amendment which formally approved and executed by the parties;

WHEREAS, it is the intent of the parties hereto to amend the Agreement to incorporate provisions to the agreement, to add to Pool Dollars and increase the maximum agreement sum, and provide for other changes set forth herein; and,

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment is hereby incorporated into the original Agreement, and all its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as is fully set forth herein.
2. This Amendment shall be effective upon Board approval.
3. Paragraph 8.0, AGREEMENT SUM, Subparagraph 8.1 Maximum Agreement Sum, shall be deleted in its entirety and replaced as follows:

“8.1 Maximum Agreement Sum

The Maximum Agreement Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, Solution, Services and other services required or requested by County under and during the term of this Agreement. If County does not approve work in writing, no payment shall be due Contractor for those Services. The Maximum Agreement

Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder shall not exceed Sixty-One Million, One Hundred Sixty-One Thousand, Six Hundred Fifty-Five Dollars (\$61,161,655), as further detailed in Exhibit C (Payment Schedule), unless the Maximum Agreement Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Section 15.0 (Changes to Agreement). The Maximum Agreement Sum under this Agreement shall cover the authorized payments for all elements of the System, including the Solution, and Services including, Implementation Services, Maintenance and Support Services, and any Optional Work. The Maximum Agreement Sum shall not be adjusted for any costs or expenses whatsoever of Contractor. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the Project Director at the address herein provided in Section 2 (County's Administration) of Exhibit E.1 (Administration of Agreement)."

4. Paragraph 8.9, Record Retention and Inspection/Audit Settlement, shall be deleted in its entirety and replaced as follows:

"8.9 Record Retention and Audits

8.9.1 Service Records: Contractor shall maintain all service records related to this contract for a minimum period of 10 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.

- 8.9.2 Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; 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 <https://auditor.lacounty.gov/wp-content/uploads/2022/05/A-C-Handbook-Revised-June-2021.pdf>. Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. 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 which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including 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.

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 financial records 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 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.

8.9.3 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.

8.9.4 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 each 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).

8.9.5 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.

8.9.6 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.

8.9.7 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.

8.9.8 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.

8.9.9 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.”

5. Paragraph 10.3, Termination for Improper Consideration, shall be deleted in its entirety and replaced as follows:

“10.3 Termination for Improper Consideration

The County may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this Agreement 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 Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. 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 consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.”

6. Paragraph 17.0, Assignment and Delegation, shall be deleted in its entirety and replaced as follows:

“17.0 Assignment and Delegation/Mergers or Acquisitions

- 17.1 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.
- 17.2 The Contractor shall not assign, exchange, transfer, or delegate its rights and duties under this Agreement, 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 sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and approved as to form by County Counsel. Any payments by County to any approved delegate or

assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

- 17.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any 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 Agreement which may result in the termination of this Agreement. 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."

7. Paragraph 20.0, County's Quality Assurance Plan, shall be deleted in its entirety and replaced as follows:

"20.0 County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance of the Agreement 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 Agreement or impose other penalties as specified in this Agreement.

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 Agreement term extension option.”

8. Paragraph 25.0, General Provisions for All Insurance Coverage, shall be revised to add paragraphs 25.15 and 25.16 as follows:

“25.15 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.

The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

25.16 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.”

9. Paragraph 26.3, Workers Compensation and Employer's Liability, shall be deleted in its entirety and replaced as follows:

"26.3 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."

10. Paragraph 26.5, Privacy and Network Security (Cyber) Liability, shall be deleted in its entirety and replaced as follows:

"26.5 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$10 million per occurrence and in the aggregate during the term of the Agreement, including coverage for: network security

liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy."

11. Paragraph 28.11, Facsimile Representations, shall be deleted in its entirety and replaced as follows:

"28.11 Counterparts and Electronic Signature and Representations

This Agreement 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 Agreement. 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, (e.g., facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.”

12. Paragraph 29.3, Contractor’s Acknowledgement of County’s Commitment to the Safely Surrendered Baby Law, shall be deleted in its entirety and replaced as follows:

“29.3 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/>.”

13. Paragraph 29.16, Consideration of Hiring County Employees Targeted for Layoff/Re-Employment List, the title of the paragraph shall be revised to read as follows:

“29.16 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List”

14. Paragraph 29.17, Consideration of Hiring GAIN/GROW Participants, shall be deleted in its entirety and replaced as follows:

“29.17 Consideration of Hiring GAIN/GROW Participants

29.17.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, 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, and the Department of Workforce Development, Aging and Community Services at

BSERVICES@WDACS.LACOUNTY.GOV; and, DPSS will refer qualified GAIN/GROW job candidates.

29.17.2 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.”

15. Paragraph 29.24, COVID-19 Vaccinations of County Contractor Personnel, shall be added to the agreement as follows:

“29.24 COVID-19 Vaccinations of County Contractor Personnel

29.24.1 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 Agreement (collectively, “In-Person Services”).

29.24.2 Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the

second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).

29.24.3 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 Health Card reader displays to the reader the client’s 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; (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 Agreement 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 Agreement, and must provide such records to the County for audit purposes, when required by County.

29.24.4 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 Agreement, and/or, (3) coming into contact with the public while performing services under this Agreement:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test which 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 Agreement is with.

29.24.5 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 R (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.”

16. Paragraph 29.25, Compliance with Fair Chance Employment Practices, shall be added to the agreement as follows:

“29.25 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement."

17. Paragraph 29.26, Compliance with the County's Policy of Equity, shall be added to the agreement as follows:

"29.26 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, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. 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."

18. Paragraph 29.27, Default Method of Payment: Direct Deposit or Electronic Funds Transfer, shall be added to the agreement as follows:

“29.27 Default Method of Payment: Direct Deposit or Electronic Funds**Transfer**

29.27.1 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).

29.27.2 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.

29.27.3 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.

29.27.4 At any time during the Agreement, 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.”

19. Exhibit A.1.1, myAvatar Solution Requirements, SR# 27, the description shall be revised to read as follows:

“The Solution shall not allow any County Data to be overwritten and/or destroyed without County's written request and not prior to ten (10) years from the point of creation in accordance with County Retention Policy and applicable law.”.

Contractor: Based on discussions with County, this requirement is about keeping data for a minimum of 10 years. The solution can keep the data for 10 years or more.”

20. Exhibit A.1.2, ProviderConnect Solution Requirements, SR# 27, the description shall be revised to read as follows:

“The Solution shall not allow any County Data to be overwritten and/or destroyed without County's written request and not prior to ten (10) years from the point of creation in accordance with County Retention Policy and applicable law.”.

Contractor: Based on discussions with County, this requirement is about keeping data for a minimum of 10 years. The solution can keep the data for 10 years or more.”

21. Exhibit C.7, Pool Dollars, shall be deleted in its entirety and replaced with Exhibit C.7.1, Pool Dollars, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit C.7, Pool Dollars, shall be deemed amended to state “Exhibit C.7.1, Pool Dollars.”

22. Exhibit H, Business Associate Agreement, shall be deleted in its entirety and replaced with Exhibit H.1, Business Associate Agreement, attached hereto and incorporated by reference. All references in the Agreement to Exhibit H, Business Associate Agreement, shall be deemed amended to state “Exhibit H.1, Business Associate Agreement.”
23. Exhibit R, COVID-19 Vaccination Certification of Compliance, attached hereto and incorporated herein by reference shall be added to the Contract.
24. Except for the changes set forth hereinabove, the Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, or designee, and Contractor has caused this Amendment 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

NETSMART TECHNOLOGIES, INC.
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#06584:nb

EXHIBIT C.7.1
Pool Dollars

CHANGE ORDER OR AMENDMENT NO.	EFFECTIVE DATE	INITIAL BALANCE OF POOL DOLLARS	ADJUSTED AMOUNT UNDER CHANGE ORDER OR AMENDMENT	REMAINING BALANCE OF POOL DOLLARS
Change Order 1	9/27/2018	\$12,198,003	(\$ 498,498)	\$11,699,505
Change Order 2	7/28/2020	\$11,699,505	(\$ 141,960)	\$11,557,545
Change Order 3	8/26/2021	\$11,557,545	(\$ 7,523)	\$11,550,022
Change Order 5	10/31/2018	\$11,550,022	(\$ 629,136)	\$10,920,886
Change Order 7	7/15/2021	\$10,920,886	(\$ 13,878)	\$10,907,008
Change Order 8	10/18/2021	\$10,907,008	(\$ 91,200)	\$10,815,808
Change Order 9	7/31/2019	\$10,815,808	(\$3,472,800)	\$ 7,343,008
Change Order 15	7/20/2020	\$ 7,343,008	(\$ 14,140)	\$ 7,328,868
Change Order 16	5/4/2022	\$ 7,328,868	(\$ 17,931)	\$ 7,310,937
Change Order 18	5/4/2022	\$ 7,310,937	(\$ 49,063)	\$ 7,261,874
Change Order 19	9/10/2020	\$ 7,261,874	(\$ 629,136)	\$ 6,632,738
Change Order 20	3/9/2021	\$ 6,632,738	(\$ 12,179)	\$ 6,620,559
Change Order 21	5/4/2022	\$ 6,620,559	(\$ 11,878)	\$ 6,608,681
Change Order 22	1/4/2022	\$ 6,608,681	(\$1,356,075)	\$ 5,252,606
Change Order 23	8/1/2021	\$ 5,252,606	(\$3,576,984)	\$ 1,675,622
Change Order 27	9/1/2022	\$ 1,675,622	(\$ 657,720)	\$ 1,017,902
Amendment No.2	(Date of execution)	\$ 1,017,902	\$12,000,000	\$13,017,902

EXHIBIT H.1
BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

Therefore, the parties agree as follows:

1. Definitions

- 1.1 "42 Code of Federal Regulations (CFR) Part II" are the provisions of Federal law which govern the confidentiality of patient alcohol and drug abuse treatment records.
- 1.2 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.3 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.4 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.5 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

- 1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.8 "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.)
- 1.9 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.10 "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.
- 1.11 "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.
- 1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.13 "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).
- 1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.16 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or

mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.17 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.20 "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.
- 1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.23 "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.)
- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. Permitted and Required Uses and Disclosures of Protected Health Information

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

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

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

3. Prohibited Uses and Disclosures of Protected Health Information

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

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

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

3.4 Business Associate shall comply with 42 C.F.R. Part 2 which restricts the disclosure of information of patient alcohol and drug abuse treatment records.

4. Obligations to Safeguard Protected Health Information

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

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

5. Reporting Non-Permitted Uses or Disclosures, Security Incidents, and Breaches of Unsecured Protected Health Information

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

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly 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**, that includes, to the extent possible:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;

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

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

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

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

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

6. Written Assurances of Subcontractors

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

the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. Access to Protected Health Information

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual

requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. Amendment of Protected Health Information

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. Accounting of Disclosures of Protected Health Information

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

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

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

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

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5)

days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. Compliance with Applicable HIPAA Rules

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

11. Availability of Records

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

12. Mitigation of Harmful Effects

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

13. Breach Notification to Individuals

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

- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Section 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. Indemnification

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

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

15. Obligations of Covered Entity

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

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

16. Term

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. Termination for Cause

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

18. Disposition of Protected Health Information Upon Termination or Expiration

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. Audit, Inspection, and Examination

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. Miscellaneous Provisions

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

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION
Released March 13, 2022, Version 2.0

EXHIBIT R

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 _____

☐ 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

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/2/2022	
BOARD MEETING DATE	11/15/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	APPROVAL TO EXECUTE AN AMENDMENT TO HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES CONTRACT NUMBER PH-001044 WITH THE LOS ANGELES LGBT CENTER TO INCREASE THE ANNUAL MAXIMUM OBLIGATION EFFECTIVE DATE OF BOARD APPROVAL THROUGH JUNE 30, 2023	
PROGRAM	Division of HIV and STD Programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEADLINES/ TIME CONSTRAINTS	Increase funds to contract to end on June 30, 2023 and delegated authority to extend for two years.	
COST & FUNDING	Total cost: \$134,338 (increase)	Funding source: CDC Ending the HIV Epidemic funds and CDC Integrated HIV Surveillance Prevention Program funds
	TERMS (if applicable): Increase funding for current term July 1, 2022 through June 30, 2023 and delegated authority to extend at revised maximum obligation July 1, 2023 through June 30, 2025.	
	Explanation:	
PURPOSE OF REQUEST	To increase funding to cover the actual costs of a Community Embedded Disease Investigation Specialist (CEDIS). The CEDIS team play a significant role in LGBT Center's Community Health Programs ongoing efforts to prevent and reduce the transmission of HIV and sexually transmitted infections. As a compliment to the HE/RR program, CEDIS offer preventative education, health literacy and treatment adherence education to all patients who come into the clinic with a positive result or known exposure	
BACKGROUND (include internal/external issues that may exist including any related motions)	Currently, the CEDIS team are budgeted at 70 percent which does not allow for the full use of these staff. The augmentation will allow the agency to support these staff at 100 percent. The CEDIS team play an integral part in the clinical flow by providing health education and risk reduction to patients who come into the LGBT Center. Without the additional funding, LGBT Center cannot support the entire CEDIS team and the full compliment of services that the CEDIS team provides.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: 2. Alliance for Health Integration; services integrate services across health services and public health to assist client's access to care and address mental health	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, jbobrowsky@ph.lacounty.gov Monique Collins, Senior Staff Analyst, (213) 351-1115, mcollins@ph.lacounty.gov Margaret Ambrose, Senior Deputy County Counsel, (213) 974-0941, Mambrose@counsel.lacounty.gov	



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

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

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

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Los Angeles, California 90012
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DRAFT



**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 15, 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 HIV/AIDS HEALTH
EDUCATION/RISK REDUCTION PREVENTION SERVICES CONTRACT NUMBER
PH-001044 WITH THE LOS ANGELES LGBT CENTER TO INCREASE THE ANNUAL
MAXIMUM OBLIGATION EFFECTIVE DATE OF BOARD APPROVAL THROUGH
JUNE 30, 2023
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute an amendment to HIV/AIDS Health Education/Risk Reduction Prevention Services Contract Number PH-001044 with the Los Angeles LGBT Center to increase the maximum obligation for the provision of additional prevention services effective date of Board approval through June 30, 2023, and delegated authority to extend the contract term through June 30, 2025.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute Amendment Number 18 to Contract Number PH-001044 with the Los Angeles LGBT Center (LGBT Center) for the provision of additional Health Education/Risk Reduction (HE/RR) Prevention services, substantially similar to Exhibit I, to increase the annual funding by \$134,338 from \$225,000 to \$359,338 effective date of Board approval through June 30, 2023, 100 percent funded by Centers for Disease Control and Prevention (CDC) Integrated HIV

Surveillance and Prevention Program (IHSP) funds and CDC Ending the HIV Epidemic (EHE) funds.

2. Delegate authority to the Director of Public Health, or her designee, to execute amendments to Contract Number PH-001044, that extend the term through June 30, 2025 at the revised annual base maximum obligation; adjust the term through December 31, 2025; and/or provide an increase or decrease in funding up to 10 percent above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the 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 corrections of errors in the contract's terms and conditions.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend Contract Number PH-001044 upon issuing a written notice to the contractor if they fail to perform and/or fully comply with program requirements; to terminate the contract for convenience by providing a 30-calendar day advance written notice to the contractor; and to accept a voluntary contract termination notice from the contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

HE/RR prevention services provide education, awareness, and skill-building to increase knowledge about HIV risk behaviors, decrease the frequency of those behaviors, and ensure that those individuals living with HIV reduce the probability of transmitting HIV to others. HE/RR prevention services also provide a means to link persons at high risk for HIV or persons of unknown HIV status to available HIV counseling and testing services, medical care, and biomedical HIV prevention services.

Approval of Recommendation 1 will allow Public Health to amend the existing HE/RR prevention services contract with the LGBT Center to increase funding to cover the actual costs of a Community Embedded Disease Investigation Specialist (CEDIS). Currently, the CEDIS team are budgeted to provide services for 70 percent of their time, which does not allow for the full use of these staff. The augmentation will allow the agency to support these staff to provide services for 100 percent of their time. The CEDIS team play a significant role in LGBT Center's Community Health Programs ongoing efforts to prevent and reduce the transmission of HIV and sexually transmitted infections. As a compliment to the HE/RR prevention program, CEDIS offer preventative education, health literacy and treatment adherence education to all patients who come into the clinic with a positive result or known exposure. CEDIS locate

and provide referrals to sexual partners of individuals who have tested positive for HIV and/or a sexually transmitted infection (STI). During the ongoing Novel Coronavirus-2019 (COVID-19) pandemic and the emerging outbreak of Monkeypox (M-Pox), the CEDIS team has assisted with morbidity report submissions and education to individuals who contracted and/or were exposed to COVID-19 and M-Pox. The CEDIS team play an integral part in the clinical flow by providing health education and risk reduction to patients who come into the LGBT Center. Additionally, the CEDIS team aligns with the HE/RR Prevention Program through the following activities:

- Builds rapport with patients which encourages them to improve their health status and reduce the risk of transmission to others.
- Provides information to all patients, with a large focus on patients living with HIV, by providing psychosocial and medical support services.
- Provides information on the importance of treatment adherence to remain undetectable and reduce HIV transmission is stressed with every patient interaction.
- Conducts follow up with sexual partners of patients who are HIV positive and/or have an STI and are counseled and brought in for testing and/or treatment.
- Provides HIV biomedical education on nonoccupational Post-Exposure Prophylaxis (nPEP) and Pre-Exposure Prophylaxis (PrEP) for patients exposed to HIV.
- Provides the necessary information on health care coverage options to patients that don't have insurance, so they can continue receiving services at the LGBT Center.
- Rapidly identifies patients who are unaware that they may be infected with HIV/STD and helps them receive treatment and care.

Approval of Recommendation 2 will allow Public Health to execute amendments to the HE/RR prevention services contract to extend and/or adjust the term of the contract, and/or increase or decrease funding up to 10 percent above or below the revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments to the SOW, as necessary. This recommended action will enable Public Health to amend the contract to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

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

Approval of Recommendation 3 will allow Public Health to execute change notices to the contract that authorize modifications to, or within budget categories, and corresponding service adjustments to the SOW, as necessary; changes to hours of

operation and/or service locations; changes to the hours of operation and/or service locations; and/or make corrections to the contract's terms and conditions.

Approval of Recommendation 4 will allow Public Health to immediately suspend Contract Number PH-001044, if the contractor fails to perform and/or to fully comply with program requirements, to terminate contract for convenience by providing a 30-calendar day advance written termination notice to contractor, and to accept a voluntarily request to terminate their contract.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total cost to amend Contract Number PH-001044 is \$134,338, increasing the annual maximum obligation from \$225,000 to \$359,338 for the period effective date of Board approval through June 30, 2023; 100 percent funded by CDC IHSP and CDC EHE funds.

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

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Health's allocation for this service category is aligned with the Los Angeles County Commission on HIV allocation directives.

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

CONTRACTING PROCESS

Since the original award date, this contract has undergone multiple amendments, including term extensions, adjustments to funding allocations, and revisions to the SOW.

On March 30, 2021, the Chief Executive Office on behalf of your Board approved the extension of Contract Number PH-001044 on a month-to-month basis until the end of the month of the six-month anniversary following the date on which the Proclamation of a Local and Public Health Emergency due to COVID-19. Public Health exercised that authority and extended Contract Number PH-001044 with LGBT Center effective July 1, 2021 through June 30, 2022 at the annual maximum obligation of \$225,000.

The Honorable Board of Supervisors

November 15, 2022

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Under the authority referenced above, Public Health again extended Contract Number PH-001044 with LGBT Center at the annual maximum obligation of \$225,000 for the term effective July 1, 2022 through June 30, 2023.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommended actions will allow Public Health to enhance the delivery of HE/RR prevention services to residents in Los Angeles County.

Respectfully submitted,

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

BF:kg
BL #06567

Enclosure

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

Contract No. PH-001044

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES AGREEMENT**

Amendment No. 18

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

LOS ANGELES LGBT CENTER
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES AGREEMENT," dated October 1, 2009, and further identified as Agreement No. PH-001044, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, on November 15, 2022, the Board of Supervisors authorized the Director of Public Health, or designee, to execute an amendment to the contract to increase the annual funding; and

WHEREAS, under this authority, it is the intent of the parties hereto to amend Agreement to increase the maximum obligation for the period of July 1, 2022 through June 30, 2023, to support the increase in services by the Community Embedded Disease Intervention Specialist (CEDIS) for the continued provision of Health Education/Risk Reduction Prevention services, and make other hereafter designated changes; and

WHEREAS, County has been awarded grant funds from the Centers for Disease

Control and Prevention (hereafter "CDC"), Integrated HIV Surveillance and Prevention Program (hereafter "IHSP"), and CDC Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic (EHE) in the United States, Assistance Listing Number 93:940; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment is hereby incorporated into the original Agreement, and all of its terms and conditions, including capitalized terms defined therein, will be given full force and effect as if fully set forth herein.

2. This Amendment will be effective upon execution for the period of July 1, 2022 through June 30, 2023.

3. Exhibit O, STATEMENT OF WORK, FOR HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES, will be amended as shown in Exhibit O.1, and Schedule 23, BUDGET FOR HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES, attached hereto and incorporated by reference, will be added to the Agreement.

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, will be amended to add Subparagraph W to read as follows:

"W. During the period of Date of Board Approval through June 30, 2023, the maximum obligation of County for all services provided hereunder will not exceed one hundred thirty-four thousand, three hundred thirty-eight dollars (\$134,338), as set forth in Schedule 23. This amount will be used to cover CEDIS costs, attached hereto and incorporated herein by reference. Such maximum obligation is comprised of federal funds."

5. Paragraph 5, COMPENSATION, will be deleted in its entirety and replaced as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules 21, 22, and 23, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

5. Paragraph 27, TERMINATION OF INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATION AND CONVENIENCE, Subparagraph C, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"C. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this Agreement 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 Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any

determinations with respect to the Contractor's performance pursuant to the Agreement. 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 consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.”

6. Except for the changes set forth hereinabove, Agreement will not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Public Health, or designee, and Contractor has caused this Amendment to be executed 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

LOS ANGELES LGBT CENTER
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

BL #06567:kg

AMENDMENTS TO STATEMENT OF WORK

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

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**AMENDMENTS TO STATEMENT OF WORK
EXHIBIT O.1**

LOS ANGELES LGBT CENTER

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

1. Exhibit M, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, will be amended to add Subparagraph W to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

W. Effective date of Board approval through June 30, 2023, maximum obligation of County for CEDIS related services provided hereunder will not exceed one hundred thirty-four thousand, three hundred thirty-eight dollars (\$134,338), as set forth in Schedule 23, funded using federal funds."

2. Exhibit M, Paragraph 5, COMPENSATION, will be deleted in its entirety and replaced as follows:

"5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules 21, 22, and 23, and the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

SCHEDULE 23

AMENDMENT TO

LOS ANGELES LGBT CENTER

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

CDC IHSP AND CDC EHE
CEDIS

	<u>Budget Period</u> Date of Board Approval through <u>June 30, 2023</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Supplies	\$ 0
Equipment	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 134,338

During the term of this Agreement, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds will only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/2/2022							
BOARD MEETING DATE	11/15/2022							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Public Health							
SUBJECT	Approval to Execute New Sole Source Contract with Tessie Cleveland Community Services Corporation for Crisis Response Violence Response Program (CRVIP)							
PROGRAM	Office of Violence Prevention							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Services are needed to address an emergent or related time-sensitive need.							
DEADLINES/ TIME CONSTRAINTS	Services anticipated to begin Date of execution							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$375,000</td><td>Funding source: Measure B</td></tr> <tr> <td colspan="2">TERMS (if applicable): Date of execution through June 30, 2023; optional term July 1, 2023 through June 30, 2024</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$375,000	Funding source: Measure B	TERMS (if applicable): Date of execution through June 30, 2023; optional term July 1, 2023 through June 30, 2024		Explanation:	
Total cost: \$375,000	Funding source: Measure B							
TERMS (if applicable): Date of execution through June 30, 2023; optional term July 1, 2023 through June 30, 2024								
Explanation:								
PURPOSE OF REQUEST	New contract to support implementation of the CRVIP in South Los Angeles							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On July 13, 2021, the Board approved the "Community-Based Crisis Response and Violence Interruption Pilot Program," initially focused on Supervisorial District 2, including the Trauma Prevention Initiative (TPI) communities of Westmont West Athens, Willowbrook, unincorporated Compton, and Florence Firestone, where OVP is investing in community leadership networks and peer violence intervention strategies to reduce retaliatory violence and promote peace. The goal of CRVIP is to provide a comprehensive county-community response after a crisis event has occurred to those immediately impacted by the incident, and to the broader community at large, in order to promote healing, and connect families and community members access to critical support including mental health, and healing services. The CRVIP will use a trauma-informed and culturally and linguistically relevant model that engages peer specialists/community messengers who have lived experience as part of the crisis response to address crisis incidents that stem from multiple forms of violence. CRVIP staff will coordinate these efforts with existing crisis response initiatives in LA County, including the Department of Mental Health and Alternatives to Incarceration Alternative Crisis Response.</p>							
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: OVP developed a criteria based assessment to identify communities most impacted by violence to prioritize for strategies. Communities in Supervisorial District 2 with the highest rates of violence, particularly unincorporated communities, will be prioritized for CRVIP. CRVIP will be implemented with an equity lens							

	and in alignment with countywide equity guiding principles, including: 1) reduce racial disparities in life outcomes; 2) strategies that priorities the disadvantaged; 3) authentically engaging community; 7) work collaboratively across department; and 8) act urgently and boldly to achieve results.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #3: Care First, Jails Last / Justice Reform: This Board priority highlights OVP initiatives to reduce violence, and also highlights the Alternative Crisis Response initiative, which CRVIP will complement by providing a community healing response post a broader range of crisis incidents.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov Kelly Fischer, Deputy Director, Office of Violence Prevention, (626) 293-2918, kfischer@ph.lacounty.gov Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 974-1751 CKirkwood@counsel.lacounty.gov



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

DRAFT

BOARD OF SUPERVISORS

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

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

313 North Figueroa Street, Room 8
Los Angeles, CA 90012
TEL (213) 288-8117 * FAX (213) 975-1273

www.publichealth.lacounty.gov

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

November 15, 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 NEW SOLE SOURCE CONTRACT WITH TESSIE
CLEVELAND COMMUNITY SERVICES CORPORATION FOR CRISIS RESPONSE
VIOLENCE INTERVENTION PROGRAM PILOT
(SECOND SUPERVISORIAL DISTRICT) (3 VOTES)**

SUBJECT

Request approval to execute a new sole source contract with Tessie Cleveland Community Services Corporation for the implementation of the Crisis Response Violence Response Program Pilot, effective upon date of execution through June 30, 2025, and authority to execute future amendments and change notices, as appropriate.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a new sole source contract, substantially similar to Exhibit I, with Tessie Cleveland Community Services Corporation (TCCSC) to implement the Crisis Response Violence Intervention Program (CRVIP) Pilot, effective upon date of execution through June 30, 2023, at an annual maximum obligation of \$150,000, with an option to extend thereafter for an additional one-year period through June 30, 2024 at an annual maximum obligation of \$225,000, contingent upon performance and the availability of funding and exercised through written notification from the Director of

Public Health, or designee, to the Contractor prior to the end of the contract term; 100 percent offset by Measure B funds.

2. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the contract that: a) extend the term for an additional year through June 30, 2025, at \$225,000 annually; b) allow a no-cost adjustment up to six months through December 31, 2025; c) allow the rollover of unspent contract funds; and/or d) provide an increase or decrease in funding up to 10 percent above or below each term'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 (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract that authorize budget modifications, 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.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Community violence has increased alongside the devastating impacts of the COVID-19 pandemic, both of which disproportionately impact communities of color and highlight deep inequities. According to the Los Angeles Sheriff's Department, homicides increased 67% in the first half of 2021 compared to 2019 (increasing from 76 to 127 homicides). Additionally, gun-related aggravated assaults increased 85% during these same time periods (increasing from 507 to 940). Many communities in South Los Angeles are devastated by the parallel crisis of violence and the pandemic. These communities are facing unprecedented challenges on multiple fronts, including longstanding inequities that have been brought to the surface.

On September 29, 2020, the Los Angeles County (County) Board of Supervisors approved a motion: Implementing the Office of Violence Prevention's Strategic Plan and Creating a Coordinated Community-Based Crisis Response System instructing the Office of Violence Prevention (OVP), in collaboration with the CEO and the Directors of other associated and impacted County departments, to report back with an OVP Implementation Plan, which would include the creation of a coordinated, community-based CRVIP.

In October 2020, OVP met with our County Leadership Committee, and our Community Partnership Council, and hosted two community listening sessions to obtain input on the design of a CRVIP. Session participants spoke to the need for prevention, intervention, and postvention strategies that would support families and communities holistically. Feedback pointed to the desire for a physical community hub as a centralized place to gather and access services, the need for flexibility in the timing of initiation and duration of services based on family or community needs and preferences, and a choice in the types of services that are provided by a team that would include trusted community leaders and/or

credible messengers that might vary based on the affected community and the nature of the incident.

On July 13, 2021, your Board approved the “Community-Based Crisis Response and Violence Interruption Pilot Program,” initially focused on Supervisorial District 2, including the Trauma Prevention Initiative (TPI) communities of Westmont West Athens, Willowbrook, unincorporated Compton, and Florence Firestone, where OVP is investing in community leadership networks and peer violence intervention strategies to reduce retaliatory violence and promote peace. The goal of CRVIP is to provide a comprehensive county-community response after a crisis event has occurred to those immediately impacted by the incident, and to the broader community at large, in order to promote healing, and connect families and community members access to critical support including mental health, and healing services. The CRVIP will use a trauma-informed and culturally and linguistically relevant model that engages peer specialists/community messengers who have lived experience as part of the crisis response to address crisis incidents that stem from multiple forms of violence. CRVIP staff will coordinate these efforts with existing crisis response initiatives in LAC, including the Department of Mental Health and Alternatives to Incarceration Alternative Crisis Response.

Approval of Recommendation 1 will allow Public Health to execute a sole source Contract with TCCSC to implement the CRVIP pilot program to address the urgent crisis of violence in South Los Angeles communities. TCCSC will work directly with CRVIP staff to provide rapid in-home or in-community responses to individuals and families most directly impacted by a crisis event.

Approval of Recommendation 2 will allow Public Health to execute future amendments to extend and/or adjust the term of the contract; rollover unspent funds; and/or increase or decrease funding up to 10 percent above or below each term’s annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will also enable Public Health to amend the contract to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding. This authority is being requested to enhance Public Health’s efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contract that authorize budget modifications 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.

Implementation of Strategic Plan Goals

The recommended actions support Strategy II.2, Support the Wellness of our Communities;

Objective II.2.1, Reduce Violence in Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total cost of the recommended contract with TCCSC is \$375,000 (consisting of \$150,000 for the period effective upon date of execution through June 30, 2023, and \$225,000 for the optional period of July 1, 2023, through June 30, 2024), fully offset by Measure B funds.

There is no net County cost associated with this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 13, 2021, a Board Motion, Community Based Crisis Response and Violence Interruption Pilot Program, instructed Public Health to implement CRVIP in South Los Angeles communities and instructed the CEO to identify at least \$1,320,000 in unobligated funding in Measure B Special Revenue Fund to support the CRVIP pilot.

As required under Board Policy 5.100, Public Health notified your Board on October 13, 2022, of its intent to negotiate a sole source contract with TCCSC.

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is the Sole Source Checklist signed by the CEO.

CONTRACTING PROCESS

Public Health is recommending execution of a sole source contract with TCCSC due to its unique and extensive expertise in providing comprehensive and culturally responsive crisis response services in South Los Angeles.

Failure to execute a sole source contract with TCCSC would jeopardize Public Health's ability to provide urgently needed services to address the violence in these communities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to implement the CRVIP pilot to support healing supports for crisis events in Second District communities.

Respectfully submitted,

The Honorable Board of Supervisors
November 15, 2022
Page 5

Barbara Ferrer, PhD, MPH, MEd
Director

BF:sl
BL #06555

Enclosures

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

Contract No. PH-



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION

FOR

**CRISIS RESPONSE VIOLENCE INTERVENTION PROGRAM
PILOT SERVICES**

**DEPARTMENT OF PUBLIC HEALTH
CRISIS RESPONSE VIOLENCE INTERVENTION PROGRAM PILOT SERVICES
CONTRACT**

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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

UNIQUE EXHIBITS

Exhibit H – Charitable Contributions Certification
Exhibit I - COVID-19 Vaccination (Certification of Compliance and
Confidentiality Forms)

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
CRISIS RESPONSE VIOLENCE INTERVENTION PROGRAM PILOT SERVICES
CONTRACT**

THIS CONTRACT "Contract" is made and entered into on _____

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

TESSIE CLEVELAND COMMUNITY
SERVICES CORPORATION (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, on (enter date of BL authorization document), the Board delegated
authority for the County's Director of the Department of Public Health (Public Health), or
duly authorized designee (hereafter jointly referred to as "Director") to execute contracts
for Crisis Response Violence Intervention Program Pilot 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, 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 (give title of 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 of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement

Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
Exhibit G – Jury Service Program

Unique Exhibits

Exhibit H – Charitable Contributions Certification
Exhibit I - COVID-19 Vaccination (Certification of Compliance and Confidentiality Forms)

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 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 execution and shall continue in full force and effect through June 30, 2023, unless sooner terminated or extended, in whole or in part, as provided in this Contract. The County shall have the sole option to extend this Contract term up to an additional one-year period through June 30, 2024. Such extension option shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term.

The Contractor shall notify the Office of Violence Prevention (OVP) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to OVP at the address herein provided in the NOTICES Paragraph of this Contract.

5. MAXIMUM OBLIGATION OF COUNTY:

A.1 For the period of execution through June 30, 2023, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fifty Thousand Dollars (\$150,000), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

A.2 If Contract is extended, for the period of July 1, 2023, through June 30, 2024, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000), as set forth in Exhibit C-2, 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. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total maximum obligation under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under the NOTICES Paragraph of this Contract.

D. 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. 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 OVP at the address herein provided in the NOTICES Paragraph of this Contract.

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.

H. 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.

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) 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, to the extent allowed by the funding source 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 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, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities 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. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified, former County employees who are on a re-employment list, during the life of this Contract.

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 relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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 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 (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 not less than ten (10) calendar days prior to Contractor's policy expiration dates. 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. 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, 3rd 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. 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: 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. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, 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.

G. 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. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. 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.

I. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. 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.

J. Deductibles and Self-Insured Retentions (SIRs): 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.

K. 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.

L. 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.

M. Separation of Insureds: 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.

N. 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.

O. 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 (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 (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. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who is alleged to have committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. 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 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, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive 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 assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

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 working papers 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 such working papers 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. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix

the following notice to all items developed under this Contract: “© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” 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, 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. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

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

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 prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; 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:
<https://auditor.lacounty.gov/wp-content/uploads/2022/05/A-C-Handbook-Revised-June-2021.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 which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including 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.

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 financial records 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 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 each 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 H, 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. 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.

18C. CHILD/ELDER ABUSE/FRAUD REPORT

A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's

mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

B. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at: (800) 540-4000, within 24 hours of suspicion of instances of child abuse.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in WIC Section 15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports shall be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

E. Contractor staff working on this Contract shall also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at: (800) 349-9970 unless otherwise restricted by law from disclosing such information."

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 ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Office of Violence Prevention
1000 South Fremont Avenue, Unit 61
Building A-9 East, 5th Floor South
Alhambra, California 91803

Attention: Violence Prevention Program Manager

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

Attention: 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: 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: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County 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 who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract, or be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal, or within an agreed upon time with the County.

Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

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.

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 WARRANTY: Contractor hereby represents and warrants 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 ten (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 thirty (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 (3) 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, 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), 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, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. 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 warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it 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, and the Department of Workforce Development, Aging and Community Services at:

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 (5) years but may exceed five (5) 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/safely-surrender/>.

39. CONTRACTOR'S WARRANTY 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: 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 warrants 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;

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, (e.g., 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: 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. 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, become the exclusive property of the County. All such documents 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: 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. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S): A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract.

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 by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

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 an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. 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 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 WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT

COMPLIANCE PROGRAM of this Contract, 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 the TERMINATION FOR DEFAULT Paragraph of this Contract, 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. 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 the RECORD RETENTION AND AUDITS Paragraph of this Contract, 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 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 the TERMINATION FOR CONVENIENCE Paragraph of this Contract.

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 consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or 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 30th, 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: 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. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants 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 warranty, 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. WARRANTY 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 warrants 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 WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set

forth in the WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM Paragraph of this Contract, 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 2.202.

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 Health Card 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 G (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

TESSIE CLEVELAND COMMUNITY
SERVICES CORPORATION

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

EXHIBIT A

TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION

FOR

CRISIS RESPONSE VIOLENCE INTERVENTION PROGRAM PILOT SERVICES

STATEMENT OF WORK

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EXHIBIT A
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION
FOR
CRISIS RESPONSE VIOLENCE INTERVENTION PROGRAM PILOT SERVICES
STATEMENT OF WORK

1.0 INTRODUCTION

Contractor shall provide community-based crisis response services as part of the Department of Public Health (Public Health) Office of Violence Prevention (OVP) Crisis Response Violence Intervention Program (CRVIP) Pilot. This is a 3-year pilot program prioritizing communities in the Second Supervisorial District with the highest rates of violence in South Los Angeles County. Contractor will work directly with the CRVIP Coordinator to provide rapid in-home or in-community responses to individuals and families most directly by a crisis event, provide community-wide community and outreach, provide resources/referrals to persons, families, and the community facing a crises event that could involve multiple forms of violence.

2.0 DEFINITIONS

- 2.1 Crisis Response Violence Intervention:** is care aimed at assisting individuals in a crisis to restore and minimize the potential for psychological trauma. Crisis Response strategies involve taking purposeful action to reduce the negative effects of a crisis for those community members and individuals affected by the crisis and specifically seek to reduce stress reactions to the event.
- 2.2 Community-Based Organization:** Community-Based Organization (CBO) is a public or private nonprofit that is representative of a community or a significant segment of a community and is engaged in providing services to the public.
- 2.3 Trauma Informed Care:** is an approach in the human service field that assumes that an individual is more likely than not to have a history of trauma. Trauma-Informed Care recognizes the prevalence of trauma, and the presence of trauma symptoms, and acknowledges the adverse effects of trauma on an individual's mental, physical, social, emotional, and spiritual wellbeing.
- 2.4 Compassion Fatigue:** is a term that describes the physical, emotional, and psychological impact of helping others — often through experiences of

stress or trauma. Compassion fatigue is often mistaken for burnout, which is a cumulative sense of fatigue or dissatisfaction.

- 2.5 Peer Outreach Worker:** a person with "lived experience" who has been trained to support those who struggle with mental health, psychological trauma, exposure to violence, and/or substance use. Their personal experience of these challenges provides peer outreach workers with expertise that professional training cannot replicate.
- 2.6 Credible Messenger:** individuals who can connect with and motivate the most vulnerable populations and communities because they: come from the same communities and have similar lived experiences. Credible messengers are community-based and known in the same communities they are serving.
- 2.7 Community Engagement:** Community outreach/engagement includes planning, implementing, and managing community outreach events of various sizes to hold discussions on community needs, share pertinent information with community stakeholders, or obtain input on the County's proposed policies, ordinances, and plans. This may require various approaches such as convening large or small groups, door-to-door contact, interviews, street teams and/or mobile units, and press events to promote community outreach activities. This also may include encouraging people to attend public hearings and other meetings where input from community members is needed to inform key decisions

3.0 SERVICES TO BE PROVIDED

Contractor, in collaboration with OVP staff, shall be responsible for providing a community-based response to crisis events that incorporates a culturally relevant and trauma-informed approach. Contractor shall have the ability to engage/employ peer specialists and other relevant county and community partners who can provide support across a range of crisis events that could include homicides, suicides, domestic violence incidents, school incidents, mass shootings, and gang violence, and hate crimes. Contractor shall have experience providing services to marginalized populations such as youth, low-income individuals, and people of color and experience working in South Los Angeles communities.

3.1 Program Design and Implementation Plan

- 3.1.1** Develop a program design and implementation plan that includes crisis response notifications, staffing, referral partners, community outreach and engagement, coordination with county crisis response partners, the process to triage and prioritize incidents, incident

response including trauma support and connections to services, and data tracking to support evaluation.

- a. Develop a project implementation plan for OVP review, including crisis response notifications, staffing, referral partners, community outreach and engagement, communications, coordination with county crisis response partners, the process to triage and prioritize incidents, incident support, and data tracking.
- b. Develop a program model using crisis response intervention methods and best practices. Design must include response to individuals, families, and community and must be centered around a compassionate care first response model grounded in empathy, service, and community.
- c. Identify a core and ancillary crisis response team to provide culturally and linguistically relevant services within 24 to 48 hours after an incident. Develop and implement a process to engage/employ credible messengers and peer outreach workers with lived experience and referral partners that will be responsive to various types of crisis incidents.
- d. Coordinate with OVP and county crisis response partners to develop processes to be informed of, prioritize, track, and respond to incidents as they occur.
- e. Develop a plan for community-wide communication and outreach including but not limited to, the distribution of accurate information and resources through support at the scene, leafletting, text alerts, door-to-door canvassing, community meetings, and vigils.
- f. Meet bi-weekly with the CRVIP Coordinator to discuss the progress of the program design and implementation.

3.2 Crisis Response Protocols

- 3.2.1 Develop crisis response protocols, in collaboration with OVP and relevant county partners, that provide resources, services, and support to the individuals, families, and communities most impacted by the crisis event and that align with other crisis response efforts in the County. Protocols must integrate and include tailored procedures for incidents impacting children and youth.
 - a. Develop crisis response protocols, in concert with OVP staff, that will be responsive to various types of violence and crisis incidents. Protocols must acknowledge, align, and complement

other crisis response efforts in Los Angeles County including the Department of Mental Health's Alternative Crisis Response Initiative, the County's Family Assistance Program, and OVP's Trauma Prevention Initiative. Protocols must integrate and include tailored procedures for responding to incidents impacting children and youth.

- b. Develop protocols that will ensure credible trustworthy peer outreach workers are involved in the crisis response, including peer workers specific to the type of crisis incident. Develop clear standardized protocols for peer outreach workers/credible messenger response that includes common practices from arrival to a scene/site to departure from the scene/site, assessment of needs and case plans, crisis intervention practices, and coordination with partners on the scene, internal and external communication, documentation, reporting, tracking and follow-up.
- c. Develop a crisis response flowchart that outlines actions to take, county and community resources, partners, or providers that will assist with responding during and after a crisis incident including 30, 60, and 90-day follow-ups.
- d. Develop protocols and practices for receiving and responding to calls on a crisis hotline during operational hours to be determined by OVP, CRVIP Coordinator.

3.3 Crisis Incident Rapid Response to Individuals, Families, and Communities

3.3.1 Provide rapid, in-home, or in-community response to individuals, families, and the communities most directly affected by the incident. Provide follow-up and referrals to identify and provide linkages to providers and services for youth and adults after a crises event has occurred; including connection to peer outreach workers and resources to address immediate needs and ongoing/longer-term needs including mental and behavioral health needs for individuals, and community support via meetings, vigils, funerals.

- a. Assign core and on-call (as needed) care crisis response team to deploy to an incident no later than 24 to 48 hours after the incident has occurred. CRVIP is estimated to respond to 100 incidents annually and serve 25-30 individual clients; this estimate may change as the pilot moves forward.

- b. Provide rapid response and connection to referrals to support individuals, families, and communities recovering from a crisis, including providing trauma and healing informed support, consultation to identify immediate needs, and system navigation to connect to resources and information.
- c. Identify and reach out to county and community partners to aid in the recovery and healing process for individuals, families, and communities. Anchor partnerships with agreements and develop comprehensive referral lists that are culturally and linguistically relevant to establish a local hub-based system of care. Referral networks should include providers for youth and adults and both short-term and long-term mental health and recovery services.
- d. Provide follow-up outreach to clients/communities, as well as referrals after a crisis has occurred that address ongoing and longer terms need including but not limited to trauma-informed mental and behavioral services, and support at community meetings, vigils, and funerals.

3.4 Community Communication, Outreach, and Healing Activities

- 3.4.1 Conduct community outreach to promote CRVIP services and referrals and to facilitate healing post events, including, but not limited to the distribution of information and resources through leafleting; door-to-door outreach; community meetings, which may include some degree of psychoeducation; information sharing; text alerts; and/or community activation. Facilitate healing programs and events that meet the unique needs of each incident, including but not limited to, mental health first aid or conflict resolution training, holding space for community dialogue or restorative justice, or community activation to support a culture of caring and connections. This outreach should include peer outreach workers and organizations and incorporate interventionists and peace ambassadors as needed and appropriate.
 - a. Develop print materials, in concert with the OVP Crisis Response Coordinator, to promote awareness of crisis response efforts and resources. Materials should be available in English and Spanish.
 - b. Use culturally relevant and inclusive communication approaches including social media, listserv, community distribution of flyers, and participation in community events to elevate messaging

about crisis response, trauma, healing services, and activities and that promote a culture of peace.

- c. Assign peer outreach workers to provide community engagement and response and ensure peer outreach workers have standardized tools and protocols for outreach activities before and after a crisis event.
- d. Coordinate with the CRVIP Coordinator to conduct a minimum of one (1) community outreach event each month, at existing coalition meetings or community events (i.e., Regional Violence Prevention Coalition meetings, Community Action for Peace meetings, Parks After Dark events), to promote CRVIP services, and provide community training such as mental health first aid, conflict resolution, and/or restorative justice.
- e. Facilitate healing programs and events that meet the unique needs of each incident having a community-wide impact, including but not limited to, mental health first aid or conflict resolution, holding space for community dialogue or facilitating restorative justice, or community activation to support a culture of caring and connections via peace walks, vigils, etc., and connecting the community to needed referrals.
- f. Track and document outreach and communication activities to support accountability and evaluation.

3.5 Data Collection, Tracking, and Evaluation

- 3.5.1 Coordinate with OVP and the CRVIP contracted evaluator to develop and implement data tracking tools to measure community need, implementation progress, individuals served, referral process, and individual and community outcomes. Ensure that data are collected in a timely manner.
 - 3.5.1.1 Coordinate with OVP and the CRVIP contracted evaluator to develop data tracking tools to measure community needs, implementation progress, community outreach activities, coordination with partners, individuals and communities served, and outcomes.
 - 3.5.1.2 Document program activities to show implementation OVP and the contracted evaluator to collect, document, and report specific data on a timely basis through a database and ensure accuracy and confidentiality of data.

- 3.5.1.3 Review program evaluation reports provided by the contracted evaluator, to identify successes and needed program improvements to achieve better outcomes.
- 3.5.1.4 Provide monthly reports to OVP documenting implementation progress, successes and challenges, and recommendations for adjusting the program pilot, including coordination with county crisis response partners.

4.0 STAFFING

4.1 Contractor shall meet all the following staffing requirements:

- 4.1.1 **Mental Health Specialist:** Must be trained and able to recognize significant mental health needs with at least three years of experience specifically focused on crisis response and trauma-informed care.
- 4.1.2 **Peer Outreach Supervisor:** Must have at least three years of experience supervising peer outreach workers, preferably in the field of violence prevention/intervention.
- 4.1.3 **Peer Outreach Workers:** Must have at least two (2) years of experience helping people and communities get connected to and navigate services and resources to recover and heal from exposure to violence and traumatic events.

4.2 Contractor shall:

- 4.2.1 Have the ability to onboard staff that meets the requirements listed in SOW.
- 4.2.2 Have the ability to hire and place staff within three (3) weeks from the date of execution of the Contract.

Notify the Office of Violence Prevention (OVP) Crisis Response Coordinator of staffing changes immediately.

5.0 ADMINISTRATION

Coordinate with OVP and the CRVIP contracted evaluator to track implementation and impact of the project, submit monthly progress reports and invoices and submit a final report highlighting project activities, a summary of individuals, families, and community members served, as well as anecdotes, successes and challenges, and recommendations.

Contractor shall:

- 5.1 Submit reports as requested by OVP.
- 5.2 Reports shall include all required information and supporting documentation and shall be completed in the format and time frame described by the Public Health.
- 5.3 Timely submission of monthly reports and invoices by the 15th day of each month after the reporting month. Non-submission of reports and invoices in a timely manner will result in non-payment for services.
- 5.4 Coordinate with OVP and the CRVIP contracted evaluator to collect all county-required data elements and ensure accuracy of data submitted.

Data elements shall include at a minimum, but not be limited to:

- a) Proportion of Incident Calls to Incident Responses
 - b) Number and Type of Incidents and Response Times
 - c) Demographics of Individuals and Communities Served
 - d) Services Provided and Referrals Made
 - e) Length and Type of Engagement with Individuals, Families, and Community Members and Outcomes
 - f) Community Outreach Events and Activities and Outcomes
- 5.4 Submit monthly invoices with supporting activity reports no later than the 15th day of each month after the reporting month, ensuring congruence between the activity report and invoice.
 - Invoices shall be reviewed for accuracy and signed by the Contractor's administration.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION
SCOPE OF WORK**

Crisis Response Violence Intervention Program: Community Based Services
Period: Date of Execution through June 30, 2024

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES
1. Program Design and Implementation Plan	1.1 Develop a program model based on community input, literature review, best and promising practices, and an analysis of crisis response models in other jurisdictions. The model must describe the operationalization of responses for individuals, families, and the community at large and must be centered around a trauma-informed, strength-based, and compassionate care first approach that is grounded in empathy, community-centered, and culturally and linguistically accessible.	Within 30 days of executed contract.	1.1 Submitted and approved Crisis Response Model and Implementation Plan on file at OVP.
	1.2 Develop an implementation plan for crisis response in Second District communities for Office of Violence Prevention (OVP) review. The implementation plan must include crisis response criteria including any geographic parameters and limitations, a mechanism (such as a 24/7 hotline number or app) for crisis response notifications, the number, and type of crisis response agency staffing, the proposed protocols for responding to incidents, the number and type of referral partners, the plan for community outreach and engagement, a process for coordination with other county crisis response partners, a process to triage and prioritize incidents, and a description of the data collection and tracking process.	Within 30 days of executed contract.	1.2 Submitted and approved Crisis Response Model and Implementation Plan on file at OVP.
	1.3 Coordinate with OVP and Los Angeles County crisis response partners to coordinate the response to incidents as they occur and based on clearly defined roles and responsibilities depending on the type of incident.	Within 45 days of executed contract.	1.3 List of partner contacts and meetings documented and on file.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION
SCOPE OF WORK

Crisis Response Violence Intervention Program: Community Based Services
 Period: Date of Execution through June 30, 2024

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES
	1.4 Meet bi-weekly with the Crisis Response Violence Intervention Program (CRVIP) Coordinator, virtually or by phone to discuss program progress and challenges.	Bi-weekly within first 30 days of executed contract. Initial meeting within first two weeks of executed contract.	1.4 Scheduled meetings documented and meeting notes on file.
2. Crisis Response Protocols	2.1 Develop protocols and procedures for crisis response, that will be responsive to various types of crisis incidents in Second District communities. Protocols must acknowledge, align, and complement other crisis response efforts in Los Angeles County including the Department of Mental Health's Alternative Crisis Response Initiative, the County's Family Assistance Program, and OVP's Trauma Prevention Initiative. Protocols must integrate and include tailored procedures for responding to incidents impacting children and youth.	Draft protocols submitted within 45 days of executed contract. Protocols are finalized and approved within 60 days of executed contract.	2.1 Copy of finalized and approved Crisis Response Protocols on file.
	2.2 Integrate a mechanism and develop protocols with clear roles and responsibilities for peer specialists that will ensure that credible messengers and peer outreach workers and agencies are involved in the crisis response specific to the type of crisis incident. Develop clear response protocols that include common evidence-based or promising practices from arrival to a scene/site to departure from the scene/site; training; how to assess needs; how to make referrals; when and how to do follow-up for individuals and families; how to coordinate with county and community partners both at the scene and post-crisis event; internal and external communication; documentation; reporting; tracking; confidentiality practices; and 30-60-90-day follow-up. Develop a crisis response flowchart to be included with protocols	Draft protocols submitted for OVP review within 45 days of executed contract. Protocols are finalized and approved within 60 days of executed contract.	2.2 Copy of finalized and approved Crisis Response Protocols on file.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION
SCOPE OF WORK

Crisis Response Violence Intervention Program: Community Based Services
 Period: Date of Execution through June 30, 2024

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES
	<p>that outlines actions to take based on the circumstances of the incident.</p> <p>2.3 Develop protocols and guidelines for receiving and responding to notifications about crisis incidents during operational hours to be determined in concert with the OVP CRVIP Coordinator.</p>	<p>Draft protocols submitted within 45 days of executed contract. Protocols are finalized and approved within 60 days of executed contract.</p>	<p>2.3 Copy of finalized and approved Crisis Response Protocols on file.</p>
3. Crisis Incident Rapid Response to Individuals, Families, and Communities	<p>3.1 Identify, hire, and develop agreements as needed, to secure a core and ancillary crisis response team to provide culturally and linguistically relevant services within 24 to 48 hours after an incident. Develop and implement a process to engage/employ credible messengers, peer outreach workers with lived experience and referral partners that have the skills and expertise to respond to different types of crisis incidents including but not limited to gun and gang violence, intimate partner violence incidents, high profile suicide incidents, school incidents, and mass shootings.</p>	<p>Within 60 days of executed contract.</p>	<p>3.1 Documentation of hiring announcements, partner agreements, job descriptions, roles, names, and titles of hired staff and list of on call peer specialists and credible messengers sent to OVP CRVIP Coordinator and included in the quarterly report.</p>
	<p>3.2 Provide training and connection to ongoing training opportunities for the core and ancillary crisis response team including credible messengers/peer outreach workers with lived experience and partner agencies on crisis response practices and protocols, trauma informed care and mental health first aid.</p>	<p>Within 90 days of executed contract.</p>	<p>3.2 Documentation of training sessions and participants including sign in sheets, training agenda and training curriculum</p>
	<p>3.3 Create a schedule and assign core and on-call (as needed) care crisis response teams to deploy to an incident no later than 24 to 48 hours after an incident has occurred. CRVIP is estimated to respond to 100 incidents annually and serve at least 30 - 45 individual clients; this estimate may change as the pilot moves forward.</p>	<p>Ongoing from 90 days of executed contract through June 30, 2024</p>	<p>3.3 Documentation to be submitted via monthly reports regarding the number of incidents responded to, the team members involved in the response, the type of crisis</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION
SCOPE OF WORK**

Crisis Response Violence Intervention Program: Community Based Services
Period: Date of Execution through June 30, 2024

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES
	3.4 Provide rapid response and connection to referrals to support individuals, families, and communities recovering from a crisis, including providing trauma and healing informed support, consultation to identify immediate needs, and system navigation to connect to resources and information.	Ongoing from 90 days of executed contract through June 30, 2024	<p>response incident, the types of services provided, the individuals and families assisted including demographic and zip code information, the types of referrals made, and whether any children and/or youth were provided services.</p> <p>3.4 List of county and community referral partners on file including the name of the organization or department, contact names and phone numbers, types of services, and resources that will provide aid and/or healing to individuals and families.</p>
	3.5 Identify and reach out to county and community partners to aid in the recovery and healing process for individuals, families, and communities. Anchor partnerships with agreements and develop comprehensive referral lists that are culturally and linguistically relevant to establish a local hub-based system of care. Referral network should include providers for youth and adults and both short-term and long-term mental health and recovery services.	Within 90 days of executed contract. Ongoing through June 30, 2024.	3.5 Documentation on file at the agency to demonstrate 30-60-90 day and as-needed follow-up activities including date, nature of interaction, and outcome of interaction. Summary of follow-up and outreach activities to be provided in monthly reports.
	3.6 Provide follow-up and outreach to clients and communities after a crisis has occurred that address ongoing and longer terms needs including but not	At 30-60-90-day intervals and as needed post-crisis ongoing through June 30, 2024.	3.6 Documentation on file of follow-up and outreach to

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION
SCOPE OF WORK**

Crisis Response Violence Intervention Program: Community Based Services
Period: Date of Execution through June 30, 2024

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES
	limited to trauma-informed mental and behavioral health services, and support at community meetings, vigils, and funerals.		clients and communities after a crisis.
4. Community Communication, Outreach and Healing Activities	4.1 Develop a plan for culturally and linguistically relevant community-wide communication and outreach to promote the crisis response program and share resources after a crisis event, including but not limited to, the distribution of accurate information and resources through support at the scene, leafletting, text alerts, door-to-door canvassing, community meetings, and vigils. Plan should include roles and responsibilities and reimbursement for outreach activities provided by agency staff, partner agencies and individuals on call.	Submitted for review and approval within 60 days from the execution of the contract.	4.1 Final Crisis Response Community Communication and Outreach Plan on file with OVP CRVIP Coordinator.
	4.2 Develop print materials, in concert with the OVP CRVIP Coordinator, to promote awareness of crisis response services and resources. Materials should be available in English and Spanish.	Drafts of outreach materials to be submitted within 60 days, final printed materials to be secured within 90 days of execution of the contract.	4.2 A copy of print materials on file with the OVP CRVIP Coordinator.
	4.3 Develop a schedule and protocol to assign and deploy peer outreach workers, on staff and through partner agencies, to provide community outreach and engagement and ensure peer outreach workers have standardized tools and protocols for outreach activities.	Within 90 days of contract execution.	4.3 Agreements on file for community outreach and engagement including the names and agencies of peer outreach workers and documentation of stipends paid for types of services, and in what amounts.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION
SCOPE OF WORK**

Crisis Response Violence Intervention Program: Community Based Services
Period: Date of Execution through June 30, 2024

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES
4.4	Coordinate with the OVP CRVIP Coordinator to conduct a minimum of one community outreach event each month, at existing community meetings or events. (i.e., Regional Violence Prevention Coalition meetings, Community Action for Peace meetings, Parks After Dark events, etc.), to promote crisis response services. Provide or facilitate access to community trainings such as mental health first aid, trauma informed care, grief, and healing.	Within 90 days of contract execution and ongoing until June 30, 2024	4.4 Documentation of events conducted specifying the date, community meeting and/or event, and the type of activity – training, healing event, or other. Summary of outreach activities to be included in monthly report.
4.5	Conduct community outreach to promote crisis response services and referrals within 24-48 hours after an incident has occurred, including but not limited to, the distribution of information and resources through leafleting, door-to-door outreach and attendance at community meetings, peace walks and vigils.	Within 60-90 days of contract execution and ongoing until June 30, 2024.	4.5 Documentation of outreach activities including CRVIP services and referrals within 48 hours after an incident has occurred to be included in monthly reports. Summary must include the types of outreach including a summary of all activities attended, who participated and outcomes.
4.6	Facilitate access to healing programs and events that meet the needs of each crisis incident, including but not limited to, mental health first aid, trauma informed care practices, grief, and loss counseling, holding space for community dialogue, or community activation to support a culture of caring and connections via peace walks, vigils, etc. and connecting community to needed referrals.	To be initiated within 90 days of execution of contract, and ongoing until June 30, 2024.	4.6 Documentation of healing programs and events to be included in monthly reports. Summary must include the types of programs and events including the type of program or event, who participated and outcomes.
4.7	Track and document outreach and communication activities to support accountability and evaluation.	To be initiated within 90 days of execution of contract, and ongoing until June 30, 2024.	4.7 On file and documented in monthly reports.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION
SCOPE OF WORK

Crisis Response Violence Intervention Program: Community Based Services
 Period: Date of Execution through June 30, 2024

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES
5. Data Tracking and Evaluation of Program Services	5.1 Coordinate with the OVP CRVIP Coordinator, OVP Supervising Epidemiologist and Evaluation Team to develop data tracking tools to measure response to crisis incidents, individuals and communities served, implementation progress and barriers, number and types of community outreach activities, coordination with county and community partners, and outcomes.	Within 90 days of contract execution and ongoing through June 30, 2024.	5.1 Data tracking metrics and tools on file with OVP CRVIP Coordinator.
	5.2 Submit program activity tracking data to OVP CRVIP Coordinator, OVP Supervising Epidemiologist and the Evaluation Team on a monthly basis through the data tracking tools to ensure accuracy and confidentiality of data. Collect qualitative data in addition to quantitative data to demonstrate program impacts, including anecdotes, success stories, challenges, and client feedback.	Within 90 days of contract execution and ongoing through June 30, 2024.	5.2 Monthly data tracking reports.
	5.3 Review program evaluation reports provided by the Evaluation Team to identify successes and needed program improvements to achieve better outcomes. Provide a course correction plan to the CRVIP Coordinator as needed.	As needed from execution of contract through June 30, 2024.	5.3 Copy of course correction plan.
	5.4 Provide monthly reports to OVP documenting implementation progress, successes, and challenges, and recommendations for adjusting the program pilot, including how best to coordinate with County and Community Crisis Response partners.	Ongoing from execution of contract through June 30, 2024.	5.4 Monthly reports documenting implementation successes and challenges.
6. Program Staffing and Contract	6.1 Participate in an in-person or virtual group orientation meeting [Community Based Organizations (CBO) key	Within 14 days of execution of contract.	6.1 Documentation on file of orientation meeting, staff

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION
SCOPE OF WORK

Crisis Response Violence Intervention Program: Community Based Services
 Period: Date of Execution through June 30, 2024

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES
Administration Activities	<p>staff] with OVP to discuss project timeline and deliverables, contractor reports, and communication.</p> <p>6.2 Hire and maintain program staff to include at minimum:</p> <ul style="list-style-type: none"> a. One Mental Health Specialist, who will be responsible for providing counseling, counseling referrals and casework services to individuals, families, and community. Responsibilities may include assessing persons mental status through interviews or observations, crisis counseling and the development of treatment plans and/or referrals for appropriate services. Must document and track referrals made and client outcomes. Written records must be kept. b. One Peer Outreach Specialist, who will be responsible for identifying and networking with community members, faith based and CBOs. They will oversee and manage peer outreach activities. Peer Outreach Specialist will also be responsible for developing educational and informational presentations for crisis response. They will assist with gathering required data for reports, engaging and training peer outreach workers and credible messengers. c. An on call roster of peer specialists/credible messengers (to be reimbursed at an hourly rate for specified activities), who will be responsible for conducting outreach and responding to crisis incidents to provide support via resources and referrals to individuals, families, and communities 	<p>Within 60 days from execution of contract.</p>	<p>attendance and meeting notes.</p> <p>6.2 Documentation of staff hired, roles and responsibilities summarized and included in quarterly report.</p>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION
SCOPE OF WORK**

Crisis Response Violence Intervention Program: Community Based Services
Period: Date of Execution through June 30, 2024

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES
	in Second District communities after a crisis event.		
6.3	CBO shall ensure that staff have passed agency's background check and any vaccination requirements. CBO will ensure that staff wear badges and shirts that designate them as a Crisis Response team members.	Ongoing from contract execution through June 30, 2024	6.3 Background check certification letters and vaccine documentation on file with agency.
6.4	CBO shall provide notice to OVP of any staff changes prior to the implementation of said change.	Ongoing from contract execution through June 30, 2024	6.4 Written Notice on file with OVP CRVIP Coordinator.
6.5	CBO shall submit monthly invoices and program reports that include progress meeting deliverables outlined in the Scope of Work. Monthly reports due no later than the last day of the month after the reporting month.	Ongoing from contract execution through June 30, 2024	6.5 Monthly invoices and program reports on file with OVP CRVIP Coordinator.
6.6	CBO shall submit a final report detailing program successes, challenges, and recommendations for ongoing crisis response based on lessons learned and input received from community members and clients.	Within 30 days after contract has ended and no later than July 30, 2024.	6.6 Final report on file with OVP CRVIP Coordinator.

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION**

CRISIS RESPONSE VIOLENCE INTERVENTION PROGRAM PILOT SERVICES

BUDGET

TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION

Period: Date of Execution through June 30, 2023

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
SALARIES	\$ -
EMPLOYEE BENEFITS	\$ -
CONTRACTORS	\$ -
OPERATING EXPENSES	\$ -
PROGRAM SUPPLIES	\$ -
TRAVEL & MILEAGE	\$ -
STAFF TRAINING & SELF-CARE	\$ -
OTHER COSTS	\$ -
INDIRECT COSTS	\$ -
TOTAL PROGRAM BUDGET	\$ 150,000

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
OFFICE OF VIOLENCE PREVENTION**

CRISIS RESPONSE VIOLENCE INTERVENTION PROGRAM PILOT SERVICES

BUDGET

TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION

Period: July 1, 2023 through June 30, 2024

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
SALARIES	\$ -
EMPLOYEE BENEFITS	\$ -
CONTRACTORS	\$ -
OPERATING EXPENSES	\$ -
PROGRAM SUPPLIES	\$ -
TRAVEL & MILEAGE	\$ -
STAFF TRAINING & SELF-CARE	\$ -
OTHER COSTS	\$ -
INDIRECT COSTS	\$ -
TOTAL PROGRAM BUDGET	\$ 225,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/2/2022	
BOARD MEETING DATE	11/15/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health	
SUBJECT	Request approval to execute a new sole source Participation Agreement with the California Mental Health Services Authority (CalMHSA) to continue participation in the State Hospitals Program and approval to execute an extension to the existing Purchase of State Hospital Beds Memorandum of Understanding (MOU) for Fiscal Year 2022-23.	
PROGRAM	State Hospitals Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The Participation Agreement authorizes CalMHSA to negotiate and contract with DSH on behalf of LACDMH for the procurement of State hospital beds.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$556,594 for CalMHSA Participation Agreement Total cost: FY 2022-23 Final Adopted Budget includes \$78,969,000 for the purchase and usage of State Hospital beds. TERM: FY 2022-23	Funding source: Sales Tax Realignment revenue
PURPOSE OF REQUEST	Board approval will allow DMH to continue utilizing CalMHSA to negotiate for the annual purchase and use of State hospital beds with DSH, which will result in significant cost savings and enhance the quality of care for the residents of Los Angeles County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Welfare and Institutions Code (WIC) Section 17601 requires cities and counties to reimburse the State for their use of State hospital beds. WIC Sections 4330 through 4335 allow counties, including those counties acting jointly to contract with the DSH for use of State hospital facilities. On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise Powers Agreement to jointly exercise powers with other participating CalMHSA county and city members.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Angel Baker, Division Chief, (213) 947-6589, ABaker@dmh.lacounty.gov Amanda Ruiz, Deputy Director, (213) 943-8745, AmaRuiz@dmh.lacounty.gov Darlesh Horn, Division Chief (213) 943-8475, DHorn@dmh.lacounty.gov Emily Issa, Senior Deputy County Counsel, (213) 974-1827, EIssa@counsel.lacounty.gov	



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Interim Director

Curley L. Bonds, M.D.
Chief Medical Officer

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

November 15, 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 NEW SOLE SOURCE PARTICIPATION AGREEMENT
WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND
THE STATE HOSPITALS PROGRAM AND APPROVAL TO EXTEND
THE MEMORANDUM OF UNDERSTANDING FOR THE
PURCHASE OF STATE HOSPITAL BEDS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a new sole source Participation Agreement with the California Mental Health Services Authority to continue participation in the State Hospitals Program and approval to execute an extension to the existing Purchase of State Hospital Beds Memorandum of Understanding with the California Department of State Hospitals and the California Mental Health Services Authority for Fiscal Year 2022-23.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Department of Mental Health's Acting Chief Deputy Director (Acting Chief Deputy Director), or designee, to sign and execute a new sole source Participation Agreement, substantially similar to Attachment I, with the California Mental Health Services Authority (CalMHSA) to continue participation in the State Hospitals Program. The Participation Agreement authorizes CalMHSA to negotiate and contract with the California Department of State Hospitals (DSH) on behalf of participating counties for the procurement of State hospital beds. The term of the CalMHSA Participation Agreement is effective July 1, 2022 through June 30, 2023, with an option to extend for two additional fiscal years

through June 30, 2025. The CalMHSA Participation Agreement is fully funded by Sales Tax Realignment revenue with an annual Total Contract Amount (TCA) of \$556,594 per fiscal year. The TCA of the Participation Agreement with CalMHSA does not include the cost of State hospital beds.

2. Authorize the Acting Chief Deputy Director, or designee, to sign an extension amendment to the existing Purchase of State Hospital Beds Memorandum of Understanding (MOU), (Attachment II), with DSH and CalMHSA for Fiscal Year (FY) 2022-23, effective from July 1, 2022, through December 31, 2022, with an option to extend in six month increments until such time that DSH and CalMHSA finalize MOU negotiations for FY 2022-23 (as further explained below). The MOU allows DSH and CalMHSA to negotiate rates for the purchase and usage of State Hospital beds. The FY 2022-23 Final Adopted Budget for State Hospital beds usage is \$78,969,000, fully funded by Sales Tax Realignment revenue.
3. Delegate authority to the Acting Chief Deputy Director, or designee, to prepare, sign, and execute future similar CalMHSA Participation Agreements, amendments or modifications, including amendments that extend the term, if appropriate; add, delete, modify, or replace Exhibit A – Program Description and Funding; reflect federal, State and County regulatory and/or policy changes; and increase the TCA provided that: 1) the County's total payment in any fiscal year does not exceed an increase of 10 percent from the applicable TCA in Recommendation 1; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Officer (CEO).
4. Delegate authority to the Acting Chief Deputy Director to prepare, sign, and execute future amendments, including extension of term to the existing MOU referenced in Recommendation 2 until such time that CalMHSA and DSH finalize MOU negotiations for FY 2022-23, provided the amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and CEO.
5. Delegate authority to the Acting Chief Deputy Director, or designee, to terminate the Participation Agreement described in Recommendation 1 and/or terminate the MOU described in Recommendation 2. The Acting Chief Deputy Director, or designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Participation Agreement authorizes CalMHSA to negotiate on behalf of member counties in the development of an annual joint purchase agreement each fiscal year with DSH for statewide utilization of State hospital beds. In addition, CalMHSA is responsible for fiscal accountability, ensuring quality of care, and the development of alternatives to

State hospitals. The MOU sets the bed rates for the given term and is the mechanism by which the County purchases State beds.

Board approval of Recommendation 1 will allow the Acting Chief Deputy Director to execute a new sole source Participation Agreement with CalMHSA to continue participation in the State Hospitals Program.

Board approval of Recommendation 2 will authorize the Acting Chief Deputy Director, or designee, to sign the extension amendment to the existing Purchase of State Hospital Beds MOU.

Board approval of Recommendation 3 will allow Department of Mental Health (DMH) to amend the Participation Agreement with CalMHSA to extend the term; add, delete, modify, or replace CalMHSA's Agreement, Exhibit A – Program Description and Funding; reflect federal, State, and County regulatory and/or policy changes; and/or modify the TCA.

Board approval of Recommendation 4 will allow DMH to amend the MOU on terms negotiated by CalMHSA for the purchase and utilization of State hospital beds.

Board approval of Recommendation 5 will allow DMH to terminate the CalMHSA Participation Agreement described in Recommendation 1 and terminate the MOU described in Recommendation 2 in a timely manner, as necessary.

Implementation of Strategic Plan Goals

These recommended actions are consistent with the County's Strategic Plan Goal I, Make Investments that Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives, and Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

The Participation Agreement with CalMHSA is fully funded by Sales Tax Realignment revenue in the amount of \$556,594 for FY 2022-23. Sufficient appropriation is included in the FY 2022-23 Final Adopted Budget. The Participation Agreement does not include the cost of State hospital beds.

The MOU allows DSH and CalMHSA to negotiate rates for the purchase and usage of State Hospital beds. There is no cost associated with the MOU. The FY 2022-23 Final Adopted Budget includes \$78,969,000, fully funded by Sales Tax Realignment revenue for the purchase and usage of State Hospital beds.

Funding for future fiscal years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Welfare and Institutions Code (WIC) Section 17601 requires cities and counties to reimburse the State for their use of State hospital beds. WIC Sections 4330 through 4335 allow counties, including those counties acting jointly to contract with the DSH for use of State hospital facilities.

California Government Code Section 6500 et seq. authorizes CalMHSA as the Joint Powers Authority formed in 2009 to jointly develop and fund mental health services and education programs on a Statewide, regional, and local basis.

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise Powers Agreement in order to jointly exercise powers with other participating CalMHSA county and city members. CalMHSA has helped counties and cities with mental health programs to reduce administrative overhead by centralizing compliance with State reporting requirements, in addition to negotiating cost-effective rates with various subcontractors throughout the State of California. CalMHSA provides a mechanism to facilitate the efficient use of resources for multiple counties and cities by maximizing group purchasing power for products; jointly developing requests for proposals and establishing contracts with providers to accomplish mutual goals, which currently comprises of 58 member counties, including Los Angeles County.

Through this Participation Agreement, CalMHSA has effectively facilitated the development of an annual joint purchase agreement with DSH for statewide utilization of State hospital beds, and is responsible for fiscal accountabilities, ensuring quality of care, and the development of alternatives to State hospitals.

It is not unusual for State related agreements to be submitted late to the County. As such, due to the interdependency and ongoing negotiations between CalMHSA and DSH to negotiate bed rates and MOU terms, DMH received both the Participation Agreement and extension MOU after the intended execution dates. Execution of the new Participation Agreement and MOU extension amendment will allow DMH to continue to utilize State beds, and CalMHSA to complete negotiations with the State for future bed rates. Once negotiations are complete, the State will issue a new MOU for execution by the three parties (DMH, DSH and CalMHSA). On January 25, 2022, your Board delegated authority to DMH to execute future MOUs through June 30, 2025 for the purchase and utilization of State hospital beds on terms negotiated by CalMHSA. DMH will utilize that authority to execute the new MOU and upon execution of the new MOU, the existing MOU will be terminated, if it has not expired.

The CalMHSA Participation Agreement (Attachment I) and FY 2022-23 MOU extension amendment between DMH, CalMHSA, and DSH (Attachment II) have been reviewed and approved as to form by County Counsel.

The Interim Director of Mental Health currently serves on CalMHSA's Board of Directors, but is not compensated and does not benefit financially in any way from serving in that position. In addition, the Interim Director did not participate in the approval process for the Participation Agreement with CalMHSA.

In accordance with Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH notified your Board on August 31, 2022 (Attachment III) of its intent to execute a new sole source Participant Agreement with CalMHSA for the State Hospitals Program.

The required Sole Source Checklist (Attachment IV) identifying and justifying the need for a sole source has been approved by the CEO.

IMPACT ON CURRENT SERVICES OR PROJECTS

Board approval of the recommended actions will allow DMH to continue utilizing CalMHSA to negotiate for the purchase and use of State hospital beds, which will result in significant cost savings and enhance the quality of care for the residents of Los Angeles County.

Respectfully submitted,

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

CDD:CD:SK
RLR:SC:atm

Attachments (4)

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Chairperson, Mental Health Commission

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Los Angeles County ("Participant") desires to participate in the Program identified below.
Name of Program: State Hospitals Program
2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

<input checked="" type="checkbox"/>	Exhibit A	Program Description and Funding
<input checked="" type="checkbox"/>	Exhibit B	General Terms and Conditions
3. The maximum amount payable under this Agreement is \$556,594.
4. The term of the Program is July 1, 2022, through June 30, 2023.
5. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

County: Los Angeles County Department of Mental Health

Signed: _____ Name (Printed): Connie D. Draxler, M.P.A

Title: Acting Chief Deputy Director Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program: State Hospital Programs**
- II. Term of Program: July 1, 2022- June 30, 2023**
- III. Program Objective and Overview:**

Objective:

The State Hospitals Program is focused on streamlining administrative and contracting between the Department of State Hospitals and Counties/Cities. In the past, each County was required to negotiate bed rates individually. In addition, due to an ongoing patient waitlist, CalMHSA and Members are interested in exploring facilities to provide alternative placement opportunities.

Overview:

CalMHSA, on behalf of the Members including the above-signed, will function as the main point of contact and the lead in negotiations of a Memorandum of Understanding for terms and rates for psychiatric bed utilization at the Department of State Hospitals. In addition, CalMHSA shall work with the Members to explore and determine feasibility of local infrastructure projects to serve as alternative facilities to Department of State Hospitals.

- IV. Funding Terms:** The maximum amount payable under this Agreement is \$556,594 for Fiscal Year 2022-23.

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Department of State Hospitals (DSH) – Manages the California state hospital system, and provides mental health services to patients admitted into DSH facilities. Facilities overseen by DSH include Atascadero, Coalinga, Metropolitan, Napa, and Patton.
- G. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Negotiate Memorandum of Understanding with Department of State Hospitals.
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 4. Provide regular fiscal reports, as requested, to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding, including administrative fee, which Participant will pay within 30 days of execution of this agreement.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.

3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program is for 12 months.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon 60 days' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.
- B. Payment Terms – Participant shall issue payment to CalMHSA by the first day of the beginning of the fiscal year, July 1, 2022 for fiscal year 2022-2023, or within thirty days upon execution of this agreement.
- C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.

- B.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

**Memorandum of Understanding Purchase Agreement
Amendment of State Hospital Beds
California Department of State Hospitals**

By signing this Memorandum of Understanding (MOU) Purchase Agreement Amendment (Amendment), the Department of State Hospitals (DSH), County, and California Mental Health Services Authority (CalMHSA) agree to amend the original fiscal year (FY) 2021-22 MOU for the purchase of state hospital beds on the following terms:

1. This Amendment, is intended to allow additional time to negotiate, finalize, and incorporate preliminary LPS Bed Management protocols, and related terms and conditions, into the final 2022-23 MOU (Final 2022-23 MOU).
2. This Amendment shall become effective on July 1, 2022, or upon execution by CalMHSA and the Department of State Hospitals (collectively, the Parties).
3. The Amendment shall have an initial term of six months, terminating on December 31, 2022.
4. If the Parties have not finalized and executed the Final 2022-23 MOU by December 31, 2022, this Amendment shall renew if and only if the Parties execute and sign a subsequent Amendment before December 31, 2022. The Parties recognize that time is of the essence to work together in finalizing and executing the Final 2022-23 MOU. This Amendment may be extended one-time, in the manner described in this paragraph, for a term not exceeding 60-days.
5. The terms and conditions from the FY 2021-22 MOU will remain in effect, except for the new daily bed rates for FY 2022-23, listed below, as the Parties previously agreed that the below bed rates are effective July 1, 2022, and will remain operative throughout FY 2022-23.

Bed Type	Intermediate Care Facility	Acute	Skilled Nursing Facility
Daily Bed Rate	\$728.00	\$753.00	\$806.00

This amendment shall be signed in counterpart, with each participating county signing separately.

Los Angeles County
Name of County

Connie D. Draxler, M.P.A
Acting Chief Deputy Director

Date

Amie Miller
Executive Director, or CalMHSA designee

Date

Paul Bernal
Chief, Procurement and Contract Services Section
Department of State Hospitals

Date



DEPARTMENT OF MENTAL HEALTH

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LISA H. WONG, Psy.D.
Acting Director

Curley L. Bonds, M.D.
Chief Medical Officer

Connie D. Draxler, MPA
Acting Chief Deputy Director

August 31, 2022

TO: Supervisor Holly J. Mitchell, Chair
Supervisor Hilda L. Solis
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Connie D. Draxler, MPA
Acting Chief Deputy Director

SUBJECT: **NOTICE OF INTENT TO EXECUTE A NEW SOLE SOURCE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND THE STATE HOSPITALS PROGRAM**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to execute a new sole source Participation Agreement with the California Mental Health Services Authority (CalMHSA) to fund the State Hospitals Program.

DMH will request that your Board approve a new sole source Participation Agreement with CalMHSA effective July 1, 2022 through June 30, 2023, with an option to extend the term for two additional fiscal years through June 20, 2025. Due to the interdependency between CalMHSA and the California Department of State Hospitals (DSH) contract negotiations, CalMHSA recently provided DMH the Participation Agreement for Fiscal Year 2022-23. The Participation Agreement authorizes CalMHSA to negotiate and contract on behalf of participating counties for the procurement of State Hospital beds. The CalMHSA Participation Agreement is funded by 2011 Realignment-Mental Health revenue with an annual Total Contract Amount of \$556,594. The cost of CalMHSA's Participation Agreement does not include the cost of State hospital beds.

JUSTIFICATION

Welfare and Institutions Code (WIC) Section 17601 requires cities and counties to reimburse the State for their use of State hospital beds. WIC Sections 4330 through 4335 allow counties, including those counties acting jointly, to contract with the DSH for use of State hospital facilities.

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise of Powers Agreement in order to jointly exercise powers with other participating CalMHSA counties and city members. CalMHSA is a Joint Powers Authority under Government Code Section 6500 et seq, formed in July 2009 for the purpose of development and funding mental health services and education programs on a statewide, regional, or local basis.

The existing Participation Agreement with CalMHSA expired on June 30, 2022. Due to ongoing negotiations between DSH and CalMHSA, DMH only recently received the new sole source Participation Agreement with CalMHSA. The new Participation Agreement is necessary as CalMHSA acts on behalf of member counties in the development of an annual joint purchase agreement with DSH for statewide utilization of State hospital beds, and is responsible for fiscal accountability, ensuring quality of care, and the development of alternatives to State hospitals, which will enable DMH to utilize CalMHSA to negotiate for the use of State hospital beds.

The Acting Director of Mental Health currently serves on the Board of Directors of CalMHSA's Joint Powers Agreement, but she is not compensated and does not benefit financially in any way from serving in that position. In addition, the Acting Director will not participate in the approval of the new sole source Participation Agreement with CalMHSA.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100 (Sole Source Contracts), DMH is required to notify your Board at least six months prior to the expiration of an existing contract when departments do not have delegated authority to execute a new contract. We are submitting this notification late because DSH and CalMHSA had not completed their negotiations in time for DMH to meet the notification timeline. If requested by a Board office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board office within four weeks of this notice, DMH will present your Board a letter for approval to execute a new sole source Participation Agreement with CalMHSA to fund the State Hospitals Program.

Each Supervisor
August 31, 2022
Page 3

If you have any questions, or require additional information, please contact me by email at CDraxler@dmh.lacounty.gov or at (213) 738-4926, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or at (213) 943-9146.

CDD:CD:SK
RLR:SC:atm

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

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

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

Chief Executive Office

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/2/2022	
BOARD MEETING DATE	11/15/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health	
SUBJECT	Request adoption of a resolution approving a new agreement with the State of California, Department of Aging, to fund the delivery of public patient representative services for vulnerable seniors across Los Angeles, San Bernadino, and Riverside counties.	
PROGRAM	Office of Public Guardian	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	11/15/2022	
COST & FUNDING	Total cost: \$1,406,793	Funding source: State of California - Department of Aging
	TERMS (if applicable): January 1, 2023 through December 31, 2024.	
	Explanation:	
PURPOSE OF REQUEST	To enter into an agreement with the State Department of Aging to fund four full-time equivalent positions for DMH employees to provide public patient representative services for seniors at Skilled Nursing Facilities.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Effective January 27, 2023, as the result of a court case, all skilled nursing facilities (SNFS) in CA will be required to include a public patient representative when they convene an interdisciplinary team. DMH will hire the four Deputy Public Guardians (DPG) items to function as public patient representatives. The DPGs will be responsible for providing the following services at the SNFs: conduct interviews with the senior; review medical and clinical records; participate in the interdisciplinary team review of the proposed interventions and articulate the senior's treatment preferences; report any abuse or neglect; and refer the senior to any necessary legal services.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (<i>Equity Index – Guiding Principle No. 2</i>) If Yes, please explain how: BOS approval of this BL will implement a strategy to effectively support disadvantaged seniors in a skill nursing facility by allowing DMH to provide advocacy and linkage services to such clients.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Board Letter supports Board Priority No. 2 "Alliance for Health Integration" and will allow DMH to meet the County's priority to integrate access to health and mental health services as BOS approval of this BL would allow DMH to provide advocacy services at medical skilled nursing facilities.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Connie Draxler, Interim Chief Deputy Director, (213) 738-4926 , cdraxler@dmh.lacounty.gov Emily Issa, Deputy County Counsel, (213) 974-1827, eissa@counsel.lacounty.gov	



DEPARTMENT OF MENTAL HEALTH

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LISA H. WONG, Psy.D.
Interim Director

Curley L. Bonds, M.D.
Chief Medical Officer

Connie D. Draxler, M.P.A.
Interim Chief Deputy Director

November 15, 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:

**ADOPT A RESOLUTION TO APPROVE A NEW AGREEMENT WITH
THE STATE OF CALIFORNIA, DEPARTMENT OF AGING TO FUND
PUBLIC PATIENT REPRESENTATIVE SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request adoption of a resolution approving a new agreement with the State of California, Department of Aging, to fund the delivery of public patient representative services for vulnerable seniors across Los Angeles, San Bernadino, and Riverside counties.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt and instruct the Chair of your Board to sign and execute a resolution (Attachment I), authorizing the Interim Director of the Department of Mental Health (Interim Director), or her designee, to sign and execute the Agreement (No. CT-2223-11), substantially similar to Attachment II, with the State of California, Department of Aging (CDA), to accept funds not to exceed \$1,406,793 to enable Department of Mental Health's (DMH) Office of Public Guardian (PG) to implement the new Public Patient Representative Program (Program). The term of the Agreement will be effective January 1, 2023 through December 31, 2024.
2. Authorize DMH, in coordination with the Chief Executive Office (CEO), to hire the four positions to oversee this new Program, pursuant to County Code Section

6.06.020 and subject to allocation by the CEO. These positions are fully funded with funds received from CDA.

3. Delegate authority to the Interim Director, or her designee, to prepare, sign, and execute future amendments to the Agreement as applicable to: 1) extend the term; 2) accept additional funds to hire additional staff; 3) clarify terms and conditions, add, delete, or modify Agreement language or other items, including the Scope of Work; 4) allow for the rollover of unspent funds; and 5) reflect regulatory and/or policy changes, subject to prior review and approval as to form by County Counsel and notification to your Board and CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

DMH is committed to ensuring long-term care residents at skilled nursing facilities (SNF) have access to public patient representative services, as their overall needs (i.e., physical, mental health, and personal needs) may be complex and intersect with different social and economic conditions they experience. Executing this Agreement with the State allows DMH to provide services to seniors who lack the capacity to make health care decisions and have no legal surrogate authorized to make decisions on their behalf.

Board adoption of the resolution and approval of Recommendation 1 will allow DMH to execute a new agreement with the CDA and provide public patient representative services in three different counties.

Board approval of Recommendation 2 will provide interim ordinance authority allow DMH to hire four positions needed to fully implement the new Program.

Board approval of Recommendation 3 will allow DMH to amend the Agreement, revise the language, increase the funding amounts, and reflect federal, State, and County regulatory and/or policy changes.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal I, Make Investments That Transform Lives, specifically, Strategy 1.2 Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

The total maximum amount of the Agreement is \$1,406,793 to fund four positions and associated operated costs. The Agreement is effective January 1, 2023 through

December 31, 2024. Sufficient appropriation is included in the Department's Fiscal Year 2022-23 final adopted budget.

Funding for future fiscal years will be requested in the annual budget process.

There is no net County cost impact associated with the recommendation action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under California Health and Safety Code, Section 1418.8, SNFs may convene an interdisciplinary team to make medical decisions for residents who lack capacity and have no legal surrogate. These teams include the resident's physician, a registered nurse responsible for the resident's care, and other appropriate staff. In the past, the teams sometimes included patient representatives, but this was not required. Effective January 27, 2023, as the result of a court case, SNFs will be required to include a public patient representative when they convene an interdisciplinary team.

The PG will hire four Deputy Public Guardian (DPG) positions to oversee this new Program, with each managing an estimated caseload of 75 clients. Currently, the PG employs DPGs to investigate referrals on individuals who appear unable to provide for their basic needs of food, clothing, or shelter; may be victims of elder abuse; or those who may lack the capacity to give informed consent for their medical care. Expanding the role of DPGs to include public patient representative services is a seamless transition, as DPGs have the resources to link the seniors as necessary.

California Welfare and Institutions Code Section 9275 requires that the assigned DPG will be responsible for conducting interviews with the senior; reviewing medical and clinical records; participating in the interdisciplinary team review of the proposed interventions and articulating the senior's treatment preferences; reporting any abuse or neglect; and referring the senior to any necessary legal services.

Under Article XIII B, Section 6 of the California Constitution, whenever the legislature or any State agency mandates a new program or higher level of service on any local government, the State shall provide a subvention of funds to reimburse that local government for the costs of the program or increased level of service. This is a State mandated program; therefore, the State has the obligation to provide ongoing funding. If the State terminates this program/agreement, DMH is no longer required to provide these services; however, DMH will be able to absorb the four positions within PG using other funding sources, if needed.

Attachment II, Agreement No. CT-2223-11, has been approved as to form by County Counsel. The Agreement contains both standard and special State terms and conditions.

CONTRACTING PROCESS

DMH applied to a Request for Statement of Qualifications for the Program released by the State and is being awarded an Agreement to provide public patient representative services to long-term care residents at SNFs in Los Angeles, San Bernardino, and Riverside counties.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will enable DMH to address and reduce disparities for a highly vulnerable population by acting in the senior's best interest when they are unable to communicate their needs/wants due to a medical or mental health condition.

Respectfully submitted,

LISA H. WONG, Psy.D.
Interim Director

LHW:CDD:SK
RLR:JH:atm

Attachments (2)

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Chairperson, Mental Health Commission

**RESOLUTION OF
THE BOARD OF SUPERVISORS OF
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA**

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors (Board) of the County of Los Angeles (County) does hereby approve and authorize the Department of Mental Health Interim Director (Interim Director) or designee to sign the Agreement No. CT-2223-11 entered into by and between the County and the State of California, Department of Aging. It is further resolved that the Board approves and authorizes the Interim Director to sign future Amendments or modifications to the Agreement No. CT-2223-11.

CELIA ZAVALA,
Executive Officer-Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON,
ACTING COUNTY COUNSEL
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

SCO ID: 4170-CT222311

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CT-2223-11

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Los Angeles Department of Mental Health

2. The term of this Agreement is:

START DATE

01/01/2023

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

\$1,406,793.00 One million four hundred six thousand seven hundred ninety-three 00/100 dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B, Attachment 1	Budget Display	1
Exhibit C*	General Terms and Conditions – GTC-4/2017*	0
Exhibit D	Special Terms and Conditions	8
Exhibit E	Insurance Requirements	4
Exhibit F	HIPAA Business Associate Addendum	10

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

County of Los Angeles Department of Mental Health

CONTRACTOR BUSINESS ADDRESS

510 S. Vermont Ave,

CITY

Los Angeles

STATE

CA

ZIP

90020

PRINTED NAME OF PERSON SIGNING

Lisa H. Wong, Psy.D.

TITLE

Acting Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per
California Welf. and Inst. Code 9260(b)

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EXHIBIT A SCOPE OF WORK

1. CONTRACTED PARTIES:

- A. County of Los Angeles Department of Mental Health, hereafter referred to as Contractor, through its Office of the Public Guardian, agrees to provide public patient representative services (as defined in Section 6) to the Department of Aging (CDA), pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

The services shall be performed at the meeting site, or remotely when appropriate and agreed to by CDA. Locations will be coordinated by the Project Coordinators.

3. SERVICE HOURS:

The services shall be provided on an as needed basis, Monday through Friday, during normal business hours (8:00 am – 5:00 pm).

4. PROJECT COORDINATORS:

- A. The project coordinators during the term of this Agreement shall be:

	California Department of Aging	County of Los Angeles Department of Mental Health
Section:	Office of the Long-Term Care Patient Representative (OLTCPR)	Office of the Public Guardian
Attention:	Susan Rodrigues	Luis Leyva
Title:	Assistant Director	Acting Deputy Director
Address:	2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	510 South Vermont Avenue 19th Floor Los Angeles, Ca. 90020
Phone:	(916)	(213) 974-0407
Email:	Susan.rodrigues@aging.ca.gov	lleyva@dmh.lacounty.gov

B. Direct all Agreement inquiries to:

	California Department of Aging	County of Los Angeles Department of Mental Health
Section:	Office of the Long-Term Care Patient Representative (OLTCPR)	Contracts Development and Administration Division (CDAD)
Attention:	Susan Rodrigues	Stella Krikorian
Title:	Assistant Director	Division Manager of Contracts
Address:	2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	510 South Vermont Avenue 20th Floor Los Angeles, Ca. 90020
Phone:	(916)	(213)943-9146
Email:	Susan.rodrigues@aging.ca.gov	skrikorian@dmh.lacounty.gov

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. The Contractor shall provide administrative and oversight services for local public patient representatives.

6. CONTRACTOR RESPONSIBILITIES:

- A. The Contractor (Service Provider) shall:

- 1) Receive written requests for public patient representatives pursuant to Health and Safety Code 1418.8.
- 2) Recruit local public patient representatives to perform services as outlined in Welfare and Institutions Code section 9275.
- 3) Ensure public patient representatives can communicate successfully with those long-term care residents who speak diverse languages and come from diverse cultures.
- 4) Conduct training for local public patient representatives. Public patient representatives shall be trained to represent both urban and rural residents of skilled nursing and intermediate care facilities, including residents who are socially disadvantaged, such as people who were formerly homeless or incarcerated.
- 5) Ensure that public patient representatives meet criminal background requirements. CDA will pay all associated costs.

- 6) Establish and maintain networks and working relationships with stakeholders.
 - 7) Collect facility data summarizing activities related to specified interdisciplinary team reviews.
 - 8) Provide data to the State pursuant to the instructions on the CDA website, here:
<https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZeGU810B46aw%3d%3d>
- B. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the CDA. Contractor agrees that failure to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the CDA may terminate this Agreement with cause.
- C. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient time and capital to fulfill the obligations contained herein.
- D. Contractor shall keep informed of, observe, comply with, and cause its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.
- E. The CDA may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor fails to comply with a Federal, State or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

7. REPRESENTATIVES RESPONSIBILITIES

- A. Conduct a review to confirm that all criteria are met for an interdisciplinary team to convene for a resident and for the assignment of a patient representative by the program, as required by Health and Safety Code section 1418.8.
- B. Meet and, if possible, interview the resident, and any known friends and family members prior to an interdisciplinary team meeting.

- C. Review the resident's medical and clinical records.
- D. Review relevant facility policies and procedures.
- E. Participate in the interdisciplinary team review for the proposed intervention, considering the factors required by Health and Safety Code section 1418.8, including the risks and benefits of the proposed intervention and any alternatives, and consider whether the proposed intervention is either consistent with the resident's preferences or a best approximation of preferences, if known, or whether the proposed intervention appears consistent with the best interests of the resident.
- F. Articulate the resident's preferences, if known, or best approximation of preferences.
- G. Identify and report any concerns regarding abuse and neglect of the resident to the Office of the Long-Term Care Ombudsman, the State Department of Public Health, and other appropriate organizations or agencies.
- H. Refer a resident who seeks judicial review pursuant to Health and Safety Code section 1418.8 to appropriate legal services identified by OLT CPR. Local public patient representatives and OLT CPR shall not provide legal representation or advice to residents.
- I. Submit requested data outlined in Health and Safety section 1418.8 to CDA., in compliance with Exhibit G and any other security/privacy requirements.

8. CDA RESPONSIBILITIES

- A. OLT CPR shall:
 - 1) Oversee the statewide provision of public patient representative services and Contractor's participation in interdisciplinary team reviews.
 - 2) Conduct public patient representative training pursuant to Cal. Welf. and Inst. Code 9265(a).
 - 3) Conduct regular program monitoring and compliance reviews.

9. AMENDMENTS

- A. The parties reserve the right to amend this Agreement to clarify terms or add languages or other items to accomplish the work, if necessary. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.
- B. The California Department of Aging (CDA) reserves the right to amend this Agreement for up to an additional year or to increase funding within this Agreement. Should the Parties amend this Agreement to extend the term, the proposed rates or prices must remain the same. All terms and conditions will remain the same, unless changes are mutually agreed upon by the Contractor and the CDA and incorporated in writing into the amendment. All agreement amendments are subject to satisfactory performance and funding availability. Agreement amendments will not take effect and additional work will not begin until the Contractor has received a copy of the final Agreement Amendment that has been signed by the CDA Procurement Contract Officer or designee.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, CDA agrees to compensate the Contractor for actual expenditures incurred, in accordance with the rates specified in section 5, Budget Detail.
- C. CDA is not responsible for services performed by the Contractor outside of this Agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- D. CDA makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement. The Contractor is not entitled to the full allocation unless the Scope of Work is fulfilled.

2. BUDGET CONTINGENCY CLAUSE

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

3. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

4. BUDGET DETAIL:

- A. At the sole discretion of CDA and for the purposes of accounting, CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

B. Budget Detail

- 1) The Contractor shall be compensated for expenses only as itemized in the approved Budget except for line-item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- 2) Line Item Budget Transfers
 - a. The Contractor may transfer contract funds between line items under the following terms and conditions:
 - i. The Contractor shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.
 - ii. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
- 3) The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 - a) Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b) Fringe Benefits.
 - c) Contractual Costs – subcontract and consultant cost detail.
 - d) Indirect Costs.
 - e) Rent - specify square footage and rate.
 - f) Supplies.
 - g) Equipment - detailed descriptions and unit costs.
 - h) In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - i) Other Costs - a detailed list of other operating expenses

5. INSTRUCTIONS TO CONTRACTOR:

- A. The State shall reimburse Office of the Patient Representative funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:
- B. The Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, within 60 calendar days of the end of the applicable expenditure month, unless otherwise specified by CDA.
- C. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- D. The Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
- E. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.
- F. Contractor shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
- G. Expedite Fees
 - 1) If the Agreement is executed late to no fault of CDA then the Contractor may be liable for the incurred processing fees.
 - 2) If the Agreement is executed late due to CDA's handling, then CDA shall cover the incurred processing fees.
- H. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

6. CLOSEOUT

- A. Separate Financial Closeout Reports for Office of the Patient Representative and the Program Property Inventory Certification (CDA 9024) shall be submitted when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.
- B. Final expenditures must be reported to CDA in accordance with the Budget Display in Exhibit B. If the expenditures reported by the Contractor exceed the

advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

- C. The payment on the closeout invoice is due immediately upon receipt or no later than 60 days from the date on the invoice.

**EXHIBIT B, ATTACHMENT 1
BUDGET DISPLAY**

State of California		Award #: CT-2223-11				
California Department of Aging		Date: 1/1/2023				
		Amendment #:				
		Page 1 of 1				
OFFICE OF PATIENT REPRESENTATIVE (OPR) BUDGET DISPLAY						
Exhibit B, Attachment 1 - Budget Display						
County of Los Angeles, Department of Mental Health						
January 1, 2023 through December 31, 2024						
Fund Type		Project	Initial Allocation	Adjustments	Updated Total	Net Change
General Fund		OPRL	1,406,793		1,406,793	0

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. RESOLUTION OF DISPUTES

Notwithstanding the General Terms and Conditions (Exhibit C), and in compliance with Public Contract Code 10381, CDA adds:

The Contractor must first discuss the problem informally with the CDA Assistant Director, Office of the Patient Representative. If the problem cannot be resolved at this level, the Contractor must direct the grievance in writing, together with all evidence to the Assistant Director. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Assistant Director will make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Assistant Director will respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Assistant Director's decision, the Contractor may appeal to the next level.

In appealing to the next level, the Contractor must prepare a letter indicating why the Assistant Director's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents and with a copy of the Assistant Director's decision. This letter will be sent to the Chief Deputy Director or designee within ten (10) working days from receipt of the Assistant Director's decision. The Chief Deputy Director or designee will contact or meet with the Contractor to review the issues raised. The Chief Deputy Director may confer with the CDA Director and Chief Counsel, as needed to make a decision. A written decision signed by CDA's Chief Deputy Director or designee will be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this section. Notwithstanding Cal. Welf. Code section 9260(b), all other issues including, but not limited to, the amount of any equitable adjustment and the amount of any compensation or reimbursement that should be paid to the Contractor will be subject to the disputes process under this Article (Cal. Public Contract Code § 10240.5, 10381, 22200, et seq.)

2. TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause by either party after a 30-day written notice to the other party. The notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions or requirements.

The Contractor shall be entitled to payment of all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

3. RIGHTS IN DATA

The Contractor agrees that all data, , reports, , operating manuals, notes, and other written work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State has the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so, on its behalf. If any Deliverable Work set forth in the Scope of Work is copyrightable, the Contractor, through this Agreement transfers ownership of that copyright to the State, and the State may, as an illustration but not a limitation, reproduce, publish, and use such work, or any part thereof, and authorize others to do so (40 CFR 31.34, 31.36). All rights to future publishing remain with the State.

Any material that does not conform to the requirements of this Agreement may be rejected by the State at its discretion. Notice of such a rejection will be given to the Contractor by the State within ten (10) days of receipt of the materials, and final payment will not be made for such material until substantial compliance has been obtained within the time and manner determined by the State.

4. LICENSES AND PERMITS

The Contractor must be an individual or firm licensed to do business in California and must obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary and must be submitted, upon California Department of Aging (CDA) request. However, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted, upon CDA request. If you are a contractor outside the State of California, you will need to submit, upon request, a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license expires at any time during the term of this Agreement, the Contractor agrees to provide the State with a copy of the renewed license within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE

By signing this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

6. SECURITY AWARENESS TRAINING

The Contractor's employees, Subcontractors/Vendors, and volunteers handling Personal, Sensitive, and Confidential Information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

7. INFORMATION INTEGRITY, AND SECURITY**A. Information Assets**

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

- 1) Reports;
- 2) Notes;
- 3) Forms;
- 4) Computers, laptops, cellphones, printers, scanners;
- 5) Networks (LAN, WAN, WIFI) servers, switches, routers;

- 6) Storage media, hard drives, flash drives, cloud storage; and
- 7) Data, applications, databases.

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use a minimum of 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

- 1) The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
- 2) The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- 3) "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- 4) The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
- 5) The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

- 6) The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

- 1) The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- 2) The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

- 1) The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

8. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, creates any contractual relationship between the State and any subcontractors, and no subcontract relieves the Contractor of responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. Although the State has no obligation to pay any moneys directly to any subcontractor, the Contractor is encouraged to make timely payment to its subcontractors under all applicable State laws, rules and regulations.

9. APPROVAL OF SUBCONTRACTORS

The Contractor must adhere to the rules governing subcontracting as set forth in the subcontracting Fair Practices Act, commencing with Public Contract Code Section (PCC) 4100. Any and all subcontractors must be approved by the State's Contract Manager. Subcontractor substitutions also must be in accordance with the above and requires the approval of the Contract Manager. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action.

10. SUBSTITUTION OF STAFFING

Upon Agreement award, the Contractor must use the staffing which they proposed in their bid submittal to the State unless a substitution is requested in writing for approval by the State's Contract Manager. The request for substitution may not be used as an excuse for non-compliance with any other provision of State or federal law including, but not limited to subletting and subcontracting.

11. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor is not liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- A. Acts of God or of the public enemy, and
- B. Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor is not liable for any excess costs for failure to perform.

12. WAIVER OF RIGHTS

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Agreement, is not a waiver by the State of its rights hereunder and does not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

13. DEBARMENT AND SUSPENSION CERTIFICATION:

- A. By signing this Agreement, the Contractor agrees to comply with the debarment and suspension requirements as found in Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- B. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.b., of this certification; and
 - 4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

EXHIBIT E

INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE:

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and CDA, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. CDA reserves the right, at its sole discretion, to cancel a proposed award to the Contractor which does not submit all required insurance documents in a timely manner. Should CDA cancel a proposed award for this reason, CDA reserves the right, at its sole discretion, to award the contract to the next lowest, responsive, and responsible provider.

☒ **Commercial General Liability:**

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should the Contractor use a subcontractor to complete a portion of this Agreement, the Contractor shall include the subcontractor as an additional named insured under the Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. The Contractor shall supply evidence of the subcontractor's insurance to the CDA upon request.

☒ **Motor Vehicle Liability:**

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State for the above (General Liability & Motor Vehicle Liability): Contractor is required to name the “State of California, its officers, employees, and agents” as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- 1) **Policy Endorsement:** Contractor, when providing a signed contract to the CDA and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor’s insurance policy, or in the form of a copy of the Contractor’s current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.



Professional Liability:

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission, or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to the CDA prior to the commencement of services.



Workers’ Compensation:

If the Contractor is required by statute, regulation, or Court order, to provide Workers’ Compensation and Employer’s Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer’s Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and CDA may terminate this Agreement for cause.

If required by the CDA, in writing, Contractor shall furnish, within three (3) state business days following the CDA's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by the CDA, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, the CDA, its officers, agents, and employees from any and all claims by the Contractor's employees, agents and/or anyone representing the Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE:

Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the CDA at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE:

In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and the CDA may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION:

Certificates of liability insurance must name the CDA as a certificate holder and must be submitted to the following address:

California Department of Aging
Attention: Katie Paige
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
(916) 756-3068
BMBStateOps@aging.ca.gov

5. SELF-INSURANCE REQUIREMENTS:

A. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

- B. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- C. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]
- D. The parties recognize that Contractor is self-insured and will maintain insurance in amounts and types sufficient to satisfy its contractual insurance requirements.

EXHIBIT F
BUSINESS ASSOCIATE ADDENDUM

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).
2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Aging (CDA) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - A. As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - B. As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of CDA acting on CDA's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of CDA, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. CDA and Business Associate are each a party to this Agreement and are collectively referred to as the “parties.”
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. Permitted Uses and Disclosures of PHI by Business Associate.

Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of CDA, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by CDA.

A. Specific Use and Disclosure Provisions.

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed 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 person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

8. Compliance with Other Applicable Law

- A. To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 1) To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
 - 2) To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- B. Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

- C. If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

A. Nondisclosure.

Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

B. Safeguards and Security.

- 1) Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 2) Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to
 - (a) NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53
 - (b) FedRAMP – Federal Risk and Authorization Management Program
 - (c) PCI – PCI Security Standards Council
 - (d) ISO/ESC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002
 - (e) IRS PUB 1075 – Internal Revenue Service Publication 1075
 - (f) HITRUST CSF – HITRUST Common Security Framework

C. Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

- 1) Business Associate shall apply security patches and upgrades, and keep virus software up to date, on all systems on which PHI and other confidential information may be used.
- 2) Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- 3) Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

D. Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects.

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI.

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI.

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures.

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with CDA Obligations.

To the extent Business Associate is to carry out an obligation of CDA under [45 CFR Part 164](#), Subpart E, comply with the requirements of the subpart that apply to CDA in the performance of such obligation.

15. Access to Practices, Books and Records.

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of CDA available to CDA upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining CDA's compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival.

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, CDA that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify CDA of the conditions that make the return or destruction infeasible, and CDA and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data.

If Business Associate receives data from or on behalf of CDA that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between CDA and SSA, Business Associate shall provide, upon request by CDA, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to CDA.

18. Breaches and Security Incidents.

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

A. Notice to CDA.

- 1) Business Associate shall notify CDA **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to CDA.
- 2) Business Associate shall notify CDA **within 24 hours by email** (or by telephone if Business Associate is unable to email CDA) of the discovery of:
 - a. Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
 - b. Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;
 - c. Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or
 - d. Potential loss of confidential data affecting this Agreement.

B. Notice shall be provided to the CDA Program Contract Manager (as applicable), the CDA Privacy Office, and the CDA Information Security Office (collectively, "CDA Contacts") using the CDA Contact Information at Section 18.G. below.

Notice shall be made using the current CDA 1025-A form, located at: https://www.aging.ca.gov/Information_security/ and shall include all information known at the time the incident is reported.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

- 1) Prompt action to mitigate any risks or damages involved with the security incident or breach; and
- 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

C. Investigation.

Business Associate shall immediately investigate such security incident or breach.

D. Complete Report.

Provide a complete report of the investigation to the CDA contacts within ten (10) working days of the discovery of the security incident or breach. This “Final PIR” must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If CDA requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide CDA with such information. A “Supplemental PIR” may be used to submit revised or additional information after the Final PIR is submitted. CDA will review and approve or disapprove Business Associate’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate’s corrective action plan.

- 1) If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from CDA within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

E. Notification of Individuals.

If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. CDA shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

F. Responsibility for Reporting of Breaches to Entities Other than CDA.

If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

G. CDA Contact Information.

To direct communications to the above referenced CDA staff, the Contractor shall initiate contact as indicated here. CDA reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

CDA Program Contract Manager	CDA Privacy Office	CDA Information Security Office
See the Scope of Work exhibit for Program Contract Manager/Assistant Director information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the CDA signatory to this Agreement.	Privacy Office c/o: Jeremy Avila Department of Aging 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Email: privacy@aging.ca.gov Telephone: (916) 445-4646	Information Security Office CDA Information Security Office 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Email: iso@aging.ca.gov

19. Responsibility of CDA.

CDA agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

- A. From time to time, CDA may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the CDA Privacy Officer in writing. Whether or how CDA exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.
- B. If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify CDA unless it is legally prohibited from doing so.

21. Termination

A. Termination for Cause.

Upon CDA's knowledge of a violation of this Agreement by Business Associate, CDA may in its discretion:

- 1) Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by CDA; or

- 2) Terminate this Agreement if Business Associate has violated a material term of this Agreement.

B. Judicial or Administrative Proceedings.

CDA may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

A. Disclaimer.

CDA makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

B. Amendment.

- 1) Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 2) Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

C. Assistance in Litigation or Administrative Proceedings.

Business Associate shall make itself and its employees and agents available to CDA at no cost to CDA to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDA, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

D. No Third-Party Beneficiaries.

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

E. Interpretation.

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23. No Waiver of Obligations.

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/2/2022	
BOARD MEETING DATE	11/15/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health (Public Health)	
SUBJECT	APPROVAL TO EXECUTE CONTRACTS FOR AS-NEEDED TEMPORARY PERSONNEL SERVICES EFFECTIVE UPON DATE OF EXECUTION THROUGH OCTOBER 31, 2030	
PROGRAM	Contract Operations Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Projected slated to begin November 2022	
COST & FUNDING	Total cost: N/A	Funding source: There is no funding in the resulting contracts
	TERMS (if applicable):	
	Explanation: Each service request will be on an as-needed basis, and the funding will be identified before the start of the service. The funding and funding source for each service request will vary, depending upon departmental needs, the term of the service request, and the availability of funding.	
	Funding is included in Public Health's Final Adopted Budget fiscal year (FY) 2022-23 and will be included in future FYs, as necessary.	

PURPOSE OF REQUEST	<p>Request approval to execute As Needed Temporary Personnel Services (ANTPS) contracts, with eight qualified vendors, effective upon execution through October 31, 2030, with an option to extend for two additional one-year periods through October 31, 2032, for the provision of ANTPS on an intermittent or time-limited basis, 100% funded by federal, State or other grant sources, America Rescue Plan Act (ARPA) or existing net County cost.</p> <p>Public Health will utilize the services of Temporary Personnel agencies to provide Public Health with qualified positions to support Public Health's capacity to address public health issues, priorities, and emergencies including, but not limited to, assistance with the following: providing general clerical and administrative support for public health services and programming; providing epidemiological support with data analysis and report generation; managing grant funding and contracts/agreements; technical and fiscal management of projects; coordinating efforts to support partner and stakeholder engagement; executing programmatic duties and responsibilities; and leading efforts around communication and messaging on public health efforts on an intermittent or time-limited basis.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On August 26, 2022, Public Health issued a Request for Applications (RFA) to solicit for as-needed temporary personnel services. The recommended ANTPS contracts will include all the current Board-mandated provisions, and each vendor has agreed to all the terms therein.</p> <p>Approval of an ANTPS contract does not guarantee a contractor any minimum amount of business. The County only incurs an obligation if a contractor's temporary personnel are utilized to provide work following County's request.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p>
DEPARTMENTAL CONTACTS	<p>Program Contact: Karen Buehler, Contracts and Grants Director, (323) 659-6266, KBuehler@ph.lacounty.gov</p> <p>County Counsel: Emily Issa, Senior Deputy County Counsel, (213) 974-1827, Elssa@counsel.lacounty.gov</p>

DRAFT

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

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

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

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

www.publichealth.lacounty.gov

November 15, 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 CONTRACTS FOR AS-NEEDED TEMPORARY
PERSONNEL SERVICES EFFECTIVE UPON DATE OF EXECUTION THROUGH
OCTOBER 31, 2030
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute As-Needed Temporary Personnel Services contracts with qualified vendors to provide as needed temporary personnel to be used on an intermittent or time-limited basis.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of the Department of Public Health (Public Health), or designee, to execute As-Needed Temporary Personnel Services (ANTPS) contracts, substantially similar to Exhibit I, with qualified vendors listed on Attachment A, effective upon execution through October 31, 2030, with an option to extend for two additional one-year periods through October 31, 2032, for the provision of ANTPS on an intermittent or time-limited basis, 100% funded by federal, State or other grant sources, America Rescue Plan Act (ARPA) or existing net County cost. Annually, Public Health will provide your Board and the Chief Executive Office (CEO) a report listing usage of these contracts.



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

2. Delegate authority to the Director of Public Health, or designee, to execute additional ANTPS contracts during the ensuing period with qualified vendors that submit an Application Packet (Application), which meets the requirements as outlined in the Request for Applications (RFA) for ANTPS released on August 26, 2022, subject to review and approval by County Counsel.
3. Delegate authority to the Director of Public Health, or designee, to execute amendments to any of the contracts executed for ANTPS to: a) exercise term extension options under the same terms and conditions as the original contract; b) make changes to the contracts, including contract language, statement(s) of work and schedule of rates; c) approve cost of living adjustments (COLA), consistent with the Board's COLA policy; d) revise or incorporate provisions consistent with applicable federal, State, or local laws, rules, regulations, ordinances or policies; and e) add additional temporary personnel items currently not listed in these contracts at rates not to exceed similar County classifications, with all actions subject to prior review and approval by County Counsel, with notice to the Board and CEO.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend the contracts upon issuing a written notice to contractors who fail to perform and/or fully comply with program requirements; to terminate the contracts for convenience by providing a 30-calendar day advance written notice to the contractors; and to accept voluntary contract termination notices from contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Health will utilize the services of Temporary Personnel agencies to provide Public Health with qualified positions to support Public Health's capacity to address public health issues, priorities, and emergencies including, but not limited to, assistance with the following: providing general clerical and administrative support for public health services and programming; providing epidemiological support with data analysis and report generation; managing grant funding and contracts/agreements; technical and fiscal management of projects; coordinating efforts to support partner and stakeholder engagement; executing programmatic duties and responsibilities; and leading efforts around communication and messaging on public health efforts on an intermittent or time-limited basis.

Approval of Recommendation 1 will allow Public Health to execute ANTPS contracts with qualified vendors that met the minimum requirements as outlined in the RFA for ANTPS released on August 26, 2022. These ANTPS contracts will enable Public Health to have a pool of pre-qualified vendors to provide temporary personnel services on an as-needed basis to complete grant-funded and/or time-limited projects.

Approval of Recommendation 2 will allow Public Health to execute additional ANTPS contracts during the ensuing period with additional qualified vendors to meet service needs throughout the duration of the ANTPS contract term and expand the pool of qualified contractors, without interruption, to meet the needs of Public Health.

Approval of Recommendation 3 will allow Public Health to execute amendments to the ANTPS contracts that: a) extend the term up to two additional one-year periods; b) make changes to the contracts, including contract language, statement(s) of work and schedule of rates; c) provide for future COLA adjustment(s); d) add and/or change terms and conditions to conform to changes in federal, State, and/or County laws, regulations, and/or policies; and e) add additional temporary personnel at rates not to exceed similar County classifications.

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

Implementation of Strategic Goals

The recommended actions support Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability: Continually assess our efficiency and effectiveness, maximize and leverage resources, and hold ourselves (the departments) accountable, of the County's 2016-2021 Strategic Plan.

FISCAL IMPACT/FINANCING

Expenditures under all ANTPS contracts will vary from year to year based on the needs of Public Health. The funding and funding source for each service request will vary, depending upon departmental needs, the term of the service request, and the availability of funding.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 26, 2022, Public Health issued a RFA to solicit for as-needed temporary personnel services. The recommended ANTPS contracts will include all the current Board-mandated provisions, and each vendor has agreed to all the terms therein.

Approval of an ANTPS contract does not guarantee a contractor any minimum amount of business. The County only incurs an obligation if a contractor's temporary personnel are utilized to provide work following County's request.

Exhibit I has been reviewed and approved by County Counsel. Attachment A is a list of recommended contractors. Attachment B is the contracting opportunity announcement posted on the County website. Attachment C is the Community Business Enterprise Information Summary for the recommended vendors.

CONTRACTING PROCESS

On August 26, 2022, Public Health released RFA #2022-006 for as-needed temporary personnel services with an initial deadline of September 16, 2022, to submit an Application.

This contracting opportunity (Attachment B) was posted on the County of Los Angeles website, Public Health's Contracts and Grants website, as well as on Public Health's social media accounts for Instagram, Twitter, and Facebook.

By the September 16, 2022, the initial deadline, 20 vendors submitted their Applications in response to the RFA. As per the RFA, Public Health conducted a review of 20 Applications. Of the 20 Applications, 9 are still under review and if qualified, will be approved through a delegated authority memorandum. Public Health is recommending that the Board approve execution of 11 ANTPS contracts with the contractors listed in Attachment A.

In accordance with the solicitation process, the RFA will remain open throughout the duration of the ANTPS contract term, unless sooner closed via an addendum to the RFA, thereby allowing new Applications to be submitted. Subject to meeting the minimum requirements in the RFA, additional qualified vendors will be offered a ANTPS contract if it serves the best interest of the County.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Execution of the ANTPS contracts with pre-qualified vendors to provide as-needed temporary personnel services will simplify and expedite the solicitation and contracting process for Public Health. Approval of the recommended actions will enable Public Health to perform at a more efficient and effective level and provide seamless, coordinated public health services that reduce health inequities and promote optimal well-being to the residents of Los Angeles County.

Respectfully submitted,

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

The Honorable Board of Supervisors
November 15, 2022
Page 5

BF:lr
#06502

Enclosures

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

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
List of Qualified Contractors Recommended for
As-Needed Temporary Personnel Services

Attachment A

VENDOR NAME	
1	22nd Century Technologies Inc.
2	Caban Resources, LLC
3	Enterprise Solutions, Inc.
4	Healthcare Staffing Professionals, Inc.
5	JENN International Personnel Agency
6	Medica Talent Group, Inc.
7	Partners In Diversity, Inc.
8	Public Health Foundation Enterprises, Inc. dba Heluna Health
9	R.L. Klein & Associates
10	Ro Health, LLC
11	Staffmark Investment LLC dba Staffmark, Advantage Resourcing, Pro Staff



CONTRACTING OPPORTUNITY *

BID NUMBER: 2022-006

BID TITLE: As-Needed Temporary Personnel Services

RELEASE/OPEN DATE: August 26, 2022

CLOSING/DUE DATE: September 16, 2022

*Visit websites indicated below for additional information and updates.

The County of Los Angeles Department of Public Health is pleased to announce the release of a Request for Applications (RFA) to solicit applications from interested qualified agencies/vendors to provide as-needed temporary or time-limited basis personnel to support Public Health's issues, priorities and emergencies, including, but not limited to, assistance with the following: providing general clerical and administrative support for public health services and programming; providing epidemiological support with data analysis and report generation; managing grant funding and contracts/agreements; technical and fiscal management of projects; coordinating efforts to support partner and stakeholder engagement; executing programmatic duties and responsibilities; and leading efforts around communication and messaging on public health efforts.

Minimum Mandatory Requirements

Interested vendors that meet the Minimum Mandatory Requirements are invited to respond to this RFA by submitting an application. Please click on the Public Health link below to review the Minimum Mandatory Requirements identified in Section 1.3 of the RFA.

Next Steps for Interested Vendors

- ✓ Register at <http://camisvr.co.la.ca.us/webven>, if not already registered
- ✓ Review the RFA 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>

**AS-NEEDED TEMPORARY PERSONNEL SERVICES
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY**

Firm/Organization Information	Firm/Organization										
	22nd Century Technologies Inc.	Caban Resources, LLC	Enterprise Solutions, Inc.	Healthcare Staffing Professionals, Inc.	JENN International Personnel Agency	Medica Talent Group, Inc.	Partners In Diversity, Inc.	Public Health Foundation Enterprises, Inc. dba Heluna Health	R.L. Klein & Associates	Ro Health, LLC	Staffmark Investment LLC dba Staffmark, Advantage Resourcing, Pro Staff
Total Number of Employees in California	70	16	33	22	40	19	11	121	3	93	139
Total Number of Employees (including owners)	4,144	70	679	32	40	20	11	124	3	158	1,392
Owners/Partner/Associate Partners											
Black/African American				2							
Hispanic/Latino		1				1	1				
Asian or Pacific Islander	3									1	
American Indian			1								
Filipino					4						
White		1					1		1	9	
Total	3	2	1	2	4	1	2		1	10	
Female (should be included in counts above and also reported here separately).	1	1	0	0	1	0	2		0	1	
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise											
Minority		X	X	X	X	X					
Women					X		X				
Disadvantaged						X	X				
Disabled Veteran									X		
LGBTQQ											

Figures are based on information provided by Vendors in their Applications.

EXHIBIT I

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

AS-NEEDED TEMPORARY PERSONNEL SERVICES

**DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES**

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STANDARD EXHIBITS

Exhibit A – Statement(s) of Work

- Attachment I – Temporary Positions List
- Attachment II –Service Request Form (Sample attached)

Exhibit B – Schedule of Rates

Exhibit C – American Rescue Plan Act Requirements (if applicable)

Exhibit D – American Rescue Plan Act 2021 Additional Provisions (if applicable)

Exhibit E – Contractor's EEO Certification

Exhibit F – Contractor Acknowledgement and Confidentiality Agreement

Exhibit G – Health Insurance Portability and Accountability Act (HIPAA)

Exhibit H – Jury Service Program

Exhibit I – County's Administration

Exhibit J – Contractor's Administration

UNIQUE EXHIBITS

Exhibit K – COVID-19 Vaccination Certification of Compliance and Confidentiality Form

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on _____,
by and between the COUNTY OF LOS ANGELES (hereafter "County") and
_____ (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, California Government Code Section 26227 which authorizes the
Board of Supervisors to contract with private entities to meet the social needs of the
population of the county in the areas of health, public safety, welfare, and education;
and

WHEREAS, Public Health has determined that existing Public Health Programs,
at certain times, do not have sufficient manpower to perform public health projects
provided by State, federal, or other granting agencies within the time permitted by the
grant agreements; it is difficult to recruit personnel to perform those services in the
required time periods; and that the services to be provided hereunder are most often of
a specialized, professional, and temporary nature, or of an as needed, intermittent
nature; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
Public Health, or authorized designee(s) (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 53703 et seq., to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, and other public services; and

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

WHEREAS, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding the coronavirus ("COVID-19") in Los Angeles County; and

WHEREAS, on August 1, 2022, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding Monkeypox in Los Angeles County; and

WHEREAS, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF"); and

WHEREAS, County has received a direct payment of ARP Funds, which may only be used to cover costs incurred beginning March 3, 2021 and ending December 31, 2024 with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;

3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
4. To make necessary investments in water, sewer or broadband infrastructure; and

WHEREAS, the U.S. Treasury ("Treasury") has issued an Interim Final Rule (31 C.F.R. Part 35), Compliance and Reporting Guidance, and Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractors receiving ARP Funds; and

WHEREAS, on Month DD, 20YY the Board of Supervisors authorized the Director to execute and administer this Contract; and

WHEREAS, Contractor is a private firm specializing in providing As-Needed Temporary Personnel Services; and

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide As-Needed Temporary 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 set forth herein.

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, I J, and K 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 will 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

- Attachment I – Temporary Positions List
- Attachment II – Service Request Form (Sample attached)

Exhibit B – Schedule of Rates

Exhibit C – American Rescue Plan Act Requirements (if applicable)

Exhibit D – American Rescue Plan Act 2021 Additional Provisions (if applicable)

Exhibit E – Contractor's EEO Certification

Exhibit F – Contractor Acknowledgement and Confidentiality Agreement

Exhibit G – Health Insurance Portability and Accountability Act (HIPAA)

Exhibit H – Jury Service Program

Exhibit I – County's Administration

Exhibit J – Contractor's Administration

Unique Exhibits

Exhibit K – COVID-19 Vaccination Certification of Compliance and Confidentiality Form

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.

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 will provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract will 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

D. Contractor is not guaranteed a minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion.

4. TERM OF CONTRACT:

The term of this Contract will be effective upon execution and will continue in full force and effect through October 31, 2030, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County will have the sole option to extend this Contract term up to two additional one-year periods. Each such extension option will be exercised at the sole discretion of the Director through written notification from the Director to Contractor prior to the end of the Contract term.

Contractor will notify Public Health when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor will send written notification to Public Health at the address herein provided in Exhibit G.

5. CONTRACT RATE/FEE:

A. Contractor will be paid according to Exhibit B, Schedule of Rates, attached hereto.

B. Contractor will 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 Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

C. Contractor will 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 Contractor's duties, responsibilities, or obligations, or performance of same by persons or entities other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason

whatsoever, will not occur except with the County's express prior written approval.

D. No Payment for Services Provided Following Expiration/

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

6. INVOICES AND PAYMENT:

The rates/fees specifically listed in Exhibit - B, Schedule of Rates, will be the maximum rates/fees payable by the County for the term of this Contract.

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

B. Contractor will invoice the County monthly in arrears. All invoices will include a financial invoice and all required reports and/or data. All invoices will 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 prior payments made to Contractor.

C. Invoices must be submitted to County within 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 will make payments in accordance with Exhibit B, Schedule of Rates attached hereto and incorporated herein by reference.

D. While payments will be made in accordance with the rate(s) set out in Exhibit B, Schedule of Rates, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the rate(s) set in Exhibit B, Schedule of Rates, Contractor will be reimbursed only for the actual costs. In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs. Regardless of the amount of costs incurred by Contractor, in no event will the County pay, or be obligated to pay, Contractor more than the fees for the units of service provided.

E. Each invoice submitted by Contractor will include and specify the following:

- Contractor's name and Contract number;
- Period of performance of work being invoiced;
- Name(s) and classification(s) of persons who performed the work;
- Compensation rate per staff as specified in Exhibit B, Schedule of Rates;
- Number of hours worked per staff;
- If applicable, any preapproved travel or overtime cost;
- The total amount of the invoice; and
- Attachment II – Service Request Form associated with the project.

F. Invoices will be submitted directly to the County Project Manager set forth in Attachment II, Service Request Form.

G. For each period, or portion thereof, that this Contract is in effect, Contractor will provide an annual cost report within 30 calendar days following the close of the Contract period. Such cost report will 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 will be for that Contract period which ends on the termination date. The report will be submitted within 30 calendar days after such termination date.

The primary objective of the annual cost report will be to provide the County with actual expenditure data for the Contract period that will 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 this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

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

I. 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 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 will 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 60 days at any point during the term of this Contract.

J. 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 15 calendar days after receipt of an undisputed invoice.

7. ALTERATION OF TERMS/AMENDMENTS:

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

B. The County's Board of Supervisors has delegated authority to the Director to amend this Contract to: a) exercise term extension options under the same terms and conditions as the original contract; b) make changes to the Contract, including the statement of work, and schedule of services; c) approve cost of living adjustments (COLA), consistent with the Board's COLA policy; d) revise or incorporate provisions consistent with applicable federal, State, or local laws, rules, regulations, ordinances, or policies; and e) add additional temporary personnel items currently not listed in Exhibit B, Schedule of Rates, at rates not to exceed similar County classifications. Amendments will be prepared

by Director and executed by Contractor and Director, as authorized by the County's Board of Supervisors, and will be incorporated into and become part of this Contract. Contractor agrees that extensions of time will not change any other term or condition of this Contract during the period of such extensions.

8. CONFIDENTIALITY:

A. Contractor will 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 will 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and will be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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 will inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor will sign and adhere to the provisions of Exhibit F, Contractor Acknowledgement and Confidentiality Agreement.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel during the term of this Contract to perform the services set forth herein, Contractor will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified, former County employees who are on a re-employment list.

10. INDEMNIFICATION: Contractor will 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 relating to this Contract, except for such

loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. 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 will provide and maintain at its own expense, 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 (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents have been given Insured status under the Contractor's General Liability policy, will be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates will be provided to County not less than 10 calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

Certificates will 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 will match the name of the Contractor identified as the contracting party in this Contract. Certificates will 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), will be construed as a waiver of any of the Required Insurance provisions.

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

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

Contractor also will 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. Contractor also will 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: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) will 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 will 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 will 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 will provide County with, or Contractor's insurance policies will contain a provision that County will 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 will be provided to County at least 10 days in advance of cancellation for non-payment of premium and 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 will 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. Insurer Financial Ratings: Coverage will be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

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

G. 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. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. 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 will pay full compensation for all costs incurred by County.

I. Subcontractor Insurance Coverage Requirements: Contractor will include all Subcontractors as insureds under Contractor's own policies, or will provide County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and will require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor will obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies will 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 will be executed by a corporate surety licensed to transact business in the State of California.

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

L. Application of Excess Liability Coverage: Contractor 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.

M. Separation of Insureds: All liability policies will 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.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor's 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 will be designated as an Additional Covered Party under any approved program.

O. 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.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability 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 (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 will 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 will 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 will 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 will be provided to the County at least 10 days in advance of cancellation for non-payment of premium and 30

days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Additional Insurance Requirement(s): If applicable, additional insurance requirement(s) will be reflected in Attachment II, Service Request Form. The additional insurance(s) must be acquired prior to the start of work. Certificates and copies of any required endorsements will be submitted directly to the County Project Manager set forth in Attachment II, Service Request Form.

13. OWNERSHIP OF MATERIALS, SOFTWARE 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, and all works based thereon, incorporated therein, or derived therefrom, will be the sole property of County.

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

C. With respect to any such items which come into existence after the commencement date of this Contract, Contractor will assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited

to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven years thereafter, Contractor will maintain and provide security for all of Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers 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 will be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor will affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it will 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 will include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, 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).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, will have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material will include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items will 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), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

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

B. Financial Records: Contractor will prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; 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>.

Federally funded Contractors will adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records will clearly reflect the actual cost of the type of service for which payment is claimed and will 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 will include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs will mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records will be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including 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 will 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.

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 financial records will be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven 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 will be made available during normal business hours within 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 will permit such inspection or audit to take place at an agreed to outside location, and Contractor will pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees 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

will 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 will 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 will file a copy of each 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 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 will maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records will be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit will 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 will complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 days after receipt of the auditor's report(s) or nine 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 will be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers will 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 years following the furnishing of services under this Contract, Contractor will 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 will 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 will fully cooperate with County's representatives. Contractor will allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and will allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 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 will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 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 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, will 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 will be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" will 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" will 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 will 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 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 will 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 the rate(s) set out in Exhibit B, Schedule of Rates, the Contractor will 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 will constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

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

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor will comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and will ensure that each of its Subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A
FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require

Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and, (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor will indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph will constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor will immediately notify County in writing, during the term of this Contract,

should it or any of its Subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17C. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, Subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other

employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and Subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

17D. MOST FAVORED PUBLIC ENTITY: If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

17E. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, Contractor is deemed to be non-compliant with the terms and obligations of this Contract, 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 Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from 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 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 Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or (c) upon giving five days' notice to 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 Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost

due to the failure of Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph will 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 will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17F. 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 will 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 will 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.

17G. COST OF LIVING ADJUSTMENTS (COLA): If requested by the Contractor, the Contract amount may, at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim Area for the twelve 12-month period preceding the Contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1, for the prior twelve 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion, exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall

first require a written amendment to this Contract that is formally approved and executed by the parties.

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

19. 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 will govern and prevail.

20. 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 will 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 10 calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder will 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 will 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 Chief

B. Notices to Contractor will be addressed as follows:

- (1) _____

Attention: _____

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") will 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. County Administration: A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit G. The

County shall notify the Contractor in writing of any change in the names or addresses shown.

1) **County's Project Director:**

a) County's Project Director, or designee, has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Contractor.

b) County's Project Director, or designee, is responsible for the administration of this Contract, including keeping and updating all records relating thereto, and for resolving disputes between County and Contractor.

2) **County's Project Manager:**

a) County's Project Manager will be identified in Attachment II – Service Request Form and is the County's chief contact related to individual Projects. County's Project Manager shall generally be the first person for Contractor to contact with any questions. A specific County employee shall be assigned as County's Project Manager for each particular Project. County's Project Manager shall be specified in, and specific to, each Attachment II – Service Request Form.

b) County's Project Manager for a particular Project shall be responsible for coordinating and monitoring Contractor's work,

and for ensuring that Project objectives are met. County's Project Manager shall also be responsible for:

- i. Monitoring and reporting of Contractor's performance and progress, of work requirements;
- ii. Ensuring Contractor's compliance with County's applicable Technical Standards;
- iii. Reviewing and approving project tasks, equipment, services, and other work;
- iv. Coordinating with Contractor's Project Manager or designated staff, on a regular basis, regarding the performance of Contractor;
- v. Providing direction to Contractor as they relate to County policies specific to individual Project;
Reviewing and approving Contractor invoices.
- vi. County's Project Manager is not authorized to make any changes in rates, or in the terms and conditions of this Contract.

C. Contractor Administration: Contractor's Project Manager is designated in Exhibit J. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager. Contractor's Project Manager shall be responsible for Contractor's day-to-day activities related to this Contract and shall coordinate with County's Project Manager on a regular basis with respect to specific Projects.

D. Contractor's Authorized Official(s): Contractor's Authorized Official(s) are designated in Exhibit J. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

E. Approval of Contractor's Staff: 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, Contractor's Project Manager.

F. 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.

G. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County 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 will not be limited to, criminal

conviction information. The fees associated with the background investigation will be at the Contractor's expense, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract, or be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, Contractor will immediately remove staff from performing services under this Contract and replace such staff within 15 days of removal, or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

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

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. Contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If 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. Contractor will 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 will be null and void. For purposes of this paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

C. Any assumption, assignment, delegation, or takeover of any of 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, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants 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.

25. 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 Contractor under this Contract will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

26. 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.

27. COMPLAINTS: Contractor will develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

- A. Within 30 business days after the Contract effective date, Contractor will provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.
- B. The policy will 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 will receive a copy of the procedure.
- D. The County will review Contractor's policy and provide Contractor with approval of said policy or with requested changes.
- E. If the County requests changes in Contractor's policy, the Contractor will make such changes and resubmit the policy within 30 business days for County approval.
- F. If, at any time, Contractor wishes to change its policy, Contractor will submit proposed changes to the County for approval before implementation.
- G. Contractor will preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- H. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- I. Copies of all written responses will be sent to the County's Project Manager within three business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor will 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.

B. Contractor will indemnify, defend, and hold harmless the 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, 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 will be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including without limitation, County Counsel, and will be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: 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 will, 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. Contractor will comply with Exhibit E – Contractor's EEO Certification.

30. 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 H 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), the Contractor will have and adhere to a written policy that provides that its Employees will 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 will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program will 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 will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor will 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 will 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.

31. 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 will 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

32. 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.

33. 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, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. 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.

34. 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, will 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 Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. Contractor will comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the County. Full written disclosure will 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 will be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will 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 Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to Contractor. Contractor will report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV, and the Department of Workforce Development, Aging and Community Services at 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 will be given first priority.

36. 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: 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative/proposed decision, which will 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 will 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 will be presented to the Board of Supervisors. The Board of Supervisors will 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 years, that contractor may, after the debarment has been in effect for at least five 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 years; (2) the debarment has been in effect for at least five 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. 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. 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/>

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. 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 Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will 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 will 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).

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor 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 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.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor assures 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 will include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons will 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 will 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.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. Contractor will 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 its employees or agents. Such repairs will be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

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

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. Contractor warrants 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. Contractor will 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. Contractor will retain all such documentation for all covered employees for the period prescribed by law.

B. Contractor will indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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.

44. DATA ENCRYPTION;

Contractor and any Subcontractor(s) will 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 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 will maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports will be subject to audit in accordance with this Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph (Data Encryption) will

constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

45. 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. Contractor will 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 will supersede this requirement with respect to those payments.

D. At any time during this 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, will decide whether to approve exemption requests.

46. COUNTERPARTS ELECTRONIC SIGNATURES AND

REPRESENTATIONS: This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals. The County and 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 the ALTERATIONS AND TERMS/AMENDMENTS Paragraph and received via communications facilities, (e.g., facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

47. FAIR LABOR STANDARDS: Contractor will comply with all applicable provisions of the Federal Fair Labor Standards Act and will 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 Contractor's employees for which the County may be found jointly or solely liable.

48. FISCAL DISCLOSURE: Contractor will prepare and submit to Director, within 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 will promptly notify Director in writing, detailing such changes.

49. 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 will be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

50. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract will be governed by, and construed in accordance with, the laws of the State of California. 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 will be exclusively in the County of Los Angeles.

51. 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 G.

52. INDEPENDENT CONTRACTOR STATUS:

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

B. Contractor will 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 will 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 Contractor.

C. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor will 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. Contractor will adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

53. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor will 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 will 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 will 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.

54. NONDISCRIMINATION IN SERVICES:

A. Contractor will 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 will 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 will 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 will also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, will be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures will 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 will be advised by Contractor of these procedures, as identified hereinabove, will 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.

55. 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 will 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 will 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 will include, but will 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 will 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 will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will 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 will 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 will 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 will 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 will 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 will constitute a material breach of this 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 will 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 will 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.

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

57. 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 will, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

58. NOTICE OF DISPUTES: Contractor will bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and 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 will resolve it.

59. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor will notify its employees, and will 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 will be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor will notify and provide to its employees, and will 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.

61. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Contractor and the County agree that during the term of this Contract and for a period of one year thereafter, neither party will 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.

62. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor will 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.

63. PUBLIC RECORDS ACT:

A. Any documents submitted by 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, become the exclusive property of the County. All such documents become a matter of public record and will 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 will 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," 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.

64. PURCHASES:

A. Purchase Practices: Contractor will 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 will be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County will 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 30 calendar days of filing, County will 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, will attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor will 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 will 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 will 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 will 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 will: (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 will be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

65. 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 will prepare and submit to Director within 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 will 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 will 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 will only charge the program for costs of ownership. Costs of ownership will 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 will be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor will 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 will notify Director in writing of such changes within 30 calendar days prior to the effective date thereof.

66. REPORTS: Contractor will 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 30 calendar days' prior written notification thereof. Director's notification will provide Contractor with a written explanation of the procedures for reporting the information required.

67. 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.

68. 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 will 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.

69. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor will operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel will be qualified in accordance with standards established by County. In addition, Contractor will comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor will have available and will 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 will indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor will, prior to filling said vacancy, notify County's Director. Contractor will provide the above set forth

required information to County's Director regarding any candidate prior to any appointment. Contractor will institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor will institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development will 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 will be planned and scheduled in advance, and will be conducted on a continuing basis. Contractor will develop and institute a plan for an annual evaluation of such training/staff development program.

70. 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 will include:

(1) Identification of the proposed Subcontractor, (who will 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 will 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 will review Contractor's request to subcontract and will determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts will be made in the name of Contractor and will not bind nor purport to bind County. The making of subcontracts hereunder will 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 will 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 will 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 will be provisional, and will 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 will 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 will 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 will contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and will be subject to all of the provisions of such prime contract." Further, Contractor will 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.

H. Contractor will 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.

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

J. 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.

K. Contractor will 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 Contractor employees.

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

71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor's failure to maintain compliance with the requirements set forth in Paragraph, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to

Paragraph 73, TERMINATION FOR DEFAULT, herein, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

72. 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. Termination of services hereunder will be effected by delivery to Contractor of a 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 will:

- 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 will not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor will 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 will be submitted promptly, but not later than 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 will be final. After such determination is made, County will pay Contractor the amount so determined.

Contractor, for a period of seven years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, will 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 will be retained by Contractor at a location in Los Angeles County and will be made available within 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

73. TERMINATION FOR DEFAULT: County may, by written 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 circumstances, does not cure such failure within a period of five calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

C. 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 will be liable to County for any reasonable excess costs incurred by County for such similar services.

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

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

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

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

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

75. 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 will be deemed to be insolvent if it has ceased to pay its debts at least 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 will 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

will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County will not be obligated for 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 will terminate as of June 30th, of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

77. 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 will acquire any rights as a third party beneficiary under this Contract.

78. TIME OFF FOR VOTING: Contractor will notify its employees, and will 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 10 days before every Statewide election, Contractor and any Subcontractor(s) will 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.

79. UNLAWFUL SOLICITATION: Contractor will 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 will take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor will utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

80. 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 will not be affected thereby.

81. WAIVER: No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

82. WARRANTY AGAINST CONTINGENT FEES:

A. Contractor warrants 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 Contractor for the purpose of securing business.

B. For breach of this warranty, the County will 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.

83. WARRANTY 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 warrants 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.

84. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, will 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 10 days of

notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

85. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR

PERSONNEL:

A. At Contractor's sole cost, Contractor will 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 will obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of

the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader 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 will 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 will 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 will 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 will also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit K (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

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

#06381:lr

STATEMENT OF WORK
COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES

1.0 DESCRIPTION OF SERVICES

- 1.1 Contractor and Contractor's personnel providing services under the Contract acknowledge they are to be used on a temporary or time-limited basis. Contractor's assigned personnel are subject to Contractor's benefits, discipline, termination, and all other personnel provisions, as applicable. Additionally, the Department of Public Health (Public Health) may remove the use of any of Contractor's assigned as-needed temporary personnel immediately, when it is determined by the Director of Public Health, or designee, that it would be in the best interest of Public Health and/or the County of Los Angeles (County) to do so.
- 1.2 The purpose of this As-Needed Temporary Personnel Services is to utilize ongoing temporary staff positions needed to support Public Health's capacity to address public health issues, priorities, and emergencies, including, but not limited to, assistance with the following: providing general clerical and administrative support for public health services and programming; providing epidemiological support with data analysis and report generation; managing grant funding and contracts/agreements; technical and fiscal management of projects; coordinating efforts to support partner and stakeholder engagement; executing programmatic duties and responsibilities; and leading efforts around communication and messaging on public health efforts. Various federal, state and local funding will be utilized as available to provide seamless, coordinated public health services that reduce health inequities and promote optimal well-being to the residents of Los Angeles County.

2.0 DEFINITIONS:

- 2.1 **Emergency:** Unforeseeable workload requirements related to patient care or the health and welfare of the citizens of Los Angeles County. Examples of an emergency include, but are not limited to, fire, flood, or other causes involving significant danger to life or property, public health or safety. An emergency can only be declared by the Director of Public Health or designee or the Board of Supervisors.
- 2.2 **Regular Work Schedule:** Agreed upon staff work schedule between Contractor and Public Health. The workday may be 8 hours but no longer than 10 hour per day in a 40-hour work week without the payment of overtime.

STATEMENT OF WORK
COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES

- 2.3 **Workday:** A workday is a consecutive 24-hour period beginning at the same time each calendar day, but it may begin at any time of day. The beginning of an employee's workday need not coincide with the beginning of that employee's shift, and an employer may establish different workdays for different shifts. However, once a workday is established it may be changed only if the change is intended to be permanent and the change is not designed to evade overtime obligations. Daily overtime is due based on the hours worked in any given workday and the averaging of hours over two or more workdays is not allowed. The County is a 24-hour, seven day a week operation.
- 2.4 **Workweek:** Any seven consecutive days, starting with the same calendar day each week beginning at any hour on any day, so long as it is fixed and regularly occurring. "Workweek" is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods. An employer may establish different workweeks for different employees, but once an employee's workweek is established, it remains fixed regardless of his or her working schedule. An employee's workweek may be changed only if the change is intended to be permanent and is not designed to evade the employer's overtime obligation.

3.0 COMPENSATION

- 3.1 County agrees to compensate Contractor as described in the Contract, Paragraph 2, INVOICES AND PAYMENTS.
- 3.2 Contractor will provide personnel as specified in Attachment II, Service Request Form at the specified rates according to Exhibit B, Schedule of Rates. Contractor will not add or replace specified personnel without the prior written permission of the County Project Director or designee.
- 3.3 The rate as specified in Exhibit B, Schedule of Rate includes the following items:
- 3.3.1 Compensation Rate: The straight hourly rate per job classification.
- 3.3.2 Employee Benefits:
- 3.3.2.1 Contractor staff who work a 40 hour or higher range per Workweek will receive the benefit rate of 28% of total hourly cost.

STATEMENT OF WORK
COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES

General Benefits

At a minimum, the benefit package employees must include:

- Federal Insurance Contribution Act (FICA)
- Health Insurance (Basic Health and Dental must be 100% covered by the Contractor/Employer. Contractor's employees may be required to pay a co-payment for medical and dental benefits but may **not** be asked to cover a share of annual policy premium costs). Basic Health and Dental must be 100% covered within 30 days of an employee's start date and will continue until the last day assigned under the Contract.
- Unemployment Insurance
- Workers Compensation

Vacation/Holiday/Sick Leave: Will include 13 County-observed Holidays, 10 vacation days (accrued monthly), and 12 sick days (accrued monthly) per year. Sick leave earned during a pay period can be used the following pay period. **All accrued vacation and sick leave must be used per project period and cannot rollover.**

- 3.3.2.2 Contractor staff who work up to 25 hours per Workweek will receive the benefit rate of 13% of total hourly cost.

General Benefits

At a minimum, the benefit package must include:

- FICA
- Unemployment Insurance
- Workers Compensation

Vacation/Holiday/Sick Leave: Not applicable.

- 3.3.3 Indirect Cost: Indirect costs is 10% of total direct costs and are defined as the administrative costs incurred for common or joint activities that cannot be identified specifically with a particular project or program (2 CFR 200.56 or 45 CFR 75.414).

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- 3.4 **Overtime:** Time spent that exceeds the number of hours in a Regular Work Schedule and worked in the Workweek in the performance of work ordered, approved, or permitted via written authorization of the Director or designee, at least one day in advance.
- 3.5 **Travel:** Some positions may be required to travel to different locations throughout the project period. If applicable, Contractor staff will be compensated as follow:
- 3.5.1 Mileage: County will reimburse at County's reimbursement rate, currently 58.5 cents per mile.
- 3.5.2 Parking: County will reimburse parking if cost is incurred while providing service to County. Contractor will submit documentation to Public Health with invoice.
- 3.6 **Emergency Rate:** Some positions may be hired as Emergency. These positions will be noted in the Attachment II, Service Request Form and be compensated as specified in Exhibit B, Schedule of Rates.

4.0 QUALITY ASSURANCE PLAN

- 4.1 The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in Contract, Paragraph 39, COUNTY'S QUALITY ASSURANCE PLAN.
- 4.2 The County will evaluate the Contractor's personnel performance using the measures defined in Attachment II, Service Request Form.

5.0 RESPONSIBILITIES

5.1 COUNTY

The County will administer the Contract according to Contract, Paragraph 22, ADMINISTRATION OF CONTRACT.

5.2 CONTRACTOR

5.2.1 The Contractor will administer the Contract according to the Contract, Paragraph 22, ADMINISTRATION OF CONTRACT

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5.2.2 Pursuant to Contract, Paragraph 22, ADMINISTRATION OF CONTRACT, Subparagraph G, BACKGROUND AND SECURITY INVESTIGATIONS, Contractor will ensure that staff performing services under this Contract will undergo and pass a background and security investigation to the satisfaction of the County prior to hire and as a condition of continuing to perform services under this Contract.

6.0 SPECIFIC DESCRIPTION OF SERVICES – TEMPORARY PERSONNEL

- 6.1 Public Health will request services from the Contractor via Attachment II, Service Request Form, which will specify the project period, staff title, the number of staff required, the specific duty statement(s), if applicable, additional insurance requirement, notation of the rate the staff will be hired under and/or any additional requirements. Contractor must be recruited and hired to start work the staff listed on Attachment II, Service Request Form within 30 days of signing the Service Request Form.
- 6.2 Contractor will ensure that staff performing the requested services have the minimum qualifications as specified in Attachment I, Temporary Positions List.
- 6.3 Temporary personnel must be Health Insurance Portability and Accountability Act of 1996 (HIPAA) certified in compliance with County's Public Health policy, prior to start of services.
- 6.4 In addition to the terms and conditions specified in Contract, Paragraph 22, ADMINISTRATION OF CONTRACT, Subparagraph E, APPROVAL OF CONTRACTOR'S STAFF, Contractor must provide County with appropriate documentation (e.g., copies of all required certificates, insurance, background/medical clearances, etc.) for the assigned temporary personnel which clearly demonstrates that the minimum requirements specified in the Contract have been satisfied prior to beginning and continuing services under the resultant Contract. Such documentation must include, if applicable, any of the specified desirable qualifications.

7.0 HOURS/DAYS OF WORK

- 7.1 Work shift for all temporary personnel:

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- 7.1.1 All staff work schedules require the prior written authorization of the County Program Director, or designee.
- 7.1.2 Any temporary services personnel that test positive for or exhibit symptoms or signs of an infectious disease shall not report to a County worksite and/or will be directed to leave a County worksite. Contractor must ensure that temporary services personnel that test positive for an infectious disease do not report to a worksite that could expose clients or other staff.

8.0 WORK LOCATION

Services described herein will be provided from staff's home or, when safe and appropriate, at a County facility, a remote location, or a location as specified in Attachment II, Service Request Form.

ATTACHMENT I-1
COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
TEMPORARY POSITIONS LIST

Contractor will ensure that staff performing the requested services have the minimum qualifications as specified below:

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
ACCOUNT CLERK I	The Account Clerk I will perform accounting clerical work in the maintenance of accounting records within a comprehensive established framework of procedures, under general supervision.	<ul style="list-style-type: none"> • Option 1: One year's clerical experience in bookkeeping assisting in the maintenance of a double entry accounting system and associated subsidiary records involving coding transactions and posting and balancing of ledgers, journals, and registers -OR- • Option 2: One year's clerical experience in the maintenance of financial or statistical records involving the coding, recording, checking tabulations and computation of data and completion of a high school level course in bookkeeping or elementary accounting.
ACCOUNTANT II	The Accountant II will perform a full range of professional accounting and auditing work in the preparation, analysis, review, maintenance, reconciliation and control of financial records and fiscal revenue and expenditures forecasting	<ul style="list-style-type: none"> • Completion of 21 semester or 32 quarter units of accounting in an accredited college or university including at least two courses in advanced accounting subjects such as auditing, cost accounting, or governmental accounting. -AND- One year of entry level accounting or auditing experience • A valid California Class C Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
ACCOUNTING TECHNICIAN I	The Accounting Tech I will under general supervision, performs paraprofessional accounting work in preparing, processing, reconciling, and maintaining fiscal records requiring a substantive knowledge of County and general accounting procedures.	<ul style="list-style-type: none"> • Completion of 12 semester or 18 quarter units of accounting including a course in advanced accounting, cost accounting, governmental accounting, auditing, or accounting information systems in an accredited college or university. Lower Division accounting classes may be taken at a two-year community college if the units are transferable to a four-year college or university -AND- One year of accounting clerical experience. Graduation from an accredited two-year college with an Associate's degree in Accounting or a closely related field may be substituted for the one year of accounting clerical experience. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
ADMINISTRATIVE ANALYST	<p>The Administrative Analyst (AA) will assist with administrative efforts by supervising a unit of analysts responsible for performing a full range of difficult to complex analytical assignments and by making recommendations on highly complex issues which directly impact programs and administrative operations and may be of a confidential or sensitive nature. The AA will work to ensure programmatic, technical, and grant requirements are on track and objectives are met.</p>	<ul style="list-style-type: none"> • Option I: A Bachelor's degree from an accredited college or university -AND- three years of experience performing analytical assignments, two years of which must have involved the independent performance of work assignments which require the use of sound professional judgment, initiative and creativity in identifying and selecting research and analytical methods and techniques to address and resolve complex, controversial, and/or sensitive problems related to administrative functions such as human resources, budget, finance, contracts and other closely-related administrative functional areas. -OR- • Option II: Five years of experience performing analytical assignments, two years of which must have involved the independent performance of work assignments which require the use of sound professional judgment, initiative and creativity in identifying and selecting research and analytical methods and techniques to address and resolve complex, controversial, and/or sensitive problems related to administrative functions such as human resources, budget, finance, contracts and other closely-related administrative functional areas; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
ADMINISTRATIVE ASSISTANT	<p>The Administrative Assistant will provide administrative support by analyzing and making recommendations to maximize efficiency within the organization in areas related to budget, systems and procedures, program, facilities planning, general management, and personnel.</p>	<ul style="list-style-type: none"> • Two years of experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, program, budget, or personnel; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
APPLICATION DEVELOPER	The Application Developer (AD) will independently analyze, code, test, and debug program logic for a complete system or for a component or a module of a complex system to create new business applications and interfaces. The Application Developer will elicit and document requirements using industry standard methodologies and/or analysis tools. AD maintains/modifies existing business applications according to program specifications.	<ul style="list-style-type: none">• Bachelor's degree in Computer Science, Information Systems, or a closely related field and two years of recent experience coding, testing, and debugging application programs -OR- Three (3) years of recent experience coding, testing, and debugging application programs; and• A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
APPLICATION DEVELOPER SUPERVISOR	The Application Developer Supervisor (ADS) will provide analysis and computing support for microbiology-related research, including next-generation sequencing (NGS) data analysis. The ADS will assist with the following: analytical method development; construction and curation of computation tools and databases; and data mining interpretation and analysis.	<ul style="list-style-type: none"> • Ph.D. in genetics, microbiology, bioinformatics, computational biology, or a related field or equivalent education/experience; • Experience with the following: sequencing analysis; processing and managing raw data generated from NGS techniques; NGS data generated on Illumina sequencing instruments, including the Nanopore and MiSeq platforms; using open source genomic analysis tools; using open source tools for the annotation and interpretation of genomic variants; utilizing public databases; developing tools and pipelines for NGS data analysis; working with large-scale NGS data in high performance cluster computing environments; using at least one of the following scripting languages: bash, Python, or Perl; conducting statistical analyses using R/Bioconductor; Unix/Linux system administration experience; and biostatistics and bioinformatics; Understanding of NGS workflow; knowledge of bioinformatics, basic statistics, microbial genetics, and molecular biology; • Ability to conduct the following: select and perform the most appropriate experimental design, analytical workflow, and analytic technique for different NGS data types; analyses that may include identifying SNPs, indels, phylogenetic analysis; read, interpret, and apply scientific literature and communicate with investigators on analysis outputs; and catalogue, regulate, and maintain integrity of data; • Must have published research articles that demonstrate knowledge and application of genomic analyses; and • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
AREA ADMINISTRATOR	The Area Administrator directs the administration of public health programs and facilities	<ul style="list-style-type: none"> • A Bachelor's Degree from an accredited college or university in a discipline related to the core business function of the department -AND- Two years of highly responsible and complex administrative or staff experience. -OR- • A Master's degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for one year of the required experience. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
ASSISTANT HEALTH ANALYST	The Assistant Health Analyst (AHA) will provide grant and contract management support for the funds allocated for response efforts. The AHA will oversee all aspects of grant implementation, help set deadlines, and monitor and summarize work progress. The AHA will work closely with Logistics, Contracts and Grants Division, Liaison Section, and Vaccine Administration Operations to ensure programmatic, technical, and grant requirements are on track and objectives are met.	<ul style="list-style-type: none"> • Three years of experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, program, procedure, budget, or personnel -OR- One year of responsible administrative or staff experience assisting in research and analysis of, and making recommendations regarding the use and deployment of resources and the implementation and refinement of operations and programs; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
CASHIER	A Cashier will perform responsible clerical work in receiving, disbursing, or accounting for cash, valuables, or negotiable instruments.	<ul style="list-style-type: none"> • One year of office clerical experience, six months of which must have been in handling cash receipts or disbursements and keeping cash records.
CHIEF EPIDEMIOLOGIST	The Chief Epidemiologist will direct the operations and administration of a major epidemiology program.	<ul style="list-style-type: none"> • Option I: A Master's degree from an accredited college or university with specialization in epidemiology or its equivalent -and- five years of experience supervising epidemiologists in the planning, design, implementation, and evaluation of health-related surveillance systems, epidemiological studies, and field investigations, and six years of experience designing, conducting, and evaluating epidemiologic studies and field investigations -OR- • Option II: A doctoral degree from an accredited college or university with specialization in epidemiology or its equivalent -and- three years of experience supervising epidemiologists in the planning, design, implementation, and evaluation of health-related surveillance systems, epidemiological studies, and field investigations, -and- two years of experience designing, conducting, and evaluating epidemiologic studies and field investigations. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
CLINICAL LABORATORY SCIENTIST	The Clinical Laboratory Scientist I (CLSI) performs a variety of standardized clinical laboratory tests within a specialized area (such as biochemistry, hematology, microbiology, or immunohematology) or across specialty lines using manual or instrumented methodology. CLS I is accountable for the validity and reliability of all test results obtained. The CLS I will instruct licensed trainees, newly hired laboratory scientists, laboratory assistants, phlebotomists, and other medical personnel in training in all aspects of their work.	<ul style="list-style-type: none"> • One year of experience as a clinical laboratory scientist in an approved laboratory; and • Clinical Laboratory Scientist's license issued by the State of California Department of Health Services.
COMMUNITY WORKER	The Community Worker (CW) will provide administrative and data entry support for Public Health's response efforts and projects. The CW may complete on-site support for testing at different sites, including homeless shelters and encampments. The CW will work closely with a multi-disciplinary team to complete the testing and outbreak investigations at sites in the field and complete follow-up work in the office, as well as provide prevention information in the community.	<ul style="list-style-type: none"> • Six months of full-time experience working with the public or with community groups performing duties such as interviewing clients or patients concerning health or social service matters, answering questions, and providing information about health, mental health, and social services to clients or patients; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
CONTRACT PROGRAM ANALYST	The Contract Program Analyst (CPA) will provide contract grant management for the portion of funds allocated to the unit assigned. The CPA will help monitor and coordinate the work assigned to ensure the hiring and training of staff is on time, within budget, and within scope. The CPA will audit and evaluate the services provided by newly hired staff for compliance with grant guidelines.	<ul style="list-style-type: none"> • Option I: Two years of experience in an administrative or staff capacity assisting in the planning, developing, monitoring, evaluating, or auditing of health or social service contracts or programs. <p>- OR -</p> <ul style="list-style-type: none"> • Option II: A bachelor's degree from an accredited four-year college and three years' experience providing direct health or social program services, one year of which must have been in program planning and evaluation, program development, research and analysis, or other administrative functions; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
CONTRACT PROGRAM MONITOR	The Contract Program Monitor (CPM) will monitor, audit, and evaluate a private agency's performance in providing the appropriate kind and level of service specified in the contract agreement.	<ul style="list-style-type: none"> • Option I: Four years' experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, facility planning, budget, or personnel, one year of which must have been in a responsible staff capacity in the administrative staff organization of a department or a central administrative staff organization. <p>-OR-</p> <ul style="list-style-type: none"> • Option II: Three years of experience at the supervisor level involving fleet management and/or maintenance; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
DATA SCIENTIST	The Data Scientist will work under general supervision to develop and apply methods to identify, collect, process, organize, and analyze structured and unstructured data using statistical prediction, inference, and optimization; effectively communicates results to County, departmental, and divisional decision makers to support data-driven program design and management.	<ul style="list-style-type: none"> • Option I: A Bachelor's degree from an accredited college in a field of applied research such as Data Science, Machine Learning, Mathematics, Statistics, Business Analytics, Psychology, or Public Health that included 12 semester or 18 quarter units of coursework in data science, predictive analytics, quantitative research methods, or statistical analysis -AND- Four (4) years of experience applying machine learning, predictive analytics, data management, and hypothesis-driven data analysis to produce actionable recommendations to support data-driven program, policy, and operational decision-making. -OR- • Option II: A Master's or Doctoral degree from an accredited college or university in a field of applied research such as Data Science, Machine Learning, Mathematics, Statistics, Business Analytics, Psychology, or Public Health may substitute for up to two (2) years of experience. • A valid California Class C Driver License or the ability to utilize alternative method of transportation when needed to carry out job-related essential functions
DATA SCIENTIST SUPERVISOR	The Data Scientist Supervisor provides administrative and technical supervision to the section responsible for conducting data science projects and other advanced research and analytics for a County department or division; works with senior IT management to build and maintain data infrastructure necessary to support data science; serves as technical resource for departmental managers on the uses of data science to strengthen programs and policy initiatives; and defines overall data analytics vision and strategy.	<ul style="list-style-type: none"> • Option I: A Bachelor's degree from an accredited college or university in a field of applied research such as Data Science, Machine Learning, Mathematics, Statistics, Business Analytics, Psychology, or Public Health that included 12 semester or 18 quarter units of coursework in data science, predictive analytics, research methods or statistical analysis -AND- Eight (8) years of experience, including four (4) years supervising a team of data science professionals and serving as subject matter expert, and coordinating and overseeing complex data science projects to support program, policy, and operational decision-making. -OR- • Option II: A Master's or Doctoral degree from an accredited college or university in a field of applied research such as Data Science, Machine Learning, Mathematics, Statistics, Business Analytics, Psychology, or Public Health may substitute for up to two (2) years of experience. • A valid California Class C Driver License or the ability to utilize alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
DENTAL HYGIENIST	The Dental Hygienist (DH) performs intra-oral examinations for indications of needed dental work, administers dental prophylaxes and fluoride treatments, and provides instruction in proper nutrition and oral hygiene. The DA will schedule their own patient load at each assigned dental clinics. The Dental Hygienist will on occasion work as an instructor and coordinator for dental hygiene students, teaching oral hygiene and plaque control measures.	<ul style="list-style-type: none"> • Option I: A California license to practice as a dental hygienist -AND- A Radiation Safety License issued by the Dental Board of California -OR- • OptionII: A certificate of compliance from an approved Board course in radiation safety. Graduation from an approved dental hygienist school, accredited by the American Dental Association, after the year 1980 complies with the Radiation Safety Requirement.
DISASTER SERVICE ANALYST	The Disaster Services Analyst (DSA) will conduct investigations, analyses, and special studies of the more difficult and complex problems, plans, and programs involved in the County's response to an emergency.	<ul style="list-style-type: none"> • Four years of experience in a responsible administrative or staff capacity dealing with the investigation and solving problems of organization, management, or coordination of governmental disaster or emergency services; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
DRIVER	The Driver will operate a county vehicle to pick up and deliver County mail and supplies for Public Health's needs. The Driver's daily work will involve the pick-up, sorting, and delivery of heavy containers of mail, packages, and other items of value for Public Health.	<ul style="list-style-type: none"> • Six months of experience involving the handling of and accounting for mail, money or valuable property, or documents; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
ENVIRONMENTAL HEALTH SPECIALIST IV	The Environmental Health Specialist IV provides technical lead to Environmental Health Specialists III and Environmental Health Specialists II working in a specialized, complex environmental health program and provides staff assistance to a Chief Environmental Health Specialist.	<ul style="list-style-type: none"> • A Bachelor's degree from an accredited college, university, or an approved educational institution or an educational institution of collegiate grade approved by the American Council on Education • Three years of experience as a trainee, learning techniques for and conducting environmental health inspections and investigations. • Certificate as a Registered Environmental Health Specialist issued by the California State Department of Public Health. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
ENVIRONMENTAL HEALTH STAFF SPECIALIST	The Environmental Health Staff Specialist will provide technical staff assistance to environmental health managers, develop County-wide environmental health policies, programs, and standards, monitors County-wide programs, and promote uniformity of program administration.	<ul style="list-style-type: none"> • A Bachelor's degree from an accredited college, university, or educational institution approved by the California State Department of Public Health or an educational institution of collegiate grade approved by the American Council on Education • Three years experience conducting environmental health inspections and investigations • Certificate as a Registered Environmental Health Specialist issued by the California State Department of Health Services. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
ENVIRONMENTAL HEALTH TECHNICIAN	The Environmental Health Technician will under close supervision, assists Environmental Health Specialists in performing routine tasks associated with the inspection and enforcement of environmental health and consumer protection laws.	<ul style="list-style-type: none"> • Completion of 12 semester units or 18 quarter units in Chemistry, Zoology, Microbiology, or Biology from an accredited college or university • A valid California Class C Driver License is required to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
ENVIRONMENTAL SPECIALIST	<p>The Environmental Specialist (ES) will enforce environmental health and consumer protection laws by making inspections, conducting investigations, and taking appropriate enforcement action. The ES will plan and implement the more complex as well as routine investigations and inspections of food serving establishments, food markets, school cafeterias, school buildings, mobile home parks, recreational facilities, public assembly areas, and dwellings in order to detect unhealthy conditions; ES also conduct investigations of potential consumer fraud relating to misrepresentation of food.</p>	<ul style="list-style-type: none"> • Certificate as a Registered Environmental Health Specialist issued by the California State Department of Health Services. • A valid California Class C Driver License is required to carry out job-related essential functions.
EPIDEMIOLOGIST	<p>The Epidemiologist will assist with administrative efforts and plan, design, implement, evaluate, and manage health-related surveillance systems, epidemiologic studies, and field investigations.</p>	<ul style="list-style-type: none"> • Option I: A master's degree from an accredited college or university with specialization in epidemiology or its equivalent and three years of experience assisting in the design, conduct, and evaluation of epidemiologic studies and field investigations; -OR- • Option II: A doctoral degree from an accredited college or university with specialization in epidemiology or its equivalent -AND- one-year work experience as an epidemiologist; and • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
EPIDEMIOLOGY ANALYST	The Epidemiology Analyst will assist with administrative efforts and participate in the planning, design, and implementation of health-related surveillance systems or epidemiologic studies, including outbreak investigation and analysis of epidemiology surveys.	<ul style="list-style-type: none"> • A master's degree from an accredited college with specialization in epidemiology, biostatistics, or its equivalent; • Proficiency in SAS; and • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
FIELD SAFETY ASSISTANT	The Field Safety Assistant will assist in planning, conducting, coordinating, evaluating, and maintaining a comprehensive occupational, environmental, and automotive safety program.	<ul style="list-style-type: none"> • Graduation from an accredited college with a specialization in safety, safety engineering, environmental health and safety, industrial hygiene, physics, biology, chemistry, or a closely related field. One year of responsible safety program experience will be accepted for each year of college training up to a maximum of two years of the required education; and • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
FIELD SAFETY INSPECTOR	The Field Safety Inspector (FSI) will assist with administrative efforts and be responsible for the development and administration of Public Health's safety and accident prevention programs. This includes developing safety programs that support the unique safety needs of Public Health programs and ensuring compliance with State and federal standards. The FSI performs a full range of duties in support of safety and accident prevention.	<ul style="list-style-type: none"> • Option I: Two years of experience assisting in planning, conducting, coordinating, evaluating and maintaining a comprehensive occupational, environmental, and automotive safety program in a large department -OR- • Option II: Graduation from an accredited college with a specialization in safety, safety engineering, environmental health and safety, industrial hygiene, physics, biology, chemistry, or a closely related field -and- one year of experience with responsible safety program experience will be accepted - OR - • Option III: A master's degree from an accredited college in safety, safety engineering, environmental health and safety, industrial hygiene, physics, biology, chemistry, or a closely related field may be substituted for the required experience; and • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
FINANCIAL SPECIALIST I	The Financial Specialist I assist in analyzing and making recommendations for the solution of departmental accounting, budgetary, and other financial problems including problems of accounting systems design and implementation.	<ul style="list-style-type: none"> • Graduation from an accredited college with 12 semester units in accounting, nine additional semester units in either accounting or finance, and six semester units in computer science including a course in systems analysis and design.
FINANCIAL SPECIALIST III	The Financial Specialist III will analyze and make recommendations for the solution of complex departmental accounting, budgetary, and other financial problems including problems of accounting systems design and implementation.	<ul style="list-style-type: none"> • Graduation from an accredited college with 12 semester units of accounting, nine additional semester units in either accounting or finance, and six semester units in computer science including a course in systems analysis and design -AND- Three years' experience in an administrative, advisory, or staff capacity resolving accounting budgetary, and other financial problems including accounting systems design and implementation.
GEOGRAPHIC INFORMATION SYSTEMS ANALYST	The Geographic Information Systems Analyst (GIS Analyst) will assist with administrative efforts and perform a variety of professional duties in support of departmental GIS databases and capabilities; generate custom and standard maps, spatial analyses, and other GIS products to meet customer requirements; utilize GIS tools and utilities to convert data to GIS formats; and perform data quality checking and correction.	<ul style="list-style-type: none"> • A bachelor's degree from an accredited college or university with a major in GIS, GIS Science, geography, or a closely related field that required equivalent coursework in GIS -AND- at least six months of experience in the uses and operations of GIS -OR- A master's degree or higher from an accredited college or university in GIS, GIS Science, geography, or a closely related field that required equivalent coursework in GIS; and • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
GEOGRAPHIC INFORMATION SYSTEMS MANAGER II	The Geographic Information Systems Manager II will manage a division or section responsible for providing geographic information systems (GIS) products and services including the development and maintenance of GIS applications, tools, and databases to meet departmental or County-wide operational and decision-support needs; serves as expert to departmental managers on the uses to GIS technologies to enhance business efficiencies.	<ul style="list-style-type: none"> • A Bachelor's degree from an accredited college or university with a major in geographic information systems, GI Science, geography or a closely related field that required equivalent coursework in geographic information systems - AND - at least seven years of experience in the uses and operations of geographic information systems, including at least three years of experience performing complex GIS application and database projects and highly complex analytical assignments to meet broad scale business, information and decision-support requirements. An advanced degree in geographic information systems, GI Science, geography, or a closely related field that required equivalent coursework in geographic information systems may be substituted for two years of the required experience. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
GEOGRAPHIC INFORMATION SYSTEM TECHNICIAN II	The Geographic Information Systems Technician will under general supervision, performs a variety of routine to moderately difficult technical duties in maintaining and supporting County and departmental geographic information systems (GIS) and GIS databases; uses standard GIS tools and generates standard GIS products; performs quality control reviews of the work performed by other GIS Technicians, serves as a technical resource to lower level technicians and may provide work guidance and direction.	<ul style="list-style-type: none"> • Option 1: An Associate's degree from an accredited college or university in geographic information systems, GI Science, geography, or a closely related field requiring at least 18 semester units of equivalent coursework in geographic information systems - AND - six months of full-time technical experience in the uses and operations of geographic information systems, including the entry, editing and retrieval of geospatial data in GIS databases. And successful completion of a recognized GIS certificate program from an accredited college or university requiring at least 18 semester units of coursework may be substituted for the required Associate's degree. -OR- • Option 2: A Bachelor's degree from an accredited college or university with a major in geographic information systems, GI Science, geography, or a closely related field requiring equivalent coursework in geographic information systems. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
GRAPHIC ARTIST	The Graphic Artist (GA) will perform journey-level commercial artwork. The GA will report to a Head Graphic Artist or higher-level supervisor and are responsible for creating and producing creative and quality graphic designs artwork for the more complex or difficult assignments, under technical supervision, or independently creating and producing a wide variety of artwork.	<ul style="list-style-type: none"> • Three years commercial art experience in the preparation and production of manual and graphic art presentations. One year's training in commercial art including coursework in graphic art procedures, layout and lettering, artwork preparation, graphic design, illustration, spot illustration, advertising design, typography, commercial design, drawing logic and color theory may be substituted for each year of the required experience to a maximum of two years.
HEAD GRAPHIC ARTIST	The Head Graphic Artist supervises and participates in the work of a small professional staff engaged in the production of creative and quality graphic design and manual artwork for a County department or assists in directing a larger staff providing such services to a variety of departments.	<ul style="list-style-type: none"> • Four years' commercial art experience in the design and production of graphic presentations, publications, exhibits, and displays.
HEAD, MEDIA SERVICES	The Head, Media Services will assist with administrative efforts. The Head Media Services will be responsible for working with a web design consultant on the creation of a web platform and other multi-media programs, primarily for public relations and information purposes. The Head, Media Services will utilize their in-depth knowledge of multi-media production and direction, supervision, the development of an effective online presence, and other media products to achieve project goals.	<ul style="list-style-type: none"> • A master's degree from an accredited college or university in instructional communications technology, television and film production, or a closely related field -AND- one year of experience writing, producing, and directing training or informational programs using electronic media such as videotape units -OR- A bachelor's degree from an accredited college or university in communications or a related field and three years of experience writing, producing, and directing training or informational programs using electronic media such as videotape units -OR- One year of experience performing specialized video production duties involving either: 1) writing, producing, and directing and editing video programs, using sophisticated electronic video production equipment; or 2) creating animated and other computerized graphics, utilizing sophisticated software programs; and • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
HEALTH ANALYST	The Health Analyst (HA) will assist with administrative efforts and be responsible for the development, implementation, and oversight of various response components, including agreements and contracts with multiple entities, management of public health programs and/or projects, and grant administration. The HA will work closely with Logistics, Contracts and Grants Division, Finance, Vaccine Administration Branch (VAB) Operations, Provider Outreach, or other Public Health program to ensure programmatic, technical, organizational and grant requirements are on track and objectives are met.	<ul style="list-style-type: none"> • Four years of experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, program, procedure, budget, or personnel -OR- one year of highly responsible administrative or staff experience assisting in research and analysis of, and making recommendations regarding the use and deployment of resources and the implementation and refinement of operations and programs; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
HEALTH EDUCATOR	The Health Educator will assist with administrative efforts by planning, implementing, directing, coordinating, and evaluating Public Health education programs within an assigned service planning area.	<ul style="list-style-type: none"> • California Law requires a master's degree from a program of study accredited by the Council on Education for Public Health with specialization in public health education, community health education, or equivalent; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
HEALTH EDUCATOR ASSISTANT	The Health Education Assistant (HEA) will assist with administrative efforts and conduct various health-oriented education activities designed to educate individuals on the necessary steps for the preservation of their own health and safety. Such activities include conducting related surveys and investigations to determine health education problems or needs, writing and disseminating flyers, and conducting health education for clients and the public. The HEA may also operate in a fast-paced Call Center and utilize excellent customer service skills to professionally respond to calls from healthcare providers and the public inquiring about vaccinations and other services.	<ul style="list-style-type: none"> • Two years of paid or unpaid experience in the coordination, planning, or implementation of a health-related program -OR- Graduation from an accredited college with a major in a health-related field • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
INDUSTRIAL HYGIENIST	The Industrial Hygienist makes field investigations Makes field investigations of occupational health conditions in industries and governmental jurisdictions in Los Angeles County, conducts technical field and laboratory tests, and makes recommendations for the prevention, elimination, and control of work-induced illness.	<ul style="list-style-type: none"> • Option I: A Bachelor's degree from an accredited college or university with major in a physical or biological science, And four (4) years' experience in the full-time practice of industrial hygiene, at least one (1) year of which in a public health program. -OR- • Option II: A Bachelor's degree from an accredited college or university with major in a physical or biological science, And Registration as an Environmental Health Specialist in the State of California with four (4) years' experience in a local health department, three (3) years of which shall have been in the full-time **practice of industrial hygiene. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions. • Certificate as a Registered Environmental Health Specialist issued by the California State Department of Public Health.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
INFECTION PREVENTIONIST	The Infection Preventionist is responsible for the implementation and review of infection prevention program, serves as a resource person regarding infection prevention issues for healthcare and residential facilities, collaborates with other healthcare professionals and implements infection prevention education programs.	<ul style="list-style-type: none"> • A Master's degree from an accredited college or university with a specialization in epidemiology or its equivalent -OR- A Doctoral degree from an accredited college or university with a specialization in epidemiology or its equivalent -OR- A Bachelor's degree in nursing or closely related health field from an accredited program; • Two years of experience within the last five years as an infection preventionist in a healthcare setting. • Valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation for travel to a variety of sites throughout Los Angeles County.
INFORMATION TECHNOLOGY BUSINESS ANALYST I	The information Technology Business Analyst I under general supervision, analyzes business needs and facilitates the elicitation of user requirements; documents and prioritizes business requirements; verifies the project deliverables; and identifies business reengineering opportunities and workflow from the business perspective for complex information technology systems and business processes. May lead and coordinate lower-level IT analyst staff performing project business analyses and related duties.	<ul style="list-style-type: none"> • Option I: A Bachelor's degree from an accredited college or university in Computer Science, Management Information Systems, Business Administration, or a related field - AND- Three (3) years of full-time, paid experience, gained within the previous ten (10) years, performing business or systems analysis in a centralized IT organization. -OR- • Option II: Six (6) years of full-time, paid experience, gained within the previous ten (10) years, performing business or systems analysis in a centralized IT organization. A Bachelor's degree from an accredited college or university in any field may substitute for up to two (2) years of the required experience. • A valid California Class C Driver License or the ability to utilize alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
INFORMATION TECHNOLOGY MANAGER III	The Information Technology Manager III under direction, plans, organizes, and directs the activities of a large information systems division providing effective information technology programs and services to support achievement of departmental and County mission and objectives; may function as a departmental lead in a large to very large sized County department.	<ul style="list-style-type: none"> • Graduation from an accredited college with a bachelor's degree in Computer Science, Information Systems, or a closely related field, and three (3) years of progressively responsible experience in managing the design, development, implementation, operation, and maintenance of a large complex information systems program in a large, multi-service public or private sector organization -OR- Five (5) years of progressively responsible, full-time, paid experience in managing the design, development, implementation, operation, and maintenance of a large complex information systems program in a large, multi-service public or private sector organization. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
JUNIOR ADMINISTRATIVE ANALYST	The Junior Administrative Analyst (JAS) will assist with administrative efforts by independently performing a full range of difficult and complex analytical assignments, including making recommendations on complex issues, which directly impact departmental programs and administrative operations and may be of a confidential or sensitive nature. The JAS will provide grant and contract management support for the funds allocated for Public Health related efforts. The JAS will oversee all aspects of grant scope, help set deadlines, and monitor and summarize work progress. The JAS will work to ensure programmatic, technical, and grant requirements are on track and objectives are met.	<ul style="list-style-type: none"> • Option I: A bachelor's degree from an accredited college or university -AND- *three years of experience performing analytical assignments, two years of which must have been primarily researching, analyzing, and synthesizing data, as well as making recommendations for resolving administrative or operational problems within one or more of the following administrative fields: human resources, budget, finance, contracts or other closely related administrative field. *A master's degree or higher in business administration, public administration, law, or closely related field may be substituted for one year of the required experience. -OR- • Option II: Five years of experience performing analytical assignments, two years of which must have been primarily researching, analyzing, and synthesizing data, as well as making recommendations for resolving administrative or operational problems within one or more of the following administrative fields: human resources, budget, finance, contracts or other closely related administrative field; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
JUNIOR ADMINISTRATIVE ASSISTANT	The Junior Administrative Assistant will provide administrative support by analyzing and making recommendations to maximize efficiency within the organization in areas related to budget, systems and procedures, program, facilities planning, general management, and personnel.	<ul style="list-style-type: none"> Two years of experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, program, budget, or personnel; and A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
JUNIOR APPLICATION DEVELOPER	The Junior Application Developer (JAD) will use established procedures to analyze, design, evaluate, develop, code, test and maintain application systems and program logic for a complete small system or a component or module of a larger system. The JAP will debug simple to moderately complex programs in one or more languages, working from program specifications and applying basic structured program design concepts.	<ul style="list-style-type: none"> Bachelor's degree in Computer Science, Information Systems, or a closely related field -OR- Two (2) years of recent, paid, full-time experience coding, testing, and debugging one or more application systems A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
JUNIOR ENVIRONMENTAL SPECIALIST	The Junior Environmental Specialist, as a trainee, learns techniques for conducting environmental health inspections and investigations.	<ul style="list-style-type: none"> Bachelor's degree from an accredited college, university, or educational institution approved by the California State Department of Public Health or an educational institution of collegiate grade approved by the American Council on Education -AND- A letter from the California State Department of Public Health verifying eligibility to work as an Environmental Health Specialist Trainee. A valid California Class C Driver License is required to carry out job-related essential functions.
JUNIOR OFFICE CLERK	The Junior Office Clerk (JOC) will perform specialized clerical duties.	<ul style="list-style-type: none"> One year of office clerical experience -OR- A certificate or Associate of Arts degree in clerical procedures or office administration from an accredited college or university. A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
JUNIOR PROGRAM ANALYST	<p>The Junior Program Analyst (JPA) will assist with administrative efforts by participating in planning, implementing, administering, and evaluating various public health programs. The JPA will help prepare and facilitate meetings between Public Health and external entities and create a tracking system to capture compliance with grant requirements and evaluate public health program activities. The JPA will prepare reports and develop talking points and presentations for leadership to communicate program progress, modifications, or improvements based on program evaluations.</p>	<ul style="list-style-type: none"> • A bachelor's degree from an accredited college or university in either public health administration, epidemiology, public health statistics, public health microbiology or communicable disease control -AND- two years of experience performing assignments in mental health or public health program analysis. A master's degree from an accredited college or university in either public health administration, epidemiology, public health statistics, public health microbiology or communicable disease control may substitute for one year of the required experience. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
JUNIOR RESEARCH ANALYST	<p>The Junior Research Analyst will assist in conducting research projects involving designs, field studies and surveys related to the detection.</p>	<ul style="list-style-type: none"> • A master's degree in a field of the behavioral or social sciences -OR- a bachelor's degree in a field of the behavioral or social sciences and any combination of relevant education and/or experience totaling two years. • Valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation for travel to a variety of sites throughout Los Angeles County.
JUNIOR SYSTEMS ANALYST	<p>The Junior Systems Analyst (JSA) will assist higher level analyst in analysis, conduct of studies, design, and implementation of data systems which can be processed by computers, under close supervision. The JSA will also assist in the work on systems which require the translation of existing work methods and actions directly into computer media and involve the selection and adaptation of system features that have been tested and used in directly comparable situations.</p>	<ul style="list-style-type: none"> • Bachelor of Science degree in data processing, computer science, information technology or a closely related field. • A valid California Class C Driver License is required for appointment to some positions in this class.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
JUNIOR TECHNOLOGY SPECIALIST	The Junior Technology Specialist (JTS) will act as a consultant, technical expert, specialist in a particular area of application development, systems architect, database administration, operating systems, or a project manager in a departmental Information Technology organization. The JTS will also coordinate projects and activities among agency staff, outside vendors/contractors, and County managers.	<ul style="list-style-type: none"> • Seven years of experience, within the last three years, performing progressively responsible information technology functions, two (2) years of which must include planning, designing, implementing, and administering server-based, scalable databases. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
JUNIOR TECHNOLOGY TECHNICAL SUPPORT	The Junior Technology Technical Support (JTTS) will use established procedures, provide a full range of technical support services in information technology including installation, configuration, testing, troubleshooting and repair of hardware, software, networking, and applications in a centralized IT organization. The JTTS will support duties, including hardware and software installation and repair, following established procedures. The JTTS will also be responsible for installing, servicing, and moving computers, printers, servers, networking devices, storage devices and related equipment.	<ul style="list-style-type: none"> • One (1) year of experience installing, configuring, testing, troubleshooting, and repairing client computing devices or software, in a centralized Information Technology organization • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
JUNIOR WAREHOUSE WORKER	The Junior Warehouse Worker will assist with administrative support efforts by conducting the following functions: (1) operating a store or warehouse, or section of a large storage facility; (2) maintaining property records for a department; (3) receiving and packing a variety of items, and arranging the details of shipments via common carrier or the postal service; or (4) assisting a higher level warehouse worker by acting as a full-time lead person over a crew of helpers; and performing a combination of responsible supply-clerical duties.	<ul style="list-style-type: none"> • Six months of experience in receiving, storing, issuing, shipping, or inventorying supplies, equipment, or property; or in the maintenance of records related to these activities; or in specialized office clerical work in connection with procurement activities; and • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
LABORATORY ASSISTANT	The Laboratory Assistant (LA) will assist laboratory personnel in the performance of standard laboratory tests on human and other specimens or assigns, trains, and reviews the work of a group of lower-level laboratory positions.	<ul style="list-style-type: none"> • Six months' experience in laboratory work in a public health, medical or biological laboratory -OR- completion of a course in laboratory science such as general chemistry or bacteriology.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
MANAGEMENT ANALYST	The Management Analyst will perform a variety of analytical, technical, and/or confidential and sensitive assignments in core functional areas of human resources, contract development and administration, or health programs operations and administration.	<ul style="list-style-type: none"> • Option I: A Bachelor's degree from an accredited college or university -AND- Two years of experience performing basic to routine analytical assignments that involved researching, analyzing, and synthesizing data, as well as recommending solutions to problems related to administrative or program support functional areas. -OR- • Option II: A Master's degree or higher from an accredited college or university in a discipline related to core administrative areas such as contract development and administration or human resources; health programs analysis; or in a discipline related to the core business function or mission of the department. -OR- • Option III: Four years of experience performing basic to routine analytical assignments which involved researching, analyzing, and synthesizing data, as well as recommending solutions to problems related to administrative or program support functional areas. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
MANAGEMENT SECRETARY III	The Management Secretary III will act as a secretary to a deputy director in a large and complex County department.	<ul style="list-style-type: none"> • One year of complex and highly responsible secretarial experience assisting a deputy director in a very large and complex County department.
MEDICAL TECHNOLOGIST, LAB INFORMATION SYSTEMS	The Medical Technologist, Lab Information Systems will be responsible for managing an information system serving a full-scale public health laboratory, including planning, organizing, directing, and controlling the work of the Laboratory Information System.	<ul style="list-style-type: none"> • Two years of experience performing a variety of standardized clinical laboratory tests within a specialized area or across specialty lines using manual or instrumented methodology, in a Clinical Laboratory Improvement Amendments (CLIA) - certified laboratory • Licensed or certified by the California Department of Public Health as a Clinical Laboratory Scientist, Limited Clinical Laboratory Scientist, Clinical Microbiologist Scientist, or Public Health Microbiologist; • Working knowledge and experience using Sunquest laboratory information system; and • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
NETWORK ADMINISTRATOR	<p>The Network Administrator (NA) will be responsible for the daily operation and administration of network and server operating system environments. Under general supervision, The NA will perform network monitoring and/or network administration duties within established standards and guidelines using independent judgment. The NA will report to a senior supervisory network related position. The NA will be responsible for installing, servicing, and moving servers and networking devices.</p>	<ul style="list-style-type: none"> • Bachelor's degree in Computer Science, Information Systems, or a closely related field and two (2) years of recent, full-time, paid experience in LAN design, configuration, or administration. -OR- Three years of recent, full-time, paid experience in LAN design, configuration, or administration. • A valid California Class C Driver License or the ability to use an alternative method of transportation when needed to carry out job-related essential functions.
OFFICE ACCOUNTANT	<p>The Office Accountant (OA) will assist with administrative efforts and work with Public Health's Budget Unit to perform the following:</p> <ul style="list-style-type: none"> • set up encumbrances; track and monitor expenditures using electronic spreadsheets; process bills/invoices; and communicate with program offices and vendors to resolve expenditure related issues. The OA will also handle monthly management reports and perform monthly account reconciliation between the Electronic Countywide Accounting and Purchasing Systems (eCAPS) and the subsidiary ledgers. 	<ul style="list-style-type: none"> • Graduation from an accredited college or university with an associate degree or higher, including 21 semester or 32 quarter units of accounting; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
OFFICE ACCOUNTING OFFICER	The Office Accounting Officer will assist with administrative efforts and be responsible for the following: supervise accounting staff; review and analyze grant expenditures summaries; and prepare grant expenditures reports, including the Grant Full Year Estimate Report.	<ul style="list-style-type: none"> • Completion of 21 semester units or 32 quarter units of accounting courses in an accredited college, including a course in cost accounting, governmental accounting, or auditing -AND- two years of professional accounting or auditing experience performing a full range of professional accounting and auditing work in the preparation, analysis, review, maintenance, reconciliation and control of financial records and fiscal revenue and expenditures forecasting or assisting in conducting management, performance, financial, and compliance audits and other studies of a large department and contract providers; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
OFFICE ACCOUNTING TECHNICIAN	The Office Accounting Technician will assist with administrative efforts and be responsible for performing a wide range of accounting work, including the following: preparing grant summaries; processing and reconciling contract payments; and maintaining fiscal records.	<ul style="list-style-type: none"> • Completion of 12 semester or 18 quarter units of accounting including a course in advanced accounting, cost accounting, governmental accounting, auditing, or accounting information systems in an accredited college or university. Lower Division accounting classes may be taken at a two-year community college if the units are transferable to a four-year college or university -AND- one year of technical accounting experience under general supervision, performing paraprofessional accounting work in preparing, processing, reconciling, and maintaining fiscal records requiring a substantive knowledge of general accounting procedures -OR- two years of accounting clerical experience; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
OFFICE ADMINISTRATIVE AID	The Office Administrative Aid (OAA) will provide administrative support for Public Health programs by assisting with management, logistics, data entry, basic analyses, activity tracking and monitoring, and other activities, as needed. The OAA will perform routine technical administrative duties on a wide variety of consultative and analytical assignments, such as budget, personnel, organization, program, procedures, systems, and facilities planning.	<ul style="list-style-type: none"> • A bachelor's degree from an accredited college or university; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
OFFICE ASSISTANT	The Office Assistant will conduct administrative support functions and perform assignments which are heavily oriented toward coordination, clerical supervision, procurement, procedures, report preparation, records maintenance, and intradepartmental service.	<ul style="list-style-type: none"> • One year of experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, procedure, program, budget, or personnel -OR- One year of experience in a highly responsible secretarial capacity -OR- One year of experience in a responsible supervisory clerical capacity; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
OFFICE CLERK SUPERVISOR, TYPING	The Office Clerk Supervisor, Typing (OCST) will supervise and/or train a large number of employees performing general and specialized office clerical work or a smaller number performing more diversified and difficult duties. The OCST will also provide training methods, techniques, record-keeping systems, and business correspondence.	<ul style="list-style-type: none"> • Three years of office clerical experience, one year of which must have been in a specialized or supervisory capacity. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
OFFICE CLERK, TYPING	The Office Clerk, Typing (OCT) will do skilled typing and perform specialized clerical work.	<ul style="list-style-type: none"> • One year's office clerical experience involving typewriting outside the County service -OR- A certificate or Associate of Arts degree in clerical procedures or office administration from an accredited college. • Typewriting skill: Ability to type at the rate of 40 net words per minute.
OFFICE PROCUREMENT ASSISTANT	The Office Procurement Assistant will assist with administrative efforts and perform a full range of functions, including the procurement of a variety of complex and technical supply and equipment items. This involves researching vendor catalogs, making arrangements for comparative testing, evaluating competitive products, and participating in the development of tentative specifications for a variety of non-standard items in order to ensure clarity and comprehensiveness and to reflect the special needs of the operating units or experience performing a full-range of duties in the operation of a warehouse, including: operating a store or warehouse, or section of a large storage facility; maintaining property records for a department; receiving and packing a variety of items, and arranging the details of shipments via common carrier or the postal service; and/or assisting a higher level warehouse worker by acting as a full-time lead person over a crew of helpers; and	<ul style="list-style-type: none"> • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
OPERATING SYSTEMS ANALYST	The Operating Systems Analyst (OSA) will support complex operating systems and associated software and hardware on midrange servers or mainframes hosting critical applications in a high-availability environment under supervision. The OSA will maintain complex systems, including configuring and implementing releases, upgrades, or changes to operating systems, servers, and related software.	<ul style="list-style-type: none"> • Option I: Bachelor's degree in Computer Science, Information Systems, or a closely related field and two (2) years of recent, full-time, paid experience at the level of Application Developer II, one year of which must include configuring and maintaining complex systems, including configuring and implementing releases, upgrades, or changes to operating systems, servers, and related software -OR- • Option II: Two (2) years of recent, full-time, paid experience configuring and maintaining complex systems, including configuring, coordinating, and implementing releases, upgrades, or changes to operating systems, servers, and related software, one year of which must be in a midrange or mainframe environment with formal change management, problem resolution procedures, and back-up and recovery plans. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
PREDICTIVE DATA ANALYST	The Predictive Data Analyst under immediate supervision, assists in maintaining and analyzing County, departmental, or divisional data assets; utilizes classical and machine learning techniques, including predictive and prescriptive analytics, to support data-driven program design and management; and produces dashboards, reports, and other advanced data visualization products to help program managers monitor outputs and outcomes.	<ul style="list-style-type: none"> • Option I: A Bachelor's degree from an accredited college or university in a field of applied research such as Data Science, Machine Learning, Mathematics, Statistics, Business Analytics, Psychology, or Public Health that included 12 semester or 18 quarter units of coursework in data science, predictive analytics, quantitative research methods, or statistical analysis -AND- Two (2) years of experience in the application of techniques of machine learning, predictive analytics, data management, and hypothesis-driven data analysis to complex experimental designs leading to actionable findings and recommendations -OR- A Master's or Doctoral degree from an accredited college or university in a field of applied research such as Data Science, Machine Learning, Mathematics, Statistics, Business Analytics, Psychology, or Public Health. - OR - • Option II: Four (4) years of experience with responsibility for planning, designing, conducting, and evaluating research projects involving the application of techniques of machine learning, predictive analytics, data management, and/or hypothesis-driven data analysis to complex experimental designs leading to actionable findings and recommendations. • A valid California Class C Driver License or the ability to utilize alternative method of transportation when needed to carry out job-related essential functions

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
PRINCIPAL GEOGRAPHIC INFORMATION SYSTEM ANALYST	The Principal Geographic Information System Analyst will perform highly complex professional duties in support of County and departmental GIS databases and geographic information systems capabilities; participates and may serve as project lead in design, testing, implementation and maintenance of large-scale GIS applications, tools, and associated databases; participates in the evaluation of GIS technologies and solutions and the development of GIS policies, standards, and procedures.	<ul style="list-style-type: none"> • A Bachelor's degree from an accredited college or university with a major in geographic information systems, GI Science, geography, or a closely related field that required equivalent coursework in geographic information systems - AND - at least five years of experience in the uses and operations of geographic information systems, including at least two years of experience performing GIS data analysis, database management and/or GIS web application development projects and assignments. An advanced degree in geographic information systems, GI Science, geography, or a closely related field that required equivalent coursework in geographic information systems may be substituted for two years of the required experience. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
PRINCIPAL INFORMATION SYSTEMS ANALYST	The Principal Information Systems Analyst will direct the development, implementation, and management of custom and commercial off-the-shelf projects and applications for the programs within the Department of Public Health.	<ul style="list-style-type: none"> • Bachelor's Degree in Computer Science, Information Systems, or a closely related field; and • Minimum of four (4) years in the last ten (10) years of full-time work experience performing project management, business analysis, system analysis and design for large and complex IT systems.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
PRINCIPAL NETWORK SYSTEMS ANALYST	<p>The Principal Network Systems Analyst (PNSA) will provide technical leadership for the comprehensive support of complex network and server operating system environments. Incumbents perform a wide-range of network-related duties, including the design, implementation, and maintenance of complex networks. The PNSA will function as a lead for complex network systems administration projects and may supervise lower-level Network Systems Administrators and other technical staff.</p>	<ul style="list-style-type: none"> • Bachelor's degree in Computer Science, Information Systems, or a closely related field, and four (4) years of progressively responsible, full-time, paid experience in a centralized Information Technology organization planning, designing, installing and maintaining complex network infrastructure with a high-availability environment -OR- Five (5) years of progressively responsible, full-time paid experience planning, designing, installing and maintaining complex network infrastructure in a centralized IT organization with a high-availability environment. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
PRINCIPAL OPERATING SYSTEMS ANALYST	The Principal Operating Systems Analyst will provide technical leadership or supervision of work involving complex operating systems and associated software, hardware, and servers, including midrange or mainframes hosting critical applications in a high-availability environment. These environments require formal change management and problem resolution procedures and comprehensive back-up and recovery solutions.	<ul style="list-style-type: none"> • Option I: Bachelor's degree in Computer Science, Information Systems, or a closely related field, and four (4) years of progressively responsible, full-time, paid experience in a centralized Information Technology organization, configuring, analyzing, and maintaining complex systems, including configuring, planning, coordinating, and implementing releases, upgrades, or changes to operating systems, servers, and related software, two (2) years of which must be in a complex server environment with formal change management, problem resolution procedures, and back-up and recovery plans. -OR- • Option II: Five (5) years of recent full-time paid experience configuring, analyzing, and maintaining complex systems, including configuring, planning, coordinating, and implementing releases, upgrades, or changes to operating systems, servers, and related software, two (2) years of which must be in a complex server environment with formal change management, problem resolution procedures, and back-up and recovery plans; • Software support experience. • Strong Technical skills including knowledge of software development processes; • Ability to understand application functions and technical documentation required; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
PRINCIPAL RADIATION PROTECTION SPECIALIST	The Principal Radiation Protection Specialist will supervise and provides technical guidance to a group of radiation protection specialists conducting inspections, investigations, and tests to detect and control radiation hazards; or conducts the most complex, specialized, and sensitive investigations, inspections, tests, and emergency response and preparedness to detect and control hazards arising from radioactive materials.	<ul style="list-style-type: none"> • A Bachelor's degree from an accredited college with a major in health physics, radiologic health or science, physics, radiologic technology, physical science, or a closely related field - and- Four years of professional experience in health physics or a related field. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
PROGRAM ANALYST	The Program Analyst will plan, implement, administer, and evaluate various programs and services.	<ul style="list-style-type: none"> • A bachelor's degree from an accredited college or university in either public health administration, epidemiology, public health statistics, public health microbiology or communicable disease control -and- four years of experience in the analysis of mental health or public health programs. A master's degree from an accredited college or university in either public health administration, epidemiology, public health statistics, public health microbiology or communicable disease control may be substituted for one year of the required experience; and • Valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
PUBLIC HEALTH INVESTIGATOR	The Public Health Investigator (PHI) will enforce laws, ordinances, and regulations for the control among the residents of a Service Planning Area (SPA). The PHI will focus efforts on those activities that help Public Health manage cases/outbreaks in settings that include, but are not limited to, workplaces and places of worship.	<ul style="list-style-type: none"> • One year of experience conducting investigations related to the control of communicable and/or non-communicable diseases; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
PUBLIC HEALTH MICROBIOLOGIST I	The Public Health Microbiologist performs a variety of standardized public health laboratory tests within a specialized area such as bacteriology, virology, serology, or parasitology or across specialty lines.	<ul style="list-style-type: none"> Public Health Microbiologist's certificate issued by the California State Department of Health. A valid California Class C Driver License or the ability to utilize an alternative method of transportation to perform job-related essential functions may be required.
PUBLIC INFORMATION OFFICER	The Public Information Officer (PIO) will assist with administrative efforts and be responsible for developing, organizing, and coordinating a comprehensive public information program for Public Health. The PIO will use his/her strong public relations experience and skills to help gain public support and acceptance for the vaccine in response to the pandemic.	<ul style="list-style-type: none"> Bachelor's degree from an accredited college or university -AND- five years of public relations experience, including the writing and placing of news and feature articles for the various communication media. *One additional year of the required experience will be accepted for each year of college required A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
PUBLIC INFORMATION SPECIALIST	The Public Information Specialist will initiate, plan, develop, maintain, evaluate, implement, and coordinate department-wide public information programs, services, and activities, disseminating information to the public through various media channels.	<ul style="list-style-type: none"> Bachelor's degree from an accredited college or university with a major in Communications, Journalism, Public Administration, Public Relations, English or a closely related field -AND- Five years of experience in a staff capacity in public relations administering public information program or professional experience as a journalist within a media organization. One additional year of the required experience will be accepted for each year of college. A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
RADIATION PROTECTION SPECIALIST	The Radiation Protection Specialist conducts inspections, investigations, and tests to detect and control radiation hazards arising from the use of X-ray equipment, and ensures compliance with State, Federal, and County laws and regulations	<ul style="list-style-type: none"> • Option I: Possession of a valid certificate in diagnostic or therapeutic radiologic technology or nuclear medicine technology issued by the California State Department of Health Services or the American Registry of Radiologic Technologists - or- Possession of a health physics technology certificate from an accredited two-year program -AND- Five years of experience in a medical radiology department, hospital, or public health agency operating or surveying the use of radiological equipment, providing advice on safe practices in radiation to ensure compliance with rules and regulations governing radiation use. -OR- • Option II: A Bachelor's degree from an accredited college or university with a major in radiologic health, radiologic science, radiologic technology, health physics, physics, engineering, mathematics, physical science, or a closely related field -AND- Two years of professional experience in health physics or a closely related field. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job related essential functions.
RESEARCH ANALYST	The Research Analyst will assist in planning and conducting research projects involving designs, field studies and surveys.	<ul style="list-style-type: none"> • Option I: A master's degree in a field of the behavioral or social sciences and one year's post master's research experience - OR - • Option II: A bachelor's degree in a field of the behavioral or social sciences and any combination of relevant education and/or experience totaling three years; and • A valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation for travel to a variety of sites throughout Los Angeles County.
RESEARCH ANALYST SUPERVISOR	The Research Analyst Supervisor will assist with administrative efforts and be responsible for planning, developing, and implementing research projects designed to evaluate and improve the effectiveness of services and contribute to program policy decisions.	<ul style="list-style-type: none"> • A Ph.D. or other doctoral degree from an accredited college or university with specialization in the field of the behavioral or social sciences - AND - two years of post-doctorate research experience including responsibility for the design, evaluation, and implementation of research projects in a behavioral or social science field - OR - a bachelor's degree in a field of the behavioral or social sciences and any combination of relevant education with experiences totaling six years; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
RESEARCH ANALYST SUPERVISOR, BEHAVIOR SCIENCE	The Research Analyst Supervisor, Behavioral Sciences has principal responsibility for planning, developing and implementing research projects designed to evaluate and improve the effectiveness of department services, and to contribute to program policy decisions.	<ul style="list-style-type: none"> • A Ph.D. or other doctoral degree from an accredited college or university with specialization in a field of the behavioral or social sciences - AND - Two years' post doctorate research experience including responsibility for the design, evaluation and implementation of research projects in a behavioral or social science field - OR - a Bachelor's degree in a field of the behavioral or social sciences and any combination of relevant education with experiences totaling six (6) years.
SECRETARY II	The Secretary II will function as secretary to either (1) the head of a major section in a medium-sized County department or (2) the head of a major unit in a very large and complex County department.	<ul style="list-style-type: none"> • Option I: Two years of highly specialized office clerical experience involving typewriting in the County service or in districts under the jurisdiction of the County -OR- • Option II: One year's office clerical experience involving typewriting outside the County service -OR- • Option III: A certificate or Associate of Arts degree in clerical procedures or office administration from an accredited college. Typewriting skill: Ability to type at the rate of 40 net words per minute. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SECRETARY III	The Secretary III will function as secretary to either (1) the head of a major section in a large and complex County department, (2) the head of a minor section in Health Services, (3) the head of a major unit in, a department headed by an appointive official who provides immediate advisory services to the Board of Supervisors, or (c) the Department of the Public Defender.	<ul style="list-style-type: none"> • Three years of responsible secretarial highly specialized office clerical experience involving typewriting in the County service or in districts under the jurisdiction of the County • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR ADMINISTRATIVE ANALYST	The Senior Administrative Analyst (SAA) will assist with Public Health efforts by overseeing a division composed of multiple units responsible for providing administrative services, which directly impact the management of major departmental programs and administrative operations. The SAA will work to ensure programmatic, technical, and grant requirements are on track and objectives are met.	<ul style="list-style-type: none"> • Option I: Two years of supervisory experience over a unit of analysts performing assignments within one or more of the following administrative fields: human resources, budget, finance, contracts or other closely-related administrative fields - AND - two additional years of experience involving the independent performance of work assignments which require the use of sound professional judgment, initiative and creativity in identifying and selecting research and analytical methods and techniques to address and resolve complex, controversial, and/or sensitive problems related to administrative functions such as human resources, budget, finance, contracts and other closely-related sensitive and confidential administrative functional areas. -OR- • Option II: Two years of supervisory experience - AND - four years of experience involving the independent performance of work assignments which require the use of sound professional judgment, initiative and creativity in identifying and selecting research and analytical methods and techniques to address and resolve complex, controversial, and/or sensitive problems related to administrative functions such as human resources, budget, finance, contracts and other closely-related, sensitive and confidential administrative functional areas; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR ADMINISTRATIVE ASSISTANT	The Senior Administrative Assistant will provide administrative support by independently defining, analyzing, and making recommendations to maximize efficiency within the organization in areas related to budget, systems and procedures, program, facilities planning, management, and personnel.	<ul style="list-style-type: none"> • Three years' experience in a staff capacity analyzing and making recommendations to maximize efficiency in the following areas: organization, systems and procedures, programs, facility planning, budget, and personnel, one year of which must have been in a responsible staff capacity in the administrative staff organization of a department or a central administrative staff organization; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR APPLICATION DEVELOPER	The Senior Application Developer (SAD) will perform highly specialized and complex information systems analysis and programming tasks and acts as technical expert for development or maintenance of one or more major systems. This position may also function as a lead for application development projects and may supervise lower-level application development personnel.	<ul style="list-style-type: none"> • Bachelors degree from an accredited college or university with a bachelor's degree in Computer Science, Information Systems, or a closely related field and three (3) years of recent, full-time, paid experience coding, testing, and debugging applications programs -OR- Four (4) years of recent, full-time, paid experience in an information technology organization, coding, testing, and debugging application programs. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions
SENIOR COMMUNITY WORKER	The Senior Community Worker will supervise, mentor, and provide programmatic support to a team of Community Workers.	<ul style="list-style-type: none"> • Option I: Bachelor's Degree from an accredited college or university -AND- two years of experience developing, implementing, and evaluating a health-focused program with one year at a supervisory level -OR- • Option II: Three years of experience supervising community workers and groups or similar experience at a public or private community-based organization, clinic, hospital, or health system • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR DATA SCIENTIST	The Senior Data Scientist under general supervision, leads the development and application of methods to identify, collect, process, organize, and analyze structured and unstructured data using advanced statistical prediction, inference, and optimization; effectively communicates results to County, departmental, and divisional decision makers and provides ongoing support to strengthen data-driven program design and management.	<ul style="list-style-type: none"> • Option I: A Bachelor's degree from an accredited college or university in a field of applied research such as Data Science, Machine Learning, Mathematics, Statistics, Business Analytics, Psychology, or Public Health that included 12 semester or 18 quarter units of coursework in data science, predictive analytics, quantitative research methods, or statistical analysis -AND- Six (6) years of experience, including two (2) years in a lead capacity, applying and overseeing the application of machine learning, predictive analytics, data management, and hypothesis-driven data analysis to make actionable recommendations to support program, policy, and operational decision-making. -OR- • Option II: A Master's or Doctoral degree from an accredited college or university in a field of applied research such as Data Science, Machine Learning, Mathematics, Statistics, Business Analytics, Psychology, or Public Health may substitute for up to two (2) years of experience. • A valid California Class C Driver License or the ability to utilize alternative method of transportation when needed to carry out job-related essential functions
SENIOR ENVIRONMENTAL SPECIALIST	The Senior Environmental Specialist (SES) will direct the environmental health program activities in a health district; or has immediate responsibility for a specialized County-wide environmental health program. The SES will direct a staff who are performing a variety of environmental health activities directed toward the identification, solution, and prevention of environmental health problems. The SES will take appropriate enforcement action in accordance with State and local regulations governing retail food vending, multiple housing, sewage, etc.	<ul style="list-style-type: none"> • Bachelor's degree from an accredited college, university, or educational institution or an educational institution of collegiate grade approved by the American Council on Education -AND- A letter from the California State Department of Public Health verifying eligibility to work as an Environmental Health Specialist Trainee. -AND- Four years of experience conducting environmental health inspections and investigations. • Certificate as a Registered Environmental Health Specialist issued by the California State Department of Health Services. Chief Environmental Health Specialists engaged in dairy and milk products inspection also must be Registered Dairy Inspectors by the California State Department of Food and Agriculture. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR GEOGRAPHIC INFORMATION SYSTEMS ANALYST	The Senior Geographic Information Systems Analyst performs complex professional duties in support of County and departmental GIS databases and geographic information systems capabilities; imports, integrates, extracts, and analyzes data for a variety of decision support purposes; develops trend analysis and forecasting models; designs, develops and maintains data layers and data sets	<ul style="list-style-type: none"> • A Master's degree from an accredited college or university in geographic information systems, GI Science, geography, or a closely related field that required equivalent coursework in geographic information systems - AND - one year of experience in the uses and operations of geographic information systems. Successful completion of a GIS internship may be substituted for a portion of the required experience. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR HEALTH EDUCATOR	The Senior Health Educator (SHE) will assist with administrative efforts and coordinate with a Public Health team to help prepare and facilitate related training. The SHE will develop talking points, presentations, and prepare materials; conduct trainings; and prepare reports.	<ul style="list-style-type: none"> • A master's degree with specialization in public health education or community health education in a program of study accredited by the American Public Health Association or equivalent, as required under California Law -AND- two years of public health education experience; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR INFORMATION SYSTEMS ANALYST	<p>The Senior Information Systems Analyst (SISA) will perform specialized information systems analysis and will provide expertise in one or more areas of systems analysis. The SISA may act as a team leader, coordinator, lead a project team, or provide expertise in information systems analysis, including definition of user requirements, feasibility studies, design, program specifications, testing, and implementation. The SISA will also assist project managers in the development of project plans and system integration test plans for new systems or complex enhancements to existing systems. The SISA will monitor application systems functionality and participate in development of management procedures and quality standards.</p>	<ul style="list-style-type: none"> • Option I: Bachelor's degree in Computer Science, Information Systems, or a closely related field and two (2) years of recent, full-time, paid experience in information systems analysis and design in a centralized information technology organization -OR- • Option II: Three (3) years of recent, full-time, paid experience in information systems analysis and design in a centralized information technology organization. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR IT AID	The Senior IT Aid (SITA) will provide assistance to professional information technology (IT) staff engaged in the implementation of departmental systems, hardware and software or may serve as initial contact point for the reporting of customer related information system calls. The SITA will assist professional information technology personnel in the planning, adapting, testing, installing, and documenting of computer systems. The position will provide guidance to departmental users regarding routine IT related issues.	<ul style="list-style-type: none"> • One (1) year of experience providing assistance to professional information technology staff and providing routine customer related information systems related tasks with Two (2) years of highly specialized or supervisory clerical experience involved with information technology including the use or installation of desktop software. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR IT TECHNICAL SUPPORT ANALYST	The Senior IT Technical Support Analyst (SITTSA) will provide comprehensive/complex technical support services, including installation, configuration, testing, troubleshooting and repair of hardware, software, networking, and applications. The ITTSA may also lead other IT support staff.	<ul style="list-style-type: none"> • Three years of experience installing, configuring, testing, troubleshooting, and repairing client computing devices or software in a centralized IT organization; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR MARKETING ANALYST	The Senior Marketing Analyst (SMA) is responsible for the solicitation, negotiation, and implementation of a departments marketing program. The SMA will perform assignments which require full competence over a wide range of marketing transactions.	<ul style="list-style-type: none"> • Option I: Two years' experience in a public agency assisting in the negotiation and implementation of marketing programs -OR- • Option II: Three years' experience in private sector marketing implementing marketing projects. A Master's degree from an accredited college with specialization in Marketing may be substituted for six months of the required public or private sector experience. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR NETWORK SYSTEMS ADMINISTRATOR	The Senior Network Systems Administrator (SOASA) will provide comprehensive support of complex network and server operating system environments. Under direction, The Senior Network System Administrator will perform a wide-range of network-related duties, including the design, implementation, and maintenance of complex networks and may be responsible for installing, servicing, and moving servers and networking devices.	<ul style="list-style-type: none"> • Option I: Bachelor's degree in Computer Science, Information Systems, or a closely related field and three (3) years of recent full-time, paid experience in LAN design, configuration, and administration. -OR- • Option II: Four years of recent, progressively responsible experience in LAN design, configuration, and administration. • A valid California Class C Driver License or the ability to use an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR OFFICE CLERK	The Senior Office Clerk (SOC) will perform highly specialized clerical duties. The Senior Office Clerk may also lead a small section or unit with responsibility for assigning and coordinating work performed.	<ul style="list-style-type: none"> • Three years of office clerical experience, one year of which must have been in a specialized capacity. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR OFFICE CLERK, TYPIST	The Senior Office Clerk, Typist (SOCT) will perform skilled typing work and provide highly specialized clerical duties requiring a highly specialized knowledge of a particular function with responsibility for applying proper procedures and for carrying out the work with only general direction.	<ul style="list-style-type: none"> • Three years office clerical experience involving typewriting, one year of which must have been in a specialized or supervisory capacity. • Typewriting skill: Ability to type at the rate of 40 net words per minute.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR OPERATING SYSTEMS ANALYST	The Senior Operating Systems Analyst (SOSA) will under direction, support complex operating systems and associated software and hardware on midrange servers or mainframes hosting critical applications in a high-availability environment. The position is responsible for reporting to an information technology supervisor or manager. The SOSA will also perform the more difficult assignments of configuring, analyzing, and maintaining complex systems, including configuring, planning, coordinating, and implementing releases, upgrades, or changes to operating systems, servers, and related software.	<ul style="list-style-type: none"> • Option I: Bachelor's degree in Computer Science, Information Systems, or a closely related field, and two (2) years of recent, full-time, paid experience in a centralized Information Technology organization configuring, analyzing, and maintaining complex systems, including configuring, planning, coordinating and implementing releases, upgrades, or changes to operating systems, servers and related software, one year of which must be in a midrange or mainframe environment with formal change management, problem resolution procedures, and back-up and recovery plans -OR- • Option II: Three (3) years of recent, full-time, paid experience configuring, analyzing, and maintaining complex systems, including configuring, planning, coordinating and implementing releases, upgrades, or changes to operating systems, servers and related software, two years of which must be in a midrange or mainframe environment with formal change management, problem resolution procedures, and back-up and recovery plans. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR PROGRAM ANALYST	The Senior Program Analyst will provide administrative support and supervise a team of analysts and other technical and support personnel providing technical and consultative services to the management of a program or oversees a small Countywide health program.	<ul style="list-style-type: none"> • A bachelor's degree from an accredited college or university in either public health administration, epidemiology, public health statistics, public health microbiology or communicable disease control -AND- five (5) years of experience in the analysis of mental health or public health programs. A master's degree from an accredited college or university in either public health administration, epidemiology, public health statistics, public health microbiology or communicable disease control may be substituted for one year of the required experience. • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR RADIATION PROTECTION SPECIALIST	The Senior Radiation Protection Specialist will conduct complex, specialized, and sensitive investigations, inspections, and evaluations to detect and control radiation hazards, and ensures compliance with State, Federal, and County laws and regulations arising from the use of X-ray equipment and radioactive materials and acts as lead-person as needed.	<ul style="list-style-type: none"> • Option 1: Possession of a valid certificate in diagnostic or therapeutic radiologic technology or nuclear medicine technology issued by the California State Department of Health Services or the American Registry of Radiologic Technologists - OR - Possession of a health physics technology certificate from an accredited two-year program -AND- Six years of experience in a regulatory program conducting investigations and surveying the use of radiological equipment, providing advice on safe practices in radiation, and compliance with rules and regulations governing radiation use. • Option 2: A Bachelor's degree from an accredited college or university with a major in radiologic health, radiologic science, radiologic technology, health physics, physics, engineering, mathematics, physical science, or a closely related field -AND- Three years of professional experience in health physics or a closely related field. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job related essential functions.
SENIOR RESEARCH ANALYST	The Senior Research Analyst will plan, conduct, interpret and evaluate research and evaluation projects involving complex experimental designs.	<ul style="list-style-type: none"> • A Ph.D. or other doctoral degree from an accredited college or university with specialization in a field of the behavioral or social sciences -and- one year's post-doctoral research experience including responsibility for the design, evaluation, and implementation of research projects in a behavioral or social science field -OR- A bachelor's degree in a field of the behavioral or social sciences and any combination of additional relevant education and/or experience totaling five years; and • Valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR SYSTEMS ANALYST	The Senior Systems Analyst (SSA) will define and analyze requirements and business functions, design functional systems specifications and tests and coordinates the implementation of new application systems and/or revisions to existing systems, under general supervision. The SSA will also develop technical and user documentation, provide user training, and implement programs for a complete system or a component or module of a large complex system.	<ul style="list-style-type: none"> • Bachelor's degree in Computer Science, Information Systems, or a closely related field and (1) year of recent, full-time, paid experience in information systems analysis and design in a centralized information technology organization. One (1) year of recent experience in information systems analysis and design in a centralized information technology organization. • Two (2) years of recent, full-time, paid experience in information systems analysis and design in a centralized information technology organization • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR SECRETARY III	The Senior Secretary III will act as secretary to the head of a major division in a large and complex County department.	<ul style="list-style-type: none"> • Three years of responsible secretarial highly specialized office clerical experience involving typewriting in the County service or in districts under the jurisdiction of the County • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR STAFF ANALYST, HEALTH	The Health Senior Staff Analyst will supervise a team of analysts providing technical and consultative service to management in major health service areas.	<ul style="list-style-type: none"> • Six years' experience in a general administrative staff or specialized staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedure, program, facility planning, budget, or personnel, two years of which must have been in a supervisory capacity • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR SYSTEMS ANALYST	The Senior Systems Analyst (SSA) will define and analyze requirements and business functions, design functional systems specifications and tests and coordinates the implementation of new application systems and/or revisions to existing systems, under general supervision. The SSA will also develop technical and user documentation, provide user training, and implement programs for a complete system or a component or module of a large complex system.	<ul style="list-style-type: none"> • Bachelor's degree in Computer Science, Information Systems, or a closely related field and (1) year of recent, full-time, paid experience in information systems analysis and design in a centralized information technology organization. One (1) year of recent experience in information systems analysis and design in a centralized information technology organization. Two (2) years of recent, full-time, paid experience in information systems analysis and design in a centralized information technology organization • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR SYSTEMS SUPERVISOR	The Senior Systems Supervisor (SSS) will supervise a small staff of Information Systems Analysts engaged in the analysis, design, and implementation of manual and electronic information and work processing systems. The Senior Systems Supervisor will coordinate the systems programs in a county department and provide supervision of other analysts or of operations involving key punch, data control, or computer terminals.	<ul style="list-style-type: none"> • Three years of experience in systems analysis and design, network administration or systems support; one year of which must have been in a highly responsible capacity with two (2) years of recent, full-time, paid experience in information systems analysis and design in a centralized information technology organization. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SENIOR TECHNOLOGY TECHNICAL SUPPORT	The Senior Technology Technical Support (STTS) will supervise and provide work direction for a small staff of Information Technology Technical Support Analysts who provide desktop and technical support to departmental IT users including problem analysis and resolution on hardware and software trouble calls; and performs related duties as assigned. The STTS will also provide advanced complex problem analysis and resolution of hardware, software and network problems and issues.	<ul style="list-style-type: none"> • Four (4) years of experience installing, configuring, testing, troubleshooting, and repairing client computing devices or software in a help desk/desktop support role with a minimum of two (2) years as a senior or lead working in an enterprise corporate environment. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SENIOR WAREHOUSE WORKER	The Senior Warehouse Worker will assist with administrative support efforts by conducting the following functions: operating a store or warehouse and being responsible for both procurement and warehousing operations in a department, serving as the highest level of technical review of these operations. Warehouse Worker positions will supervise staff performing a variety of material handling tasks using manual and powered equipment and ensure the observance of appropriate safety procedures and practices in the use of such equipment.	<ul style="list-style-type: none"> • One year of storekeeping, procurement or related experience that includes the following: (1) operating a store or warehouse, or section of a large storage facility, typically involving responsibility for the supervision of a staff comprised of up to five or fewer warehouse worker positions, the determination of items to be stocked, and the levels to be maintained; (2) supervising the maintenance of property records for a large department; (3) assisting a higher level warehouse worker; (4) supervising a large number of subordinates involving limited storekeeping responsibilities; or (5) acting with an unusual degree of responsibility for procurement and related supply functions and reporting to someone other than a higher level warehouse worker or supply officer; and • A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SPANISH MEDIA TRANSLATOR	The Spanish Media Translator is primarily responsible for translation of documents that relay information (including press releases, talking points for media interviews and speeches, social media post, etc) needed to facilitate primarily Spanish/non-English monolingual or limited English proficiency individuals access to and understanding of public health information.	<ul style="list-style-type: none"> • Three years of experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, facility planning, budget, or personnel, one year of which must have been in a responsible staff capacity in the administrative staff organization of a department or a central administrative staff organization; Five years of experience as a translator preferably in the health care industry and fluent in medical terminology; • Successful completion of a Healthcare Translation Training Program, which includes a section covering Medical Terminology or Certification from the American Translators Association (ATA) for language(s) certified by ATA; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
STAFF ASSISTANT II	The Staff Assistant will assist the manager of major division or bureau in a County department by analyzing and making recommendations for the solution of a variety of problems of organization, budget, procedures, systems, program, general management, and personnel.	<ul style="list-style-type: none"> • Two years' experience in a general administrative staff or specialized staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedure, program, facility planning, budget, or personnel
STUDENT WORKER	The Student Worker will perform clerical, typing, and other routine duties in order to obtain practical work experience while enrolled as a student in school.	<ul style="list-style-type: none"> • Current enrollment in an accredited college, community college, or business college, having academic standing equivalent to at least a freshman in college -OR- current enrollment as a junior or senior in high school. Age: At least 16 years of age. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SUPERVISING ENVIRONMENTAL SPECIALIST	The Supervising Environmental Specialist Supervisor performs specialized environmental health inspections and investigations of complex environmental health problems; or provides lead supervision to field staff who are enforcing environmental health and consumer protection laws by making inspections, initiating investigations and taking appropriate enforcement action.	<ul style="list-style-type: none"> Two years' experience as a Registered Environmental Health Specialist for a health department.* (*Certificate as a Registered Environmental Health Specialist issued by the California State Department of Health Services. Environmental Health Specialists engaged in dairy and milk products inspection also must be Registered Dairy Inspectors by the Department of Food and Agriculture, State of California.) A valid California Class C Driver License is required to carry out job-related essential functions.
SUPERVISING EPIDEMIOLOGIST	The Supervising Epidemiologist will provide administrative assistance and supervise and direct the work of Epidemiologists and professional support staff in the provision of planning, designing, implementing, and evaluating multiple health-related surveillance systems, epidemiologic studies, and field investigations.	<ul style="list-style-type: none"> Master's degree from an accredited college or university with specialization in epidemiology, biostatistics, or its equivalent -AND- five years of experience designing, conducting, and evaluating epidemiologic studies, building and assessing communicable disease surveillance systems, and /or conducting field investigations -OR- A doctoral degree from an accredited college or university with specialization in epidemiology, biostatistics or its equivalent -and- two years of experience designing, conducting, and evaluating epidemiologic studies building and assessing communicable disease surveillance systems, and/or conducting field investigations; and A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
SUPERVISING PUBLIC HEALTH INVESTIGATOR	The Supervising Public Health Investigator (SPHI) supervises Public Health investigation activities related to outbreak investigations to prevent disease, disability, and premature death caused by a particular illness. The SPHI, as the Outbreak Investigator Supervisor, will work closely with the Outbreak Investigator Manager, Outbreak Investigators, and support staff to assign, coordinate, and monitor outbreaks within non-clinical settings and within an assigned region.	<ul style="list-style-type: none"> • One year of experience enforcing laws, ordinances, and regulations for the control of communicable and/or non-communicable diseases; locating, counseling, and referring offenders and disease carriers; and conducting other health related investigations; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SUPERVISING TYPIST-CLERK	The Supervising Typist-Clerk will supervise and performs a wide variety of general and specialized office clerical work and does skilled typing work.	<ul style="list-style-type: none"> • Two years of office clerical experience involving typing, one year of which must have been in a specialized or supervisory capacity. Typing skill: Ability to type at the rate of 40 net words per minute. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
SYSTEMS ANALYST	The Systems Analyst (SA) will under close supervision, using established procedures, define and analyze requirements and business functions, define functional system specifications, and test and coordinate the implementation of new application systems and/or revisions to existing systems. The SA will perform systems analysis and design within a limited framework using basic systems design techniques and analysis tools.	<ul style="list-style-type: none"> • Bachelor's degree in Computer Science, Information Systems, or a closely related field -OR- One (1) year of recent experience in information systems analysis and design in a centralized information technology organization. • A valid California Class C Driver License is required for appointment to some positions in this class.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
TECHNOLOGY AID	The Technology Aid (TA) provides assistance to professional information technology (IT) staff by performing routine information systems and providing basic support services related tasks in a centralized information technology organization. The TA performs routine tasks such as executing predefined test plans, tracking issues, compiling, and organizing documentation and applying scripted solutions to common user or systems related problems.	<ul style="list-style-type: none">• Two (2) years of highly specialized or supervisory clerical experience involved with information technology including the use or installation of desktop software- OR- Two (2) years of responsible secretarial experience in an information systems environment.• A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
TECHNOLOGY SECURITY SPECIALIST	The Technology Security Specialist (TSS) will act as lead technical consultant, systems architect, or project manager for a departmental information technology (IT) security program. The TSS Technology Security Specialist , under the general direction of a Departmental Information Security Officer II, will provide consultative, systems architecture, and project-management expertise in the development, implementation, and monitoring of a departmental IT security program including related policies and procedures. TSS will also carry out highly complex and -specialized assignments in one or more areas of IT security-related areas including application, network, physical/environmental, server, and workstation security; and security incident response, awareness training, identity and access management, and risk assessment.	<ul style="list-style-type: none"> • Graduation from an accredited college or university with a bachelor's degree in Computer Science, Information Systems, or a closely related discipline -AND- four (4) years of recent, full-time, highly responsible paid experience managing the security of multiple platforms, operating systems, software, and network protocols for a large IT organization. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
TECHNOLOGY SPECIALIST	The Technology Specialist will, under managerial review, act as a consultant, technical expert, system architect, or senior project manager for Information Systems and may manage a very large and complex database environment.	<ul style="list-style-type: none"> • Bachelor's degree in Computer Science, Information Systems, or a closely related field AND with four (4-6) recent, full-time, paid years of experience in design, development, implementation, operation, and maintenance of performing progressively responsible information systems technology functions, one (1) year of which must have been in a lead or supervisory capacity -OR- five (5) years of recent, full-time paid experience in design, development, implementation, operation, and maintenance of information systems, two (2) years of which must have been in a lead or supervisory capacity include planning, designing, implementing, and administering of server-based, scalable databases; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
TECHNOLOGY SUPERVISOR	The Technology Supervisor (TS) will supervise the activities of an Information Technology section within a departmental centralized information technology organization responsible for providing complex information technology services, including planning, design, coordination, development, implementation, maintenance, and support of automated information and telecommunication systems.	<ul style="list-style-type: none"> • Graduation from an accredited college or university with a Bachelor's degree in Computer Science, Information Systems, or a closely related field AND four (4) years of recent, full-time, paid experience in design, development, implementation, operation, and maintenance of information systems, one (1) year of which must have been in a lead or supervisory capacity. -OR- Five (5) years of recent, full-time paid experience in design, development, implementation, operation, and maintenance of information systems, two (2) years of which must have been in a lead or supervisory capacity. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
TECHNOLOGY TECHNICAL SUPPORT	The Technology Technical Support (TTS) will provide a full range of technical information technology support services, including installation, configuration, testing, troubleshooting and repair of hardware, software, networks, and applications in a centralized IT organization.	<ul style="list-style-type: none"> • Two (2) years of experience installing, configuring, testing, troubleshooting, and repairing client computing devices or software, in a centralized Information Technology organization. • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.
VIDEO PRODUCTION SPECIALIST	The Video Production Specialist (VPS) will provide expert support for Public Health trainings by producing web-based and virtual trainings, which may be live or recorded. The VPS will ensure the web-based, recorded, and live trainings run smoothly by providing technical assistance to hosts, panelists, and training attendees.	<ul style="list-style-type: none"> • Master's degree from an accredited college in instructional communications technology or similar field -OR- a bachelor's degree from an accredited college in communications or a related field and one year's experience within the last three years, writing, producing, and directing training or informational programs using broadcast level video technology used within the last three years. -OR- completion of three years (90 semester units or the equivalent) in an accredited college; 18 units must be in communications or a related field and two years' experience within the last three years, writing, producing, and directing training or informational programs using broadcast level video technology used within the last three years. One additional year of the required experience may be substituted for each year of college (30 semester units or equivalent) on a year-for-year basis; and • A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

TEMPORARY PERSONNEL TITLE	DESCRIPTION	MINIMUM QUALIFICATIONS
WAREHOUSE WORKER	<p>The Warehouse Worker II will assist with administrative support efforts by conducting the following functions: (1) operating a store or warehouse, or section of a large storage facility, typically involving responsibility for the supervision of a staff comprised of up to five or fewer warehouse worker positions, the determination of items to be stocked, and the levels to be maintained; (2) supervising the maintenance of property records for a large department; (3) assisting a higher level warehouse worker; (4) supervising a large number of subordinates involving limited storekeeping responsibilities; or (5) acting with an unusually high degree of responsibility for procurement and related supply functions and reporting to someone other than a higher level warehouse worker or supply officer.</p>	<ul style="list-style-type: none"> One year of storekeeping, procurement or related experience that includes the following: (1) operating a store or warehouse, or section of a large storage facility, typically involving responsibility for the supervision of a staff comprised of up to five or fewer warehouse worker positions, the determination of items to be stocked, and the levels to be maintained; (2) supervising the maintenance of property records for a large department; (3) assisting a higher level warehouse worker; (4) supervising a large number of subordinates involving limited storekeeping responsibilities; or (5) acting with an unusual degree of responsibility for procurement and related supply functions and reporting to someone other than a higher level warehouse worker or supply officer; and A valid Class C California Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

may include services such as childcare, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport, and security services.)

- ☐ Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who is alleged to have committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(Professional Liability/Errors and Omissions coverage is required for medical and legal Contractors, as well as Contractors in non-traditional professions including, but not limited to accountants, appraisers, architects, billers, computer programmers, engineers, interpreters, staffing/temporary services agencies, and consultants. **Note: A minimum of \$3 Million aggregate limit is recommended for medical and legal service providers.**)

- ☐ 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.

(Crime Coverage is only required when the contracted services involve pick up, carry, guard or otherwise handle County money and securities [ex. Cash, checks, warrants, bonds, vouchers], or other highly valued County property [ex. Property to be auctioned.]

- ☐ Crime Coverage: A Fidelity Bond or Crime Insurance policy with limits of not less than \$ [insert Dept. estimate of the probable maximum loss exposure] per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

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

Contractor must recruit and hire staff listed on this Services Request Form to start work within 30 days of signing below.

Contractor Signature

Title

Contractor Name

Date

SAMPLE

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
HOURLY RATE**

Temporary Personnel Title	Hourly Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
ACCOUNT CLERK I	\$21.25	\$2.76	\$2.40	\$26.41	\$5.95	\$2.72	\$29.92
ACCOUNTANT II	\$31.69	\$4.12	\$3.58	\$39.39	\$8.87	\$4.06	\$44.62
ACCOUNTING TECHNICIAN I	\$24.66	\$3.21	\$2.79	\$30.65	\$6.90	\$3.16	\$34.72
ADMINISTRATIVE ANALYST	\$50.12	\$6.52	\$5.66	\$62.30	\$14.03	\$6.42	\$70.57
ADMINISTRATIVE ASSISTANT	\$33.96	\$4.41	\$3.84	\$42.21	\$9.51	\$4.35	\$47.81
APPLICATION DEVELOPER	\$51.63	\$6.71	\$5.83	\$64.18	\$14.46	\$6.61	\$72.70
APPLICATION DEVELOPER SUPERVISOR	\$69.92	\$9.09	\$7.90	\$86.91	\$19.58	\$8.95	\$98.45
AREA ADMINISTRATOR	\$57.41	\$7.46	\$6.49	\$71.35	\$16.07	\$7.35	\$80.83
ASSISTANT HEALTH ANALYST	\$45.08	\$5.86	\$5.09	\$56.04	\$12.62	\$5.77	\$63.47
CASHIER	\$19.95	\$2.59	\$2.25	\$24.80	\$5.59	\$2.55	\$28.09
CHIEF EPIDEMIOLOGIST	\$70.44	\$9.16	\$7.96	\$87.56	\$19.72	\$9.02	\$99.18
CLINICAL LABORATORY SCIENTIST	\$45.08	\$5.86	\$5.09	\$56.04	\$12.62	\$5.77	\$63.47
COMMUNITY WORKER	\$21.44	\$2.79	\$2.42	\$26.65	\$6.00	\$2.74	\$30.19
CONTRACT PROGRAM ANALYST	\$41.06	\$5.34	\$4.64	\$51.03	\$11.50	\$5.26	\$57.81
CONTRACT PROGRAM MONITOR	\$41.77	\$5.43	\$4.72	\$51.92	\$11.70	\$5.35	\$58.81
DATA SCIENTIST	\$58.26	\$7.57	\$6.58	\$72.42	\$16.31	\$7.46	\$82.03
DATA SCIENTIST SUPERVISOR	\$74.55	\$9.69	\$8.42	\$92.67	\$20.87	\$9.54	\$104.97
DENTAL HYGIENIST	\$37.20	\$4.84	\$4.20	\$46.23	\$10.41	\$4.76	\$52.37
DISASTER SERVICE ANALYST	\$44.86	\$5.83	\$5.07	\$55.76	\$12.56	\$5.74	\$63.17
DRIVER	\$20.13	\$2.62	\$2.27	\$25.02	\$5.64	\$2.58	\$28.34
ENVIRONMENTAL HEALTH SPECIALIST IV	\$41.87	\$5.44	\$4.73	\$52.04	\$11.72	\$5.36	\$58.95
ENVIRONMENTAL HEALTH STAFF SPECIALIST	\$41.87	\$5.44	\$4.73	\$52.04	\$11.72	\$5.36	\$58.95
ENVIRONMENTAL HEALTH TECHNICIAN	\$24.12	\$3.14	\$2.73	\$29.98	\$6.75	\$3.09	\$33.96
ENVIRONMENTAL SPECIALIST	\$36.97	\$4.81	\$4.18	\$45.95	\$10.35	\$4.73	\$52.05
EPIDEMIOLOGIST	\$56.70	\$7.37	\$6.41	\$70.48	\$15.88	\$7.26	\$79.84
EPIDEMIOLOGY ANALYST	\$41.46	\$5.39	\$4.68	\$51.53	\$11.61	\$5.31	\$58.37

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
HOURLY RATE**

Temporary Personnel Title	Hourly Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
FIELD SAFETY ASSISTANT	\$32.12	\$4.18	\$3.63	\$39.93	\$8.99	\$4.11	\$45.23
FIELD SAFETY INSPECTOR	\$37.80	\$4.91	\$4.27	\$46.98	\$10.58	\$4.84	\$53.22
FINANCIAL SPECIALIST I	\$32.08	\$4.17	\$3.63	\$39.88	\$8.98	\$4.11	\$45.17
FINANCIAL SPECIALIST III	\$42.48	\$5.52	\$4.80	\$52.80	\$11.89	\$5.44	\$59.81
GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$45.42	\$5.90	\$5.13	\$56.46	\$12.72	\$5.81	\$63.95
GEOGRAPHIC INFORMATION SYSTEMS MANAGER II	\$80.49	\$10.46	\$9.10	\$100.05	\$22.54	\$10.30	\$113.33
GEOGRAPHIC INFORMATION SYSTEM TECHNICIAN II	\$51.63	\$6.71	\$5.83	\$64.18	\$14.46	\$6.61	\$72.70
GRAPHIC ARTIST	\$30.24	\$3.93	\$3.42	\$37.59	\$8.47	\$3.87	\$42.58
HEAD GRAPHIC ARTIST	\$33.70	\$4.38	\$3.81	\$41.89	\$9.44	\$4.31	\$47.45
HEAD, MEDIA SERVICES	\$48.66	\$6.33	\$5.50	\$60.49	\$13.63	\$6.23	\$68.52
HEALTH ANALYST	\$50.24	\$6.53	\$5.68	\$62.45	\$14.07	\$6.43	\$70.74
HEALTH EDUCATOR	\$36.59	\$4.76	\$4.13	\$45.48	\$10.25	\$4.68	\$51.52
HEALTH EDUCATOR ASSISTANT	\$27.34	\$3.55	\$3.09	\$33.98	\$7.65	\$3.50	\$38.49
INDUSTRIAL HYGIENIST	\$43.77	\$5.69	\$4.95	\$54.41	\$12.26	\$5.60	\$61.63
INFECTION PREVENTIONIST	\$61.06	\$7.94	\$6.90	\$75.90	\$17.10	\$7.82	\$85.97
INFORMATION TECHNOLOGY BUSINESS ANALYST I	\$64.46	\$8.38	\$7.28	\$80.12	\$18.05	\$8.25	\$90.76
INFORMATION TECHNOLOGY MANAGER III	\$86.53	\$11.25	\$9.78	\$107.56	\$24.23	\$11.08	\$121.83
JUNIOR ADMINISTRATIVE ANALYST	\$46.21	\$6.01	\$5.22	\$57.44	\$12.94	\$5.91	\$65.06
JUNIOR ADMINISTRATIVE ASSISTANT	\$26.97	\$3.51	\$3.05	\$33.52	\$7.55	\$3.45	\$37.97
JUNIOR APPLICATION DEVELOPER	\$48.90	\$6.36	\$5.53	\$60.79	\$13.69	\$6.26	\$68.86
JUNIOR ENVIRONMENTAL SPECIALIST	\$26.96	\$3.50	\$3.05	\$33.51	\$7.55	\$3.45	\$37.96
JUNIOR OFFICE CLERK	\$20.44	\$2.66	\$2.31	\$25.41	\$5.72	\$2.62	\$28.78
JUNIOR PROGRAM ANALYST	\$45.08	\$5.86	\$5.09	\$56.04	\$12.62	\$5.77	\$63.47
JUNIOR RESEARCH ANALYST	\$31.65	\$4.11	\$3.58	\$39.34	\$8.86	\$4.05	\$44.56
JUNIOR SYSTEMS ANALYST	\$40.15	\$5.22	\$4.54	\$49.91	\$11.24	\$5.14	\$56.53
JUNIOR TECHNOLOGY SPECIALIST	\$82.90	\$10.78	\$9.37	\$103.04	\$23.21	\$10.61	\$116.72

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
HOURLY RATE**

Temporary Personnel Title	Hourly Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
JUNIOR TECHNOLOGY TECHNICAL SUPPORT	\$40.75	\$5.30	\$4.60	\$50.65	\$11.41	\$5.22	\$57.38
JUNIOR WAREHOUSE WORKER	\$23.54	\$3.06	\$2.66	\$29.26	\$6.59	\$3.01	\$33.14
LABORATORY ASSISTANT	\$19.79	\$2.57	\$2.24	\$24.59	\$5.54	\$2.53	\$27.86
MANAGEMENT ANALYST	\$38.31	\$4.98	\$4.33	\$47.62	\$10.73	\$4.90	\$53.94
MANAGEMENT SECRETARY III	\$35.85	\$4.66	\$4.05	\$44.56	\$10.04	\$4.59	\$50.48
MEDICAL TECHNOLOGIST, LAB INFORMATION SYSTEMS	\$61.67	\$8.02	\$6.97	\$76.65	\$17.27	\$7.89	\$86.83
NETWORK ADMINISTRATOR	\$53.45	\$6.95	\$6.04	\$66.43	\$14.96	\$6.84	\$75.25
OFFICE ACCOUNTANT	\$29.83	\$3.88	\$3.37	\$37.07	\$8.35	\$3.82	\$42.00
OFFICE ACCOUNTING OFFICER	\$42.49	\$5.52	\$4.80	\$52.82	\$11.90	\$5.44	\$59.83
OFFICE ACCOUNTING TECHNICIAN	\$27.40	\$3.56	\$3.10	\$34.06	\$7.67	\$3.51	\$38.58
OFFICE ADMINISTRATIVE AID	\$23.61	\$3.07	\$2.67	\$29.35	\$6.61	\$3.02	\$33.24
OFFICE ASSISTANT	\$27.00	\$3.51	\$3.05	\$33.56	\$7.56	\$3.46	\$38.02
OFFICE CLERK SUPERVISOR, TYPING	\$25.54	\$3.32	\$2.89	\$31.75	\$7.15	\$3.27	\$35.97
OFFICE CLERK, TYPING	\$20.94	\$2.72	\$2.37	\$26.03	\$5.86	\$2.68	\$29.49
OFFICE PROCUREMENT ASSISTANT	\$26.94	\$3.50	\$3.04	\$33.48	\$7.54	\$3.45	\$37.93
OPERATING SYSTEMS ANALYST	\$48.66	\$6.33	\$5.50	\$60.49	\$13.63	\$6.23	\$68.52
PREDICTIVE DATA ANALYST	\$55.87	\$7.26	\$6.31	\$69.45	\$15.64	\$7.15	\$78.67
PRINCIPAL GEOGRAPHIC INFORMATION SYSTEM ANALYST	\$69.92	\$9.09	\$7.90	\$86.91	\$19.58	\$8.95	\$98.45
PRINCIPAL INFORMATION SYSTEMS ANALYST	\$70.44	\$9.16	\$7.96	\$87.56	\$19.72	\$9.02	\$99.18
PRINCIPAL NETWORK SYSTEMS ANALYST	\$70.44	\$9.16	\$7.96	\$87.56	\$19.72	\$9.02	\$99.18
PRINCIPAL OPERATING SYSTEMS ANALYST	\$72.38	\$9.41	\$8.18	\$89.97	\$20.27	\$9.26	\$101.91
PRINCIPAL RADIATION PROTECTION SPECIALIST	\$49.51	\$6.44	\$5.59	\$61.54	\$13.86	\$6.34	\$69.71
PROGRAM ANALYST	\$50.24	\$6.53	\$5.68	\$62.45	\$14.07	\$6.43	\$70.74
PUBLIC HEALTH INVESTIGATOR	\$35.37	\$4.60	\$4.00	\$43.96	\$9.90	\$4.53	\$49.80
PUBLIC HEALTH MICROBIOLOGIST I	\$46.15	\$6.00	\$5.21	\$57.36	\$12.92	\$5.91	\$64.98
PUBLIC INFORMATION OFFICER	\$43.66	\$5.68	\$4.93	\$54.27	\$12.23	\$5.59	\$61.48

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
HOURLY RATE**

Temporary Personnel Title	Hourly Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
PUBLIC INFORMATION SPECIALIST	\$44.75	\$5.82	\$5.06	\$55.63	\$12.53	\$5.73	\$63.01
RADIATION PROTECTION SPECIALIST	\$41.71	\$5.42	\$4.71	\$51.85	\$11.68	\$5.34	\$58.73
RESEARCH ANALYST	\$36.25	\$4.71	\$4.10	\$45.06	\$10.15	\$4.64	\$51.04
RESEARCH ANALYST SUPERVISOR	\$47.71	\$6.20	\$5.39	\$59.31	\$13.36	\$6.11	\$67.18
RESEARCH ANALYST SUPERVISOR, BEHAVIOR SCIENCES	\$47.71	\$6.20	\$5.39	\$59.31	\$13.36	\$6.11	\$67.18
SECRETARY II	\$24.80	\$3.22	\$2.80	\$30.83	\$6.94	\$3.17	\$34.92
SECRETARY III	\$26.18	\$3.40	\$2.96	\$32.54	\$7.33	\$3.35	\$36.86
SENIOR ADMINISTRATIVE ANALYST	\$65.58	\$8.53	\$7.41	\$81.52	\$18.36	\$8.39	\$92.34
SENIOR ADMINISTRATIVE ASSISTANT	\$37.85	\$4.92	\$4.28	\$47.04	\$10.60	\$4.84	\$53.29
SENIOR APPLICATION DEVELOPER	\$58.98	\$7.67	\$6.67	\$73.32	\$16.52	\$7.55	\$83.05
SENIOR COMMUNITY WORKER	\$26.03	\$3.38	\$2.94	\$32.35	\$7.29	\$3.33	\$36.64
SENIOR DATA SCIENTIST	\$70.62	\$9.18	\$7.98	\$87.78	\$19.77	\$9.04	\$99.43
SENIOR ENVIRONMENTAL SPECIALIST	\$47.71	\$6.20	\$5.39	\$59.31	\$13.36	\$6.11	\$67.18
SENIOR GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$58.98	\$7.67	\$6.66	\$73.31	\$16.51	\$7.55	\$83.04
SENIOR HEALTH EDUCATOR	\$37.75	\$4.91	\$4.27	\$46.93	\$10.57	\$4.83	\$53.16
SENIOR INFORMATION SYSTEMS ANALYST	\$62.74	\$8.16	\$7.09	\$77.98	\$17.57	\$8.03	\$88.33
SENIOR IT AID	\$35.15	\$4.57	\$3.97	\$43.69	\$9.84	\$4.50	\$49.49
SENIOR IT TECHNICAL SUPPORT ANALYST	\$50.62	\$6.58	\$5.72	\$62.92	\$14.17	\$6.48	\$71.28
SENIOR MARKETING ANALYST	\$47.48	\$6.17	\$5.37	\$59.02	\$13.29	\$6.08	\$66.85
SENIOR NETWORK SYSTEMS ADMINISTRATOR	\$59.57	\$7.74	\$6.73	\$74.04	\$16.68	\$7.62	\$83.87
SENIOR OFFICE CLERK	\$23.04	\$3.00	\$2.60	\$28.64	\$6.45	\$2.95	\$32.45
SENIOR OFFICE CLERK, TYPIST	\$23.62	\$3.07	\$2.67	\$29.36	\$6.61	\$3.02	\$33.25
SENIOR OPERATING SYSTEMS ANALYST	\$64.14	\$8.34	\$7.25	\$79.73	\$17.96	\$8.21	\$90.31
SENIOR PROGRAM ANALYST	\$60.90	\$7.92	\$6.88	\$75.70	\$17.05	\$7.80	\$85.75
SENIOR RADIATION PROTECTION SPECIALIST	\$43.24	\$5.62	\$4.89	\$53.75	\$12.11	\$5.53	\$60.88
SENIOR RESEARCH ANALYST	\$45.01	\$5.85	\$5.09	\$55.95	\$12.60	\$5.76	\$63.37

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
HOURLY RATE**

Temporary Personnel Title	Hourly Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
SENIOR SECRETARY III	\$32.16	\$4.18	\$3.63	\$39.97	\$9.00	\$4.12	\$45.28
SENIOR STAFF ANALYST, HEALTH	\$60.90	\$7.92	\$6.88	\$75.70	\$17.05	\$7.80	\$85.75
SENIOR SYSTEMS ANALYST	\$51.50	\$6.70	\$5.82	\$64.02	\$14.42	\$6.59	\$72.52
SENIOR SYSTEMS SUPERVISOR	\$62.74	\$8.16	\$7.09	\$77.98	\$17.57	\$8.03	\$88.33
SENIOR TECHNOLOGY TECHNICAL SUPPORT	\$56.42	\$7.34	\$6.38	\$70.13	\$15.80	\$7.22	\$79.44
SENIOR WAREHOUSE WORKER	\$27.67	\$3.60	\$3.13	\$34.40	\$7.75	\$3.54	\$38.96
SPANISH MEDIA TRANSLATOR	\$42.91	\$5.58	\$4.85	\$53.34	\$12.02	\$5.49	\$60.42
STAFF ASSISTANT II	\$32.64	\$4.24	\$3.69	\$40.57	\$9.14	\$4.18	\$45.96
STUDENT WORKER	\$16.95	\$2.20	\$1.92	\$21.07	\$4.75	\$2.17	\$23.87
SUPERVISING ENVIRONMENTAL SPECIALIST	\$39.76	\$5.17	\$4.49	\$49.42	\$11.13	\$5.09	\$55.98
SUPERVISING EPIDEMIOLOGIST	\$66.73	\$8.67	\$7.54	\$82.94	\$18.68	\$8.54	\$93.95
SUPERVISING PUBLIC HEALTH INVESTIGATOR	\$40.35	\$5.25	\$4.56	\$50.16	\$11.30	\$5.16	\$56.81
SUPERVISING TYPIST-CLERK	\$23.62	\$3.07	\$2.67	\$29.36	\$6.61	\$3.02	\$33.26
SYSTEMS ANALYST	\$47.95	\$6.23	\$5.42	\$59.60	\$13.43	\$6.14	\$67.52
TECHNOLOGY AID	\$29.87	\$3.88	\$3.38	\$37.13	\$8.36	\$3.82	\$42.06
TECHNOLOGY SECURITY SPECIALIST	\$70.44	\$9.16	\$7.96	\$87.56	\$19.72	\$9.02	\$99.18
TECHNOLOGY SPECIALIST	\$95.41	\$12.40	\$10.78	\$118.59	\$26.71	\$12.21	\$134.33
TECHNOLOGY SUPERVISOR	\$72.38	\$9.41	\$8.18	\$89.97	\$20.27	\$9.26	\$101.91
TECHNOLOGY TECHNICAL SUPPORT	\$45.42	\$5.90	\$5.13	\$56.46	\$12.72	\$5.81	\$63.95
VIDEO PRODUCTION SPECIALIST	\$40.35	\$5.25	\$4.56	\$50.16	\$11.30	\$5.16	\$56.81
WAREHOUSE WORKER	\$26.22	\$3.41	\$2.96	\$32.59	\$7.34	\$3.36	\$36.92

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
EMERGENCY RATE**

Temporary Personnel Title	Emergency Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
ACCOUNT CLERK I	\$27.51	\$3.58	\$3.11	\$34.19	\$7.70	\$3.52	\$38.73
ACCOUNTANT II	\$41.58	\$5.41	\$4.70	\$51.68	\$11.64	\$5.32	\$58.54
ACCOUNTING TECHNICIAN I	\$32.39	\$4.21	\$3.66	\$40.25	\$9.07	\$4.15	\$45.60
ADMINISTRATIVE ANALYST	\$65.76	\$8.55	\$7.43	\$81.74	\$18.41	\$8.42	\$92.59
ADMINISTRATIVE ASSISTANT	\$44.55	\$5.79	\$5.03	\$55.38	\$12.47	\$5.70	\$62.73
APPLICATION DEVELOPER	\$62.30	\$8.10	\$7.04	\$77.43	\$17.44	\$7.97	\$87.71
APPLICATION DEVELOPER SUPERVISOR	\$79.91	\$10.39	\$9.03	\$99.32	\$22.37	\$10.23	\$112.51
AREA ADMINISTRATOR	\$75.32	\$9.79	\$8.51	\$93.62	\$21.09	\$9.64	\$106.04
ASSISTANT HEALTH ANALYST	\$59.15	\$7.69	\$6.68	\$73.52	\$16.56	\$7.57	\$83.28
CASHIER	\$25.83	\$3.36	\$2.92	\$32.11	\$7.23	\$3.31	\$36.37
CHIEF EPIDEMIOLOGIST	\$76.26	\$9.91	\$8.62	\$94.79	\$21.35	\$9.76	\$107.37
CLINICAL LABORATORY SCIENTIST	\$59.15	\$7.69	\$6.68	\$73.52	\$16.56	\$7.57	\$83.28
COMMUNITY WORKER	\$26.46	\$3.44	\$2.99	\$32.89	\$7.41	\$3.39	\$37.26
CONTRACT PROGRAM ANALYST	\$53.87	\$7.00	\$6.09	\$66.95	\$15.08	\$6.89	\$75.84
CONTRACT PROGRAM MONITOR	\$54.81	\$7.13	\$6.19	\$68.13	\$15.35	\$7.02	\$77.17
DATA SCIENTIST	\$76.45	\$9.94	\$8.64	\$95.02	\$21.40	\$9.79	\$107.64
DATA SCIENTIST SUPERVISOR	\$85.21	\$11.08	\$9.63	\$105.91	\$23.86	\$10.91	\$119.97
DENTAL HYGIENIST	\$48.81	\$6.35	\$5.52	\$60.67	\$13.67	\$6.25	\$68.72
DISASTER SERVICE ANALYST	\$58.86	\$7.65	\$6.65	\$73.16	\$16.48	\$7.53	\$82.87
DRIVER	\$26.46	\$3.44	\$2.99	\$32.89	\$7.41	\$3.39	\$37.26
ENVIRONMENTAL HEALTH SPECIALIST IV	\$54.95	\$7.14	\$6.21	\$68.30	\$15.38	\$7.03	\$77.36
ENVIRONMENTAL HEALTH STAFF SPECIALIST	\$54.95	\$7.14	\$6.21	\$68.30	\$15.38	\$7.03	\$77.36
ENVIRONMENTAL HEALTH TECHNICIAN	\$31.68	\$4.12	\$3.58	\$39.38	\$8.87	\$4.06	\$44.61
ENVIRONMENTAL SPECIALIST	\$50.03	\$6.50	\$5.65	\$62.18	\$14.01	\$6.40	\$70.44
EPIDEMIOLOGIST	\$64.80	\$8.42	\$7.32	\$80.55	\$18.14	\$8.29	\$91.24
EPIDEMIOLOGY ANALYST	\$47.39	\$6.16	\$5.35	\$58.90	\$13.27	\$6.07	\$66.72

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
EMERGENCY RATE**

Temporary Personnel Title	Emergency Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
FIELD SAFETY ASSISTANT	\$43.47	\$5.65	\$4.91	\$54.03	\$12.17	\$5.56	\$61.21
FIELD SAFETY INSPECTOR	\$51.15	\$6.65	\$5.78	\$63.58	\$14.32	\$6.55	\$72.02
FINANCIAL SPECIALIST I	\$42.09	\$5.47	\$4.76	\$52.32	\$11.79	\$5.39	\$59.26
FINANCIAL SPECIALIST III	\$52.29	\$6.80	\$5.91	\$65.00	\$14.64	\$6.69	\$73.62
GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$54.81	\$7.13	\$6.19	\$68.13	\$15.35	\$7.02	\$77.17
GEOGRAPHIC INFORMATION SYSTEMS MANAGER II	\$120.74	\$15.70	\$13.64	\$150.07	\$33.81	\$15.45	\$169.99
GEOGRAPHIC INFORMATION SYSTEM TECHNICIAN II	\$62.30	\$8.10	\$7.04	\$77.43	\$17.44	\$7.97	\$87.71
GRAPHIC ARTIST	\$39.68	\$5.16	\$4.48	\$49.32	\$11.11	\$5.08	\$55.86
HEAD GRAPHIC ARTIST	\$44.22	\$5.75	\$5.00	\$54.97	\$12.38	\$5.66	\$62.26
HEAD, MEDIA SERVICES	\$63.86	\$8.30	\$7.22	\$79.37	\$17.88	\$8.17	\$89.91
HEALTH ANALYST	\$65.93	\$8.57	\$7.45	\$81.94	\$18.46	\$8.44	\$92.82
HEALTH EDUCATOR	\$51.02	\$6.63	\$5.76	\$63.41	\$14.28	\$6.53	\$71.83
HEALTH EDUCATOR ASSISTANT	\$35.88	\$4.66	\$4.05	\$44.60	\$10.05	\$4.59	\$50.52
INDUSTRIAL HYGIENIST	\$57.44	\$7.47	\$6.49	\$71.39	\$16.08	\$7.35	\$80.87
INFECTION PREVENTIONIST	\$75.33	\$9.79	\$8.51	\$93.63	\$21.09	\$9.64	\$106.06
INFORMATION TECHNOLOGY BUSINESS ANALYST I	\$73.67	\$9.58	\$8.32	\$91.57	\$20.63	\$9.43	\$103.72
INFORMATION TECHNOLOGY MANAGER III	\$129.80	\$16.87	\$14.67	\$161.34	\$36.34	\$16.61	\$182.75
JUNIOR ADMINISTRATIVE ANALYST	\$60.63	\$7.88	\$6.85	\$75.36	\$16.98	\$7.76	\$85.37
JUNIOR ADMINISTRATIVE ASSISTANT	\$36.50	\$4.74	\$4.12	\$45.36	\$10.22	\$4.67	\$51.38
JUNIOR APPLICATION DEVELOPER	\$59.01	\$7.67	\$6.67	\$73.35	\$16.52	\$7.55	\$83.09
JUNIOR ENVIRONMENTAL SPECIALIST	\$38.71	\$5.03	\$4.37	\$48.11	\$10.84	\$4.95	\$54.50
JUNIOR OFFICE CLERK	\$26.46	\$3.44	\$2.99	\$32.89	\$7.41	\$3.39	\$37.26
JUNIOR PROGRAM ANALYST	\$59.15	\$7.69	\$6.68	\$73.52	\$16.56	\$7.57	\$83.28
JUNIOR RESEARCH ANALYST	\$42.83	\$5.57	\$4.84	\$53.23	\$11.99	\$5.48	\$60.30
JUNIOR SYSTEMS ANALYST	\$45.89	\$5.97	\$5.19	\$57.04	\$12.85	\$5.87	\$64.61
JUNIOR TECHNOLOGY SPECIALIST	\$94.74	\$12.32	\$10.71	\$117.76	\$26.53	\$12.13	\$133.39

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
EMERGENCY RATE**

Temporary Personnel Title	Emergency Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
JUNIOR TECHNOLOGY TECHNICAL SUPPORT	\$46.58	\$6.05	\$5.26	\$57.89	\$13.04	\$5.96	\$65.58
JUNIOR WAREHOUSE WORKER	\$30.93	\$4.02	\$3.50	\$38.45	\$8.66	\$3.96	\$43.55
LABORATORY ASSISTANT	\$26.03	\$3.38	\$2.94	\$32.35	\$7.29	\$3.33	\$36.64
MANAGEMENT ANALYST	\$50.27	\$6.53	\$5.68	\$62.48	\$14.07	\$6.43	\$70.77
MANAGEMENT SECRETARY III	\$47.04	\$6.12	\$5.32	\$58.47	\$13.17	\$6.02	\$66.23
MEDICAL TECHNOLOGIST, LAB INFORMATION SYSTEMS	\$70.47	\$9.16	\$7.96	\$87.59	\$19.73	\$9.02	\$99.22
NETWORK ADMINISTRATOR	\$61.08	\$7.94	\$6.90	\$75.92	\$17.10	\$7.82	\$86.00
OFFICE ACCOUNTANT	\$42.83	\$5.57	\$4.84	\$53.23	\$11.99	\$5.48	\$60.30
OFFICE ACCOUNTING OFFICER	\$55.76	\$7.25	\$6.30	\$69.30	\$15.61	\$7.14	\$78.50
OFFICE ACCOUNTING TECHNICIAN	\$35.96	\$4.67	\$4.06	\$44.69	\$10.07	\$4.60	\$50.62
OFFICE ADMINISTRATIVE AID	\$33.92	\$4.41	\$3.83	\$42.16	\$9.50	\$4.34	\$47.75
OFFICE ASSISTANT	\$35.45	\$4.61	\$4.01	\$44.06	\$9.92	\$4.54	\$49.91
OFFICE CLERK SUPERVISOR, TYPING	\$33.02	\$4.29	\$3.73	\$41.04	\$9.24	\$4.23	\$46.49
OFFICE CLERK, TYPING	\$27.11	\$3.52	\$3.06	\$33.69	\$7.59	\$3.47	\$38.16
OFFICE PROCUREMENT ASSISTANT	\$35.36	\$4.60	\$4.00	\$43.95	\$9.90	\$4.53	\$49.78
OPERATING SYSTEMS ANALYST	\$63.86	\$8.30	\$7.22	\$79.37	\$17.88	\$8.17	\$89.91
PREDICTIVE DATA ANALYST	\$63.85	\$8.30	\$7.22	\$79.37	\$17.88	\$8.17	\$89.90
PRINCIPAL GEOGRAPHIC INFORMATION SYSTEM ANALYST	\$79.91	\$10.39	\$9.03	\$99.32	\$22.37	\$10.23	\$112.51
PRINCIPAL INFORMATION SYSTEMS ANALYST	\$80.51	\$10.47	\$9.10	\$100.07	\$22.54	\$10.30	\$113.35
PRINCIPAL NETWORK SYSTEMS ANALYST	\$80.51	\$10.47	\$9.10	\$100.07	\$22.54	\$10.30	\$113.35
PRINCIPAL OPERATING SYSTEMS ANALYST	\$82.73	\$10.75	\$9.35	\$102.83	\$23.16	\$10.59	\$116.48
PRINCIPAL RADIATION PROTECTION SPECIALIST	\$64.97	\$8.45	\$7.34	\$80.75	\$18.19	\$8.32	\$91.47
PROGRAM ANALYST	\$65.93	\$8.57	\$7.45	\$81.94	\$18.46	\$8.44	\$92.82
PUBLIC HEALTH INVESTIGATOR	\$47.87	\$6.22	\$5.41	\$59.50	\$13.40	\$6.13	\$67.39
PUBLIC HEALTH MICROBIOLOGIST I	\$62.45	\$8.12	\$7.06	\$77.62	\$17.48	\$7.99	\$87.92
PUBLIC INFORMATION OFFICER	\$57.29	\$7.45	\$6.47	\$71.21	\$16.04	\$7.33	\$80.66

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
EMERGENCY RATE**

Temporary Personnel Title	Emergency Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
PUBLIC INFORMATION SPECIALIST	\$58.73	\$7.63	\$6.64	\$73.00	\$16.44	\$7.52	\$82.68
RADIATION PROTECTION SPECIALIST	\$59.89	\$7.79	\$6.77	\$74.44	\$16.77	\$7.67	\$84.33
RESEARCH ANALYST	\$49.05	\$6.38	\$5.54	\$60.97	\$13.73	\$6.28	\$69.06
RESEARCH ANALYST SUPERVISOR	\$62.61	\$8.14	\$7.07	\$77.82	\$17.53	\$8.01	\$88.15
RESEARCH ANALYST SUPERVISOR, BEHAVIOR SCIENCES	\$62.61	\$8.14	\$7.07	\$77.82	\$17.53	\$8.01	\$88.15
SECRETARY II	\$32.07	\$4.17	\$3.62	\$39.86	\$8.98	\$4.10	\$45.15
SECRETARY III	\$33.84	\$4.40	\$3.82	\$42.06	\$9.48	\$4.33	\$47.65
SENIOR ADMINISTRATIVE ANALYST	\$86.06	\$11.19	\$9.72	\$106.97	\$24.10	\$11.02	\$121.17
SENIOR ADMINISTRATIVE ASSISTANT	\$49.67	\$6.46	\$5.61	\$61.73	\$13.91	\$6.36	\$69.93
SENIOR APPLICATION DEVELOPER	\$67.41	\$8.76	\$7.62	\$83.79	\$18.87	\$8.63	\$94.91
SENIOR COMMUNITY WORKER	\$32.07	\$4.17	\$3.62	\$39.86	\$8.98	\$4.10	\$45.15
SENIOR DATA SCIENTIST	\$80.71	\$10.49	\$9.12	\$100.32	\$22.60	\$10.33	\$113.64
SENIOR ENVIRONMENTAL SPECIALIST	\$62.61	\$8.14	\$7.07	\$77.82	\$17.53	\$8.01	\$88.15
SENIOR GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$71.18	\$9.25	\$8.04	\$88.47	\$19.93	\$9.11	\$100.21
SENIOR HEALTH EDUCATOR	\$49.53	\$6.44	\$5.60	\$61.57	\$13.87	\$6.34	\$69.74
SENIOR INFORMATION SYSTEMS ANALYST	\$71.70	\$9.32	\$8.10	\$89.12	\$20.08	\$9.18	\$100.95
SENIOR IT AID	\$40.17	\$5.22	\$4.54	\$49.93	\$11.25	\$5.14	\$56.56
SENIOR IT TECHNICAL SUPPORT ANALYST	\$57.86	\$7.52	\$6.54	\$71.91	\$16.20	\$7.41	\$81.46
SENIOR MARKETING ANALYST	\$62.30	\$8.10	\$7.04	\$77.43	\$17.44	\$7.97	\$87.71
SENIOR NETWORK SYSTEMS ADMINISTRATOR	\$68.09	\$8.85	\$7.69	\$84.63	\$19.06	\$8.71	\$95.86
SENIOR OFFICE CLERK	\$29.81	\$3.87	\$3.37	\$37.05	\$8.35	\$3.82	\$41.97
SENIOR OFFICE CLERK, TYPIST	\$30.56	\$3.97	\$3.45	\$37.98	\$8.56	\$3.91	\$43.02
SENIOR OPERATING SYSTEMS ANALYST	\$73.31	\$9.53	\$8.28	\$91.12	\$20.53	\$9.38	\$103.21
SENIOR PROGRAM ANALYST	\$79.91	\$10.39	\$9.03	\$99.32	\$22.37	\$10.23	\$112.51
SENIOR RADIATION PROTECTION SPECIALIST	\$56.73	\$7.37	\$6.41	\$70.52	\$15.88	\$7.26	\$79.88
SENIOR RESEARCH ANALYST	\$62.76	\$8.16	\$7.09	\$78.01	\$17.57	\$8.03	\$88.37

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
EMERGENCY RATE**

Temporary Personnel Title	Emergency Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
SENIOR SECRETARY III	\$42.20	\$5.49	\$4.77	\$52.45	\$11.81	\$5.40	\$59.41
SENIOR STAFF ANALYST, HEALTH	\$79.91	\$10.39	\$9.03	\$99.32	\$22.37	\$10.23	\$112.51
SENIOR SYSTEMS ANALYST	\$58.86	\$7.65	\$6.65	\$73.16	\$16.48	\$7.53	\$82.87
SENIOR SYSTEMS SUPERVISOR	\$71.70	\$9.32	\$8.10	\$89.12	\$20.08	\$9.18	\$100.95
SENIOR TECHNOLOGY TECHNICAL SUPPORT	\$64.49	\$8.38	\$7.29	\$80.15	\$18.06	\$8.25	\$90.79
SENIOR WAREHOUSE WORKER	\$36.32	\$4.72	\$4.10	\$45.14	\$10.17	\$4.65	\$51.13
SPANISH MEDIA TRANSLATOR	\$56.31	\$7.32	\$6.36	\$69.99	\$15.77	\$7.21	\$79.28
STAFF ASSISTANT II	\$42.83	\$5.57	\$4.84	\$53.23	\$11.99	\$5.48	\$60.30
STUDENT WORKER	\$25.43	\$3.31	\$2.87	\$31.60	\$7.12	\$3.25	\$35.80
SUPERVISING ENVIRONMENTAL SPECIALIST	\$52.17	\$6.78	\$5.89	\$64.84	\$14.61	\$6.68	\$73.45
SUPERVISING EPIDEMIOLOGIST	\$72.24	\$9.39	\$8.16	\$89.79	\$20.23	\$9.25	\$101.71
SUPERVISING PUBLIC HEALTH INVESTIGATOR	\$52.94	\$6.88	\$5.98	\$65.80	\$14.82	\$6.78	\$74.53
SUPERVISING TYPIST-CLERK	\$30.56	\$3.97	\$3.45	\$37.98	\$8.56	\$3.91	\$43.02
SYSTEMS ANALYST	\$54.81	\$7.13	\$6.19	\$68.13	\$15.35	\$7.02	\$77.17
TECHNOLOGY AID	\$34.17	\$4.44	\$3.86	\$42.47	\$9.57	\$4.37	\$48.11
TECHNOLOGY SECURITY SPECIALIST	\$80.51	\$10.47	\$9.10	\$100.07	\$22.54	\$10.30	\$113.35
TECHNOLOGY SPECIALIST	\$109.04	\$14.17	\$12.32	\$135.53	\$30.53	\$13.96	\$153.52
TECHNOLOGY SUPERVISOR	\$82.73	\$10.75	\$9.35	\$102.83	\$23.16	\$10.59	\$116.48
TECHNOLOGY TECHNICAL SUPPORT	\$51.90	\$6.75	\$5.86	\$64.51	\$14.53	\$6.64	\$73.08
VIDEO PRODUCTION SPECIALIST	\$52.94	\$6.88	\$5.98	\$65.80	\$14.82	\$6.78	\$74.53
WAREHOUSE WORKER	\$34.43	\$4.48	\$3.89	\$42.79	\$9.64	\$4.41	\$48.47

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
OVERTIME HOURLY RATE**

Temporary Personnel Title	Overtime Hourly Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
ACCOUNT CLERK I	\$31.88	\$4.14	\$3.60	\$39.62	\$8.93	\$4.08	\$44.88
ACCOUNTANT II	\$47.54	\$6.18	\$5.37	\$59.09	\$13.31	\$6.08	\$66.93
ACCOUNTING TECHNICIAN I	\$36.99	\$4.81	\$4.18	\$45.98	\$10.36	\$4.73	\$52.08
ADMINISTRATIVE ANALYST	\$75.18	\$9.77	\$8.50	\$93.45	\$21.05	\$9.62	\$105.86
ADMINISTRATIVE ASSISTANT	\$50.93	\$6.62	\$5.76	\$63.31	\$14.26	\$6.52	\$71.71
APPLICATION DEVELOPER	\$77.45	\$10.07	\$8.75	\$96.26	\$21.68	\$9.91	\$109.04
APPLICATION DEVELOPER SUPERVISOR	\$104.88	\$13.63	\$11.85	\$130.37	\$29.37	\$13.42	\$147.67
AREA ADMINISTRATOR	\$86.11	\$11.19	\$9.73	\$107.03	\$24.11	\$11.02	\$121.24
ASSISTANT HEALTH ANALYST	\$67.62	\$8.79	\$7.64	\$84.05	\$18.93	\$8.66	\$95.21
CASHIER	\$29.93	\$3.89	\$3.38	\$37.20	\$8.38	\$3.83	\$42.13
CHIEF EPIDEMIOLOGIST	\$105.67	\$13.74	\$11.94	\$131.34	\$29.59	\$13.53	\$148.78
CLINICAL LABORATORY SCIENTIST	\$67.62	\$8.79	\$7.64	\$84.05	\$18.93	\$8.66	\$95.21
COMMUNITY WORKER	\$32.16	\$4.18	\$3.63	\$39.98	\$9.00	\$4.12	\$45.28
CONTRACT PROGRAM ANALYST	\$61.58	\$8.01	\$6.96	\$76.55	\$17.24	\$7.88	\$86.71
CONTRACT PROGRAM MONITOR	\$62.65	\$8.14	\$7.08	\$77.88	\$17.54	\$8.02	\$88.21
DATA SCIENTIST	\$87.39	\$11.36	\$9.88	\$108.63	\$24.47	\$11.19	\$123.05
DATA SCIENTIST SUPERVISOR	\$111.83	\$14.54	\$12.64	\$139.00	\$31.31	\$14.31	\$157.45
DENTAL HYGIENIST	\$55.79	\$7.25	\$6.30	\$69.35	\$15.62	\$7.14	\$78.56
DISASTER SERVICE ANALYST	\$67.29	\$8.75	\$7.60	\$83.65	\$18.84	\$8.61	\$94.75
DRIVER	\$30.19	\$3.92	\$3.41	\$37.52	\$8.45	\$3.86	\$42.50
ENVIRONMENTAL HEALTH SPECIALIST IV	\$62.81	\$8.16	\$7.10	\$78.07	\$17.59	\$8.04	\$88.43
ENVIRONMENTAL HEALTH STAFF SPECIALIST	\$62.81	\$8.16	\$7.10	\$78.07	\$17.59	\$8.04	\$88.43
ENVIRONMENTAL HEALTH TECHNICIAN	\$36.18	\$4.70	\$4.09	\$44.97	\$10.13	\$4.63	\$50.94
ENVIRONMENTAL SPECIALIST	\$55.45	\$7.21	\$6.27	\$68.93	\$15.53	\$7.10	\$78.08
EPIDEMIOLOGIST	\$85.06	\$11.06	\$9.61	\$105.72	\$23.82	\$10.89	\$119.76
EPIDEMIOLOGY ANALYST	\$62.19	\$8.08	\$7.03	\$77.30	\$17.41	\$7.96	\$87.56

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
OVERTIME HOURLY RATE**

Temporary Personnel Title	Overtime Hourly Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
FIELD SAFETY ASSISTANT	\$48.19	\$6.26	\$5.45	\$59.90	\$13.49	\$6.17	\$67.85
FIELD SAFETY INSPECTOR	\$56.70	\$7.37	\$6.41	\$70.48	\$15.88	\$7.26	\$79.83
FINANCIAL SPECIALIST I	\$48.12	\$6.26	\$5.44	\$59.81	\$13.47	\$6.16	\$67.75
FINANCIAL SPECIALIST III	\$63.72	\$8.28	\$7.20	\$79.20	\$17.84	\$8.16	\$89.72
GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$68.13	\$8.86	\$7.70	\$84.69	\$19.08	\$8.72	\$95.93
GEOGRAPHIC INFORMATION SYSTEMS MANAGER II	\$120.74	\$15.70	\$13.64	\$150.07	\$33.81	\$15.45	\$169.99
GEOGRAPHIC INFORMATION SYSTEM TECHNICIAN II	\$77.45	\$10.07	\$8.75	\$96.26	\$21.68	\$9.91	\$109.04
GRAPHIC ARTIST	\$45.36	\$5.90	\$5.13	\$56.38	\$12.70	\$5.81	\$63.86
HEAD GRAPHIC ARTIST	\$50.55	\$6.57	\$5.71	\$62.83	\$14.15	\$6.47	\$71.17
HEAD, MEDIA SERVICES	\$73.00	\$9.49	\$8.25	\$90.73	\$20.44	\$9.34	\$102.78
HEALTH ANALYST	\$75.37	\$9.80	\$8.52	\$93.68	\$21.10	\$9.65	\$106.12
HEALTH EDUCATOR	\$54.89	\$7.14	\$6.20	\$68.22	\$15.37	\$7.03	\$77.28
HEALTH EDUCATOR ASSISTANT	\$41.01	\$5.33	\$4.63	\$50.97	\$11.48	\$5.25	\$57.74
INDUSTRIAL HYGIENIST	\$65.66	\$8.54	\$7.42	\$81.61	\$18.38	\$8.40	\$92.44
INFECTION PREVENTIONIST	\$91.59	\$11.91	\$10.35	\$113.85	\$25.65	\$11.72	\$128.96
INFORMATION TECHNOLOGY BUSINESS ANALYST I	\$96.69	\$12.57	\$10.93	\$120.19	\$27.07	\$12.38	\$136.14
INFORMATION TECHNOLOGY MANAGER III	\$129.80	\$16.87	\$14.67	\$161.34	\$36.34	\$16.61	\$182.75
JUNIOR ADMINISTRATIVE ANALYST	\$69.31	\$9.01	\$7.83	\$86.15	\$19.41	\$8.87	\$97.59
JUNIOR ADMINISTRATIVE ASSISTANT	\$40.45	\$5.26	\$4.57	\$50.28	\$11.33	\$5.18	\$56.95
JUNIOR APPLICATION DEVELOPER	\$73.36	\$9.54	\$8.29	\$91.18	\$20.54	\$9.39	\$103.29
JUNIOR ENVIRONMENTAL SPECIALIST	\$40.44	\$5.26	\$4.57	\$50.27	\$11.32	\$5.18	\$56.94
JUNIOR OFFICE CLERK	\$30.66	\$3.99	\$3.46	\$38.11	\$8.58	\$3.92	\$43.17
JUNIOR PROGRAM ANALYST	\$67.62	\$8.79	\$7.64	\$84.05	\$18.93	\$8.66	\$95.21
JUNIOR RESEARCH ANALYST	\$47.48	\$6.17	\$5.36	\$59.01	\$13.29	\$6.08	\$66.85
JUNIOR SYSTEMS ANALYST	\$60.23	\$7.83	\$6.81	\$74.86	\$16.86	\$7.71	\$84.80
JUNIOR TECHNOLOGY SPECIALIST	\$124.35	\$16.17	\$14.05	\$154.56	\$34.82	\$15.92	\$175.08

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
OVERTIME HOURLY RATE**

Temporary Personnel Title	Overtime Hourly Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
JUNIOR TECHNOLOGY TECHNICAL SUPPORT	\$61.12	\$7.95	\$6.91	\$75.98	\$17.11	\$7.82	\$86.06
JUNIOR WAREHOUSE WORKER	\$35.30	\$4.59	\$3.99	\$43.88	\$9.89	\$4.52	\$49.71
LABORATORY ASSISTANT	\$29.68	\$3.86	\$3.35	\$36.89	\$8.31	\$3.80	\$41.79
MANAGEMENT ANALYST	\$57.47	\$7.47	\$6.49	\$71.43	\$16.09	\$7.36	\$80.91
MANAGEMENT SECRETARY III	\$53.78	\$6.99	\$6.08	\$66.84	\$15.06	\$6.88	\$75.72
MEDICAL TECHNOLOGIST, LAB INFORMATION SYSTEMS	\$92.50	\$12.02	\$10.45	\$114.98	\$25.90	\$11.84	\$130.24
NETWORK ADMINISTRATOR	\$80.17	\$10.42	\$9.06	\$99.65	\$22.45	\$10.26	\$112.88
OFFICE ACCOUNTANT	\$44.74	\$5.82	\$5.06	\$55.61	\$12.53	\$5.73	\$62.99
OFFICE ACCOUNTING OFFICER	\$63.74	\$8.29	\$7.20	\$79.23	\$17.85	\$8.16	\$89.75
OFFICE ACCOUNTING TECHNICIAN	\$41.11	\$5.34	\$4.64	\$51.09	\$11.51	\$5.26	\$57.88
OFFICE ADMINISTRATIVE AID	\$35.41	\$4.60	\$4.00	\$44.02	\$9.92	\$4.53	\$49.86
OFFICE ASSISTANT	\$40.50	\$5.27	\$4.58	\$50.35	\$11.34	\$5.18	\$57.03
OFFICE CLERK SUPERVISOR, TYPING	\$38.32	\$4.98	\$4.33	\$47.63	\$10.73	\$4.90	\$53.95
OFFICE CLERK, TYPING	\$31.41	\$4.08	\$3.55	\$39.05	\$8.80	\$4.02	\$44.23
OFFICE PROCUREMENT ASSISTANT	\$40.40	\$5.25	\$4.57	\$50.22	\$11.31	\$5.17	\$56.89
OPERATING SYSTEMS ANALYST	\$73.00	\$9.49	\$8.25	\$90.73	\$20.44	\$9.34	\$102.78
PREDICTIVE DATA ANALYST	\$83.81	\$10.89	\$9.47	\$104.17	\$23.47	\$10.73	\$118.00
PRINCIPAL GEOGRAPHIC INFORMATION SYSTEM ANALYST	\$104.88	\$13.63	\$11.85	\$130.37	\$29.37	\$13.42	\$147.67
PRINCIPAL INFORMATION SYSTEMS ANALYST	\$105.67	\$13.74	\$11.94	\$131.34	\$29.59	\$13.53	\$148.78
PRINCIPAL NETWORK SYSTEMS ANALYST	\$105.67	\$13.74	\$11.94	\$131.34	\$29.59	\$13.53	\$148.78
PRINCIPAL OPERATING SYSTEMS ANALYST	\$108.57	\$14.11	\$12.27	\$134.95	\$30.40	\$13.90	\$152.86
PRINCIPAL RADIATION PROTECTION SPECIALIST	\$74.27	\$9.65	\$8.39	\$92.31	\$20.79	\$9.51	\$104.57
PROGRAM ANALYST	\$75.37	\$9.80	\$8.52	\$93.68	\$21.10	\$9.65	\$106.12
PUBLIC HEALTH INVESTIGATOR	\$53.05	\$6.90	\$5.99	\$65.94	\$14.85	\$6.79	\$74.69
PUBLIC HEALTH MICROBIOLOGIST I	\$69.23	\$9.00	\$7.82	\$86.05	\$19.38	\$8.86	\$97.47
PUBLIC INFORMATION OFFICER	\$65.49	\$8.51	\$7.40	\$81.41	\$18.34	\$8.38	\$92.21

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
OVERTIME HOURLY RATE**

Temporary Personnel Title	Overtime Hourly Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
PUBLIC INFORMATION SPECIALIST	\$67.13	\$8.73	\$7.59	\$83.44	\$18.80	\$8.59	\$94.52
RADIATION PROTECTION SPECIALIST	\$62.57	\$8.13	\$7.07	\$77.77	\$17.52	\$8.01	\$88.09
RESEARCH ANALYST	\$54.37	\$7.07	\$6.14	\$67.58	\$15.22	\$6.96	\$76.55
RESEARCH ANALYST SUPERVISOR	\$71.57	\$9.30	\$8.09	\$88.96	\$20.04	\$9.16	\$100.77
RESEARCH ANALYST SUPERVISOR, BEHAVIOR SCIENCES	\$71.57	\$9.30	\$8.09	\$88.96	\$20.04	\$9.16	\$100.77
SECRETARY II	\$37.20	\$4.84	\$4.20	\$46.24	\$10.42	\$4.76	\$52.38
SECRETARY III	\$39.27	\$5.11	\$4.44	\$48.81	\$11.00	\$5.03	\$55.29
SENIOR ADMINISTRATIVE ANALYST	\$98.37	\$12.79	\$11.12	\$122.27	\$27.54	\$12.59	\$138.50
SENIOR ADMINISTRATIVE ASSISTANT	\$56.77	\$7.38	\$6.41	\$70.56	\$15.90	\$7.27	\$79.93
SENIOR APPLICATION DEVELOPER	\$88.48	\$11.50	\$10.00	\$109.98	\$24.77	\$11.32	\$124.57
SENIOR COMMUNITY WORKER	\$39.04	\$5.07	\$4.41	\$48.52	\$10.93	\$5.00	\$54.96
SENIOR DATA SCIENTIST	\$105.93	\$13.77	\$11.97	\$131.67	\$29.66	\$13.56	\$149.14
SENIOR ENVIRONMENTAL SPECIALIST	\$71.57	\$9.30	\$8.09	\$88.96	\$20.04	\$9.16	\$100.77
SENIOR GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$88.47	\$11.50	\$10.00	\$109.97	\$24.77	\$11.32	\$124.57
SENIOR HEALTH EDUCATOR	\$56.63	\$7.36	\$6.40	\$70.39	\$15.86	\$7.25	\$79.73
SENIOR INFORMATION SYSTEMS ANALYST	\$94.11	\$12.23	\$10.63	\$116.97	\$26.35	\$12.05	\$132.50
SENIOR IT AID	\$52.72	\$6.85	\$5.96	\$65.53	\$14.76	\$6.75	\$74.23
SENIOR IT TECHNICAL SUPPORT ANALYST	\$75.93	\$9.87	\$8.58	\$94.38	\$21.26	\$9.72	\$106.91
SENIOR MARKETING ANALYST	\$71.22	\$9.26	\$8.05	\$88.52	\$19.94	\$9.12	\$100.28
SENIOR NETWORK SYSTEMS ADMINISTRATOR	\$89.35	\$11.62	\$10.10	\$111.07	\$25.02	\$11.44	\$125.81
SENIOR OFFICE CLERK	\$34.57	\$4.49	\$3.91	\$42.97	\$9.68	\$4.42	\$48.67
SENIOR OFFICE CLERK, TYPIST	\$35.43	\$4.61	\$4.00	\$44.03	\$9.92	\$4.53	\$49.88
SENIOR OPERATING SYSTEMS ANALYST	\$96.22	\$12.51	\$10.87	\$119.60	\$26.94	\$12.32	\$135.47
SENIOR PROGRAM ANALYST	\$91.36	\$11.88	\$10.32	\$113.55	\$25.58	\$11.69	\$128.63
SENIOR RADIATION PROTECTION SPECIALIST	\$64.86	\$8.43	\$7.33	\$80.62	\$18.16	\$8.30	\$91.32
SENIOR RESEARCH ANALYST	\$67.51	\$8.78	\$7.63	\$83.92	\$18.90	\$8.64	\$95.06

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
OVERTIME HOURLY RATE**

Temporary Personnel Title	Overtime Hourly Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
SENIOR SECRETARY III	\$48.24	\$6.27	\$5.45	\$59.96	\$13.51	\$6.17	\$67.92
SENIOR STAFF ANALYST, HEALTH	\$91.35	\$11.88	\$10.32	\$113.55	\$25.58	\$11.69	\$128.62
SENIOR SYSTEMS ANALYST	\$77.26	\$10.04	\$8.73	\$96.03	\$21.63	\$9.89	\$108.78
SENIOR SYSTEMS SUPERVISOR	\$94.11	\$12.23	\$10.63	\$116.97	\$26.35	\$12.05	\$132.50
SENIOR TECHNOLOGY TECHNICAL SUPPORT	\$84.63	\$11.00	\$9.56	\$105.20	\$23.70	\$10.83	\$119.17
SENIOR WAREHOUSE WORKER	\$41.51	\$5.40	\$4.69	\$51.59	\$11.62	\$5.31	\$58.44
SPANISH MEDIA TRANSLATOR	\$64.37	\$8.37	\$7.27	\$80.01	\$18.02	\$8.24	\$90.64
STAFF ASSISTANT II	\$48.96	\$6.36	\$5.53	\$60.86	\$13.71	\$6.27	\$68.94
STUDENT WORKER	\$25.43	\$3.31	\$2.87	\$31.60	\$7.12	\$3.25	\$35.80
SUPERVISING ENVIRONMENTAL SPECIALIST	\$59.64	\$7.75	\$6.74	\$74.13	\$16.70	\$7.63	\$83.97
SUPERVISING EPIDEMIOLOGIST	\$100.09	\$13.01	\$11.31	\$124.41	\$28.02	\$12.81	\$140.93
SUPERVISING PUBLIC HEALTH INVESTIGATOR	\$60.53	\$7.87	\$6.84	\$75.23	\$16.95	\$7.75	\$85.22
SUPERVISING TYPIST-CLERK	\$35.43	\$4.61	\$4.00	\$44.04	\$9.92	\$4.54	\$49.89
SYSTEMS ANALYST	\$71.93	\$9.35	\$8.13	\$89.41	\$20.14	\$9.21	\$101.27
TECHNOLOGY AID	\$44.81	\$5.82	\$5.06	\$55.69	\$12.55	\$5.74	\$63.09
TECHNOLOGY SECURITY SPECIALIST	\$105.67	\$13.74	\$11.94	\$131.34	\$29.59	\$13.53	\$148.78
TECHNOLOGY SPECIALIST	\$143.11	\$18.60	\$16.17	\$177.89	\$40.07	\$18.32	\$201.50
TECHNOLOGY SUPERVISOR	\$108.57	\$14.11	\$12.27	\$134.95	\$30.40	\$13.90	\$152.86
TECHNOLOGY TECHNICAL SUPPORT	\$68.13	\$8.86	\$7.70	\$84.69	\$19.08	\$8.72	\$95.93
VIDEO PRODUCTION SPECIALIST	\$60.53	\$7.87	\$6.84	\$75.23	\$16.95	\$7.75	\$85.22
WAREHOUSE WORKER	\$39.33	\$5.11	\$4.44	\$48.89	\$11.01	\$5.03	\$55.37

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
OVERTIME EMERGENCY RATE**

Temporary Personnel Title	Overtime Emergency Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
ACCOUNT CLERK I	\$41.27	\$5.36	\$4.66	\$51.29	\$11.55	\$5.28	\$58.10
ACCOUNTANT II	\$62.37	\$8.11	\$7.05	\$77.53	\$17.46	\$7.98	\$87.82
ACCOUNTING TECHNICIAN I	\$48.58	\$6.32	\$5.49	\$60.38	\$13.60	\$6.22	\$68.40
ADMINISTRATIVE ANALYST	\$98.64	\$12.82	\$11.15	\$122.61	\$27.62	\$12.63	\$138.89
ADMINISTRATIVE ASSISTANT	\$66.83	\$8.69	\$7.55	\$83.06	\$18.71	\$8.55	\$94.09
APPLICATION DEVELOPER	\$93.44	\$12.15	\$10.56	\$116.15	\$26.16	\$11.96	\$131.57
APPLICATION DEVELOPER SUPERVISOR	\$119.86	\$15.58	\$13.54	\$148.98	\$33.56	\$15.34	\$168.76
AREA ADMINISTRATOR	\$112.97	\$14.69	\$12.77	\$140.42	\$31.63	\$14.46	\$159.07
ASSISTANT HEALTH ANALYST	\$88.72	\$11.53	\$10.03	\$110.28	\$24.84	\$11.36	\$124.91
CASHIER	\$38.75	\$5.04	\$4.38	\$48.16	\$10.85	\$4.96	\$54.55
CHIEF EPIDEMIOLOGIST	\$114.39	\$14.87	\$12.93	\$142.19	\$32.03	\$14.64	\$161.06
CLINICAL LABORATORY SCIENTIST	\$88.72	\$11.53	\$10.03	\$110.28	\$24.84	\$11.36	\$124.91
COMMUNITY WORKER	\$39.69	\$5.16	\$4.48	\$49.33	\$11.11	\$5.08	\$55.88
CONTRACT PROGRAM ANALYST	\$80.80	\$10.50	\$9.13	\$100.43	\$22.62	\$10.34	\$113.76
CONTRACT PROGRAM MONITOR	\$82.22	\$10.69	\$9.29	\$102.19	\$23.02	\$10.52	\$115.76
DATA SCIENTIST	\$114.67	\$14.91	\$12.96	\$142.53	\$32.11	\$14.68	\$161.45
DATA SCIENTIST SUPERVISOR	\$127.81	\$16.62	\$14.44	\$158.87	\$35.79	\$16.36	\$179.96
DENTAL HYGIENIST	\$73.22	\$9.52	\$8.27	\$91.01	\$20.50	\$9.37	\$103.09
DISASTER SERVICE ANALYST	\$88.29	\$11.48	\$9.98	\$109.74	\$24.72	\$11.30	\$124.31
DRIVER	\$39.69	\$5.16	\$4.48	\$49.33	\$11.11	\$5.08	\$55.88
ENVIRONMENTAL HEALTH SPECIALIST IV	\$82.42	\$10.71	\$9.31	\$102.44	\$23.08	\$10.55	\$116.04
ENVIRONMENTAL HEALTH STAFF SPECIALIST	\$82.42	\$10.71	\$9.31	\$102.44	\$23.08	\$10.55	\$116.04
ENVIRONMENTAL HEALTH TECHNICIAN	\$47.52	\$6.18	\$5.37	\$59.07	\$13.31	\$6.08	\$66.91
ENVIRONMENTAL SPECIALIST	\$75.04	\$9.75	\$8.48	\$93.27	\$21.01	\$9.60	\$105.65
EPIDEMIOLOGIST	\$97.20	\$12.64	\$10.98	\$120.82	\$27.22	\$12.44	\$136.86
EPIDEMIOLOGY ANALYST	\$71.08	\$9.24	\$8.03	\$88.35	\$19.90	\$9.10	\$100.08

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
OVERTIME EMERGENCY RATE**

Temporary Personnel Title	Overtime Emergency Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
FIELD SAFETY ASSISTANT	\$65.21	\$8.48	\$7.37	\$81.05	\$18.26	\$8.35	\$91.81
FIELD SAFETY INSPECTOR	\$76.73	\$9.97	\$8.67	\$95.37	\$21.48	\$9.82	\$108.03
FINANCIAL SPECIALIST I	\$63.14	\$8.21	\$7.13	\$78.48	\$17.68	\$8.08	\$88.89
FINANCIAL SPECIALIST III	\$78.44	\$10.20	\$8.86	\$97.49	\$21.96	\$10.04	\$110.44
GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$82.22	\$10.69	\$9.29	\$102.19	\$23.02	\$10.52	\$115.76
GEOGRAPHIC INFORMATION SYSTEMS MANAGER II	\$181.10	\$23.54	\$20.46	\$225.11	\$50.71	\$23.18	\$254.99
GEOGRAPHIC INFORMATION SYSTEM TECHNICIAN II	\$93.44	\$12.15	\$10.56	\$116.15	\$26.16	\$11.96	\$131.57
GRAPHIC ARTIST	\$59.51	\$7.74	\$6.72	\$73.97	\$16.66	\$7.62	\$83.79
HEAD GRAPHIC ARTIST	\$66.33	\$8.62	\$7.50	\$82.45	\$18.57	\$8.49	\$93.39
HEAD, MEDIA SERVICES	\$95.78	\$12.45	\$10.82	\$119.06	\$26.82	\$12.26	\$134.86
HEALTH ANALYST	\$98.89	\$12.86	\$11.17	\$122.92	\$27.69	\$12.66	\$139.23
HEALTH EDUCATOR	\$76.52	\$9.95	\$8.65	\$95.12	\$21.43	\$9.79	\$107.74
HEALTH EDUCATOR ASSISTANT	\$53.82	\$7.00	\$6.08	\$66.90	\$15.07	\$6.89	\$75.78
INDUSTRIAL HYGIENIST	\$86.15	\$11.20	\$9.74	\$107.09	\$24.12	\$11.03	\$121.30
INFECTION PREVENTIONIST	\$112.99	\$14.69	\$12.77	\$140.45	\$31.64	\$14.46	\$159.10
INFORMATION TECHNOLOGY BUSINESS ANALYST I	\$110.50	\$14.36	\$12.49	\$137.35	\$30.94	\$14.14	\$155.58
INFORMATION TECHNOLOGY MANAGER III	\$194.69	\$25.31	\$22.00	\$242.00	\$54.51	\$24.92	\$274.13
JUNIOR ADMINISTRATIVE ANALYST	\$90.95	\$11.82	\$10.28	\$113.04	\$25.46	\$11.64	\$128.05
JUNIOR ADMINISTRATIVE ASSISTANT	\$54.74	\$7.12	\$6.19	\$68.04	\$15.33	\$7.01	\$77.08
JUNIOR APPLICATION DEVELOPER	\$88.52	\$11.51	\$10.00	\$110.02	\$24.78	\$11.33	\$124.63
JUNIOR ENVIRONMENTAL SPECIALIST	\$58.06	\$7.55	\$6.56	\$72.17	\$16.26	\$7.43	\$81.75
JUNIOR OFFICE CLERK	\$39.69	\$5.16	\$4.48	\$49.33	\$11.11	\$5.08	\$55.88
JUNIOR PROGRAM ANALYST	\$88.72	\$11.53	\$10.03	\$110.28	\$24.84	\$11.36	\$124.91
JUNIOR RESEARCH ANALYST	\$64.24	\$8.35	\$7.26	\$79.85	\$17.99	\$8.22	\$90.45
JUNIOR SYSTEMS ANALYST	\$68.83	\$8.95	\$7.78	\$85.55	\$19.27	\$8.81	\$96.91
JUNIOR TECHNOLOGY SPECIALIST	\$142.11	\$18.47	\$16.06	\$176.64	\$39.79	\$18.19	\$200.09

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
OVERTIME EMERGENCY RATE**

Temporary Personnel Title	Overtime Emergency Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
JUNIOR TECHNOLOGY TECHNICAL SUPPORT	\$69.86	\$9.08	\$7.89	\$86.84	\$19.56	\$8.94	\$98.37
JUNIOR WAREHOUSE WORKER	\$46.40	\$6.03	\$5.24	\$57.67	\$12.99	\$5.94	\$65.32
LABORATORY ASSISTANT	\$39.04	\$5.07	\$4.41	\$48.52	\$10.93	\$5.00	\$54.96
MANAGEMENT ANALYST	\$75.40	\$9.80	\$8.52	\$93.72	\$21.11	\$9.65	\$106.16
MANAGEMENT SECRETARY III	\$70.56	\$9.17	\$7.97	\$87.71	\$19.76	\$9.03	\$99.35
MEDICAL TECHNOLOGIST, LAB INFORMATION SYSTEMS	\$105.71	\$13.74	\$11.94	\$131.39	\$29.60	\$13.53	\$148.83
NETWORK ADMINISTRATOR	\$91.62	\$11.91	\$10.35	\$113.88	\$25.65	\$11.73	\$129.00
OFFICE ACCOUNTANT	\$64.24	\$8.35	\$7.26	\$79.85	\$17.99	\$8.22	\$90.45
OFFICE ACCOUNTING OFFICER	\$83.63	\$10.87	\$9.45	\$103.96	\$23.42	\$10.70	\$117.75
OFFICE ACCOUNTING TECHNICIAN	\$53.93	\$7.01	\$6.09	\$67.04	\$15.10	\$6.90	\$75.94
OFFICE ADMINISTRATIVE AID	\$50.87	\$6.61	\$5.75	\$63.23	\$14.24	\$6.51	\$71.63
OFFICE ASSISTANT	\$53.17	\$6.91	\$6.01	\$66.09	\$14.89	\$6.81	\$74.86
OFFICE CLERK SUPERVISOR, TYPING	\$49.52	\$6.44	\$5.60	\$61.56	\$13.87	\$6.34	\$69.73
OFFICE CLERK, TYPING	\$40.66	\$5.29	\$4.59	\$50.54	\$11.38	\$5.20	\$57.25
OFFICE PROCUREMENT ASSISTANT	\$53.03	\$6.89	\$5.99	\$65.92	\$14.85	\$6.79	\$74.67
OPERATING SYSTEMS ANALYST	\$95.78	\$12.45	\$10.82	\$119.06	\$26.82	\$12.26	\$134.86
PREDICTIVE DATA ANALYST	\$95.78	\$12.45	\$10.82	\$119.05	\$26.82	\$12.26	\$134.86
PRINCIPAL GEOGRAPHIC INFORMATION SYSTEM ANALYST	\$119.86	\$15.58	\$13.54	\$148.98	\$33.56	\$15.34	\$168.76
PRINCIPAL INFORMATION SYSTEMS ANALYST	\$120.76	\$15.70	\$13.65	\$150.10	\$33.81	\$15.46	\$170.03
PRINCIPAL NETWORK SYSTEMS ANALYST	\$120.76	\$15.70	\$13.65	\$150.10	\$33.81	\$15.46	\$170.03
PRINCIPAL OPERATING SYSTEMS ANALYST	\$124.09	\$16.13	\$14.02	\$154.24	\$34.74	\$15.88	\$174.72
PRINCIPAL RADIATION PROTECTION SPECIALIST	\$97.45	\$12.67	\$11.01	\$121.13	\$27.29	\$12.47	\$137.21
PROGRAM ANALYST	\$98.89	\$12.86	\$11.17	\$122.92	\$27.69	\$12.66	\$139.23
PUBLIC HEALTH INVESTIGATOR	\$71.80	\$9.33	\$8.11	\$89.24	\$20.10	\$9.19	\$101.09
PUBLIC HEALTH MICROBIOLOGIST I	\$93.67	\$12.18	\$10.58	\$116.43	\$26.23	\$11.99	\$131.88
PUBLIC INFORMATION OFFICER	\$85.93	\$11.17	\$9.71	\$106.81	\$24.06	\$11.00	\$120.99

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
OVERTIME EMERGENCY RATE**

Temporary Personnel Title	Overtime Emergency Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
PUBLIC INFORMATION SPECIALIST	\$88.09	\$11.45	\$9.95	\$109.49	\$24.66	\$11.28	\$124.03
RADIATION PROTECTION SPECIALIST	\$89.84	\$11.68	\$10.15	\$111.67	\$25.15	\$11.50	\$126.49
RESEARCH ANALYST	\$73.58	\$9.56	\$8.31	\$91.45	\$20.60	\$9.42	\$103.59
RESEARCH ANALYST SUPERVISOR	\$93.92	\$12.21	\$10.61	\$116.74	\$26.30	\$12.02	\$132.23
RESEARCH ANALYST SUPERVISOR, BEHAVIOR SCIENCES	\$93.92	\$12.21	\$10.61	\$116.74	\$26.30	\$12.02	\$132.23
SECRETARY II	\$48.11	\$6.25	\$5.44	\$59.79	\$13.47	\$6.16	\$67.73
SECRETARY III	\$50.76	\$6.60	\$5.74	\$63.09	\$14.21	\$6.50	\$71.47
SENIOR ADMINISTRATIVE ANALYST	\$129.08	\$16.78	\$14.59	\$160.45	\$36.14	\$16.52	\$181.75
SENIOR ADMINISTRATIVE ASSISTANT	\$74.50	\$9.68	\$8.42	\$92.60	\$20.86	\$9.54	\$104.89
SENIOR APPLICATION DEVELOPER	\$101.12	\$13.14	\$11.43	\$125.69	\$28.31	\$12.94	\$142.37
SENIOR COMMUNITY WORKER	\$48.11	\$6.25	\$5.44	\$59.79	\$13.47	\$6.16	\$67.73
SENIOR DATA SCIENTIST	\$121.06	\$15.74	\$13.68	\$150.48	\$33.90	\$15.50	\$170.46
SENIOR ENVIRONMENTAL SPECIALIST	\$93.92	\$12.21	\$10.61	\$116.74	\$26.30	\$12.02	\$132.23
SENIOR GEOGRAPHIC INFORMATION SYSTEMS ANALYST	\$106.76	\$13.88	\$12.06	\$132.71	\$29.89	\$13.67	\$150.32
SENIOR HEALTH EDUCATOR	\$74.30	\$9.66	\$8.40	\$92.35	\$20.80	\$9.51	\$104.61
SENIOR INFORMATION SYSTEMS ANALYST	\$107.55	\$13.98	\$12.15	\$133.68	\$30.11	\$13.77	\$151.43
SENIOR IT AID	\$60.26	\$7.83	\$6.81	\$74.90	\$16.87	\$7.71	\$84.84
SENIOR IT TECHNICAL SUPPORT ANALYST	\$86.78	\$11.28	\$9.81	\$107.87	\$24.30	\$11.11	\$122.19
SENIOR MARKETING ANALYST	\$93.44	\$12.15	\$10.56	\$116.15	\$26.16	\$11.96	\$131.57
SENIOR NETWORK SYSTEMS ADMINISTRATOR	\$102.13	\$13.28	\$11.54	\$126.94	\$28.60	\$13.07	\$143.80
SENIOR OFFICE CLERK	\$44.71	\$5.81	\$5.05	\$55.57	\$12.52	\$5.72	\$62.95
SENIOR OFFICE CLERK, TYPIST	\$45.83	\$5.96	\$5.18	\$56.97	\$12.83	\$5.87	\$64.53
SENIOR OPERATING SYSTEMS ANALYST	\$109.96	\$14.29	\$12.43	\$136.68	\$30.79	\$14.07	\$154.82
SENIOR PROGRAM ANALYST	\$119.86	\$15.58	\$13.54	\$148.98	\$33.56	\$15.34	\$168.76
SENIOR RADIATION PROTECTION SPECIALIST	\$85.10	\$11.06	\$9.62	\$105.77	\$23.83	\$10.89	\$119.81
SENIOR RESEARCH ANALYST	\$94.14	\$12.24	\$10.64	\$117.02	\$26.36	\$12.05	\$132.55

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES
OVERTIME EMERGENCY RATE**

Temporary Personnel Title	Overtime Emergency Rate	Up to 25 hours per week			40+ hour per week		
		Employee Benefits (13%)	Indirect Cost (Rate + EB) * 10%	Total	Employee Benefits (28%)	Indirect Cost (Rate + EB) * 10%	Total
SENIOR SECRETARY III	\$63.29	\$8.23	\$7.15	\$78.67	\$17.72	\$8.10	\$89.12
SENIOR STAFF ANALYST, HEALTH	\$119.86	\$15.58	\$13.54	\$148.98	\$33.56	\$15.34	\$168.76
SENIOR SYSTEMS ANALYST	\$88.29	\$11.48	\$9.98	\$109.74	\$24.72	\$11.30	\$124.31
SENIOR SYSTEMS SUPERVISOR	\$107.55	\$13.98	\$12.15	\$133.68	\$30.11	\$13.77	\$151.43
SENIOR TECHNOLOGY TECHNICAL SUPPORT	\$96.73	\$12.57	\$10.93	\$120.23	\$27.08	\$12.38	\$136.19
SENIOR WAREHOUSE WORKER	\$54.47	\$7.08	\$6.16	\$67.71	\$15.25	\$6.97	\$76.70
SPANISH MEDIA TRANSLATOR	\$84.47	\$10.98	\$9.54	\$104.99	\$23.65	\$10.81	\$118.93
STAFF ASSISTANT II	\$64.24	\$8.35	\$7.26	\$79.85	\$17.99	\$8.22	\$90.45
STUDENT WORKER	\$38.14	\$4.96	\$4.31	\$47.40	\$10.68	\$4.88	\$53.70
SUPERVISING ENVIRONMENTAL SPECIALIST	\$78.25	\$10.17	\$8.84	\$97.26	\$21.91	\$10.02	\$110.17
SUPERVISING EPIDEMIOLOGIST	\$108.36	\$14.09	\$12.24	\$134.69	\$30.34	\$13.87	\$152.57
SUPERVISING PUBLIC HEALTH INVESTIGATOR	\$79.40	\$10.32	\$8.97	\$98.70	\$22.23	\$10.16	\$111.80
SUPERVISING TYPIST-CLERK	\$45.83	\$5.96	\$5.18	\$56.97	\$12.83	\$5.87	\$64.53
SYSTEMS ANALYST	\$82.22	\$10.69	\$9.29	\$102.19	\$23.02	\$10.52	\$115.76
TECHNOLOGY AID	\$51.26	\$6.66	\$5.79	\$63.71	\$14.35	\$6.56	\$72.17
TECHNOLOGY SECURITY SPECIALIST	\$120.76	\$15.70	\$13.65	\$150.10	\$33.81	\$15.46	\$170.03
TECHNOLOGY SPECIALIST	\$163.55	\$21.26	\$18.48	\$203.30	\$45.79	\$20.93	\$230.28
TECHNOLOGY SUPERVISOR	\$124.09	\$16.13	\$14.02	\$154.24	\$34.74	\$15.88	\$174.72
TECHNOLOGY TECHNICAL SUPPORT	\$77.85	\$10.12	\$8.80	\$96.77	\$21.80	\$9.96	\$109.61
VIDEO PRODUCTION SPECIALIST	\$79.40	\$10.32	\$8.97	\$98.70	\$22.23	\$10.16	\$111.80
WAREHOUSE WORKER	\$51.64	\$6.71	\$5.84	\$64.19	\$14.46	\$6.61	\$72.71

EXHIBIT C

AMERICAN RESCUE PLAN ACT REQUIREMENTS

The terms of this Exhibit shall apply to Contractor, and all of its subcontractors, agents, service providers, subrecipients (as defined in 2 CFR Section 200.93) at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under this Contract. Contractor shall include this Exhibit in all agreements executed for performance of the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Contract or in 2 CFR Section 200.1 (Definitions) if not found in the Contract.

Contractors who receive funding under the American Rescue Plan ("ARP") Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF") shall comply with all ARP applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements and any other requirements including but not limited to current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Contractor's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of the Contract including Treasury Laws and Regulations.

1.0 Equal Employment Opportunity (41 CFR Part 60). During the performance of the Contract, Contractor agrees as follows:

- 1.1** Contractor shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of the Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

- 1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 1.3 Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.4 Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.5 Contractor will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 1.6 In the event that Contractor fails to comply with the non-discrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.7 Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subcontractor or vendor. Contractor will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). As applicable, Contractor shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).

3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 3701-3708). As applicable, Contractor shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

Contractor shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. Contractor shall provide all safeguard safety devices and

protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of the Contract.

4.0 Rights To Inventions Made Under the CONTRACT (37 CFR Section 401). As applicable, Contractor must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the County.

5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). As applicable, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

6.0 Debarment and Suspension (Executive Orders 12549 and 12689). Contractor certifies that neither it nor any of its owners, officers, partners, directors, principals, or other Contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall include a contractual provision to this effect and of this substance in all of its subcontract agreements. Contractor shall immediately notify County in writing, during the term of the Contract, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend the Contract. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.

7.0 Lobbying.

7.1 Federal Lobbyist Requirements. Contractor is prohibited from using Program Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should Contractor acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

7.2 County Lobbyist Requirements. Contractor and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by Contractor, shall also fully comply with the requirements as set forth in said County Code.

7.3 Lobbying Certifications. Contractor shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit J. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7.4 Failure to Comply. Failure on the Contractor's part to fully comply with said federal and County Lobbyist Requirements shall constitute a material breach of the Contract upon which the County may immediately terminate the Contract, and Contractor shall be liable for any and all damages incurred by the County and/or any federal agency as a result of such breach.

8.0 Procurement of Recovered Materials (2 CFR Section 200.323). Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

9.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR Section 200.216). Contractor shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.

10.0 Domestic Preferences for Procurements (2 CFR Section 200.322). Contractor shall comply with 2 CFR Section 200.322 for work, services or products under the Contract.

11.0 Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.

EXHIBIT C
ATTACHMENT 1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loan and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

AMERICAN RESCUE PLAN ACT OF 2021

ADDITIONAL PROVISIONS

1.0 USE OF AMERICAN RESCUE PLAN (ARP) FUNDS

PROJECT FUNDS. Contractor shall be paid according to Exhibit B, Schedule of Rates, of this Contract to provide As Needed Temporary Personnel Services ("Services") pursuant to Exhibit A, Statement of Work and Exhibit B, Schedule of Rates, which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"), in accordance with the terms and conditions set forth in the Contract and Exhibit C, ARP Act Requirements, attached hereto and incorporated by reference. Project Funds for Services under the Contract must be incurred by December 31, 2024, and any payments under the Contract must be made by December 31, 2026.

- 1.1.1 Contractor shall invoice County only for the Services and other work specified in Exhibit A, Statement of Work and Attachment II, Service Request Form, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Contract. Contractor's payments shall be as provided in Exhibit B, Schedule of Rates, and Contractor shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Invoices must comply with any requirements imposed by Exhibit C, ARP Act Regulatory Requirements, including identification of any work using ARP Funds.
- 1.1.2 Contractor shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: Contractor has expended Project Funds not in accordance with this Contract and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").
- 1.1.3 Project Funds provided to Contractor are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Contract and incorporated Attachments and Exhibits and in accordance with Treasury Laws and Regulations.

1.2 EXPENDITURES. Project Funds expenditures made by Contractor in connection with this Contract shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.

1.3 ADMINISTRATION COSTS. Contractor agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of the Contract, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to,

2 U.S. Code of Federal Regulations ("CFR") Section 200.414. Eligible indirect costs are based on:

- 1.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Contract; or,
- 1.3.2 If Contractor has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR Section 200.68.

1.4 SOURCE AND APPROPRIATION OF ARP FUNDS. County's obligation is payable only and solely from funds appropriated through Treasury, and for the purpose of the Contract. All ARP Funds appropriated by the Board and in the event the Board has not so appropriated, the Contract will automatically terminate for convenience per the Contract. County will endeavor to notify Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

1.5 IMPROPER USE OF ARP FUNDS. Contractor shall only use Project Funds in accordance with the Contract and Contractor's improper use of Project Funds, as determined by CEO, or designee, shall constitute a material breach of contract upon which County, through its CEO, or designee, may cancel, terminate or suspend the Contract.

2.0 COMPLIANCE WITH LAWS

Contractor must comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of the Contract and Treasury Laws and Regulations.

2.1 COUNTY LAWS. Contractor must comply with all applicable County laws and policies.

2.2 LAWS, REGULATIONS AND GUIDELINES. The Contract is subject to and incorporates the terms of the ARP Act; 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and all amendments or successor laws, regulations, or guidelines thereto.

3.0 REPORTS AND AUDITS

3.1 In addition to paragraph 16 for the Contract titled "RECORD RETENTION AND AUDIT, the below paragraphs shall also apply to any Contract resulting from these Services.

3.2 Contractor must comply with new, amended, and revised laws, regulations and guidelines that apply to the performance of the Contract. Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost

to County, unless authorized in writing. These requirements include, but are not limited to:

- 3.2.1 Contractor will keep and maintain all records and documents associated with the Services in order to support the requirements of the ARP Act to meet auditing standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance," Subpart F – Audit Requirements. Catalog of Federal Domestic Assistance ("CFDA") number 21.027.
- 3.2.2 Compliance with the Single Audit Act (31 USC §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding Contractor monitoring and management, Subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.

3.3 REPORTS. Contractor shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Contractor shall prepare and submit financial, project progress, monitoring, evaluation and any other reports as required by County. Contractor shall submit reports to County annually.

- 3.3.1 Contractor shall provide reports to County that shall: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Contractor expended the Project Funds consistent with the use requirements set forth in this Contract; (iii) identify the balance of Project Funds not expended; and, (iv) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024.
- 3.3.2 At any time during the term of the Contract, County may, in its sole discretion, request that Contractor provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Contractor is meeting the requirements of the Contract and in accordance with Treasury Laws and Regulations.
- 3.3.3 Contractor shall provide a certification, in a form provided by County, signed by the Contractor's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under the Contract.
- 3.3.4 Contractor shall maintain supporting documentation for the reports required by this Paragraph consistent with the requirements of the Contract.
 - 1. A general ledger and subsidiary ledgers used to account for: (a) the receipt of Project Funds payments made; and, (b) the disbursements from such Project Funds payments to meet eligible expenses related to the public health emergency due to COVID-19;

2. Administrative costs incurred related to administration of the ARP Funds; and,
 3. Any other documents reasonably requested by County.
- 3.4** AUDITS. County will audit Contractor's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Contract. Audits may also be conducted by federal, State, or local funding source agencies.
- 3.4.1 County, or its authorized representatives, shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Contractor. Contractor's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Contractor's use of Project Funds.
 - 3.4.2 A financial audit of Contractor's performance under the Contract shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Contractor.
- 3.5** Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Contract upon which County, through its CEO or designee, may cancel, terminate or suspend the Contract.
- 3.6** Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or the Contract, Contractor shall refund any misused Project Funds, disallowed costs, or Project Funds found to be out of compliance with Treasury Laws and Regulations or the Contract, including any interest earned.

4.0 MAINTENANCE OF RECORDS

- 4.1** MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Contractor shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with Treasury Laws and Regulations. Contractor shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Contractor's use or expenditure of the Project Funds and Contractor's compliance with this Contract and Treasury Laws and Regulations. Contractor shall also comply, and shall ensure that its subcontractors comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Contractor shall maintain records in accordance with the longer period.

4.2 EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to the Contract, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Contractor must make available for examination all of its records and financial documents with respect to all matters covered by the Contract.

4.3 RECORDS RETENTION. Contractor shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Contractor during the term of the Contract and up to December 31, 2031 or for a period of seven (7) years after final payment is made using Project Funds, whichever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Contractor shall maintain records in accordance with the longer period.

5.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

Contractor shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under the Contract. Contractor shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Contractor shall provide copies of permits, licenses, and approvals to County upon request.

6.0 INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees, representatives, and agents harmless from any claims, demands, costs, expenses, claims, suits or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Contract. The provisions of this Paragraph shall survive the expiration or termination of the Contract.

7.0 TERMINATION.

7.1 TERMINATION FOR CONVENIENCE. County may terminate the Contract at any time upon ten (10) days' prior written notice to Contractor for any reason; provided, however, during this ten (10) day period Contractor shall use its reasonable efforts to conclude any Project Funds that are in process, complete any books and records relating to the services of Contractor relating to the Project Funds for the Contract. Contractor shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period.

7.2 TERMINATION FOR CAUSE.

In addition to Termination for Cause paragraph in the Master Agreement, the below paragraphs shall apply to any Contract resulting from this Services.

7.3 County may, by written notice to Contractor, terminate the whole or any part of the Contract, if, in the judgment of County: Contractor has materially breached the Contract; Contractor is not complying, or failed to comply, with the ARP Act, current, subsequent Treasury regulations, guidelines, and instructions, and any

other applicable laws and regulations; Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Contract; or Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under the Contract, or of any obligations of the Contract and in any case fails to demonstrate convincing progress toward a cure within five (5) working days after receipt of written notice from County specifying such failure. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor under the Contract shall, at the option of County, become County's property, and Contractor may be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 7.4 Termination of the Contract under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in the Contract and Treasury Laws and Regulations that survive the Contract termination.

8.0 ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of the Contract, each Party shall bear its own attorney's fees, costs, and expenses.

9.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED

- 9.1 Contractor, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR Part 200, Section 200.112 and 24 CFR Section 570.611. Contractor agrees to incorporate the language found in this Paragraph into any subcontract(s) using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.
- 9.2 Contractor represents and warrants that no County employee whose position enables him/her to influence the award of the Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Contractor, or shall have any direct or indirect financial interest in Contractor.
- 9.3 Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting with Current or Former County Employees," and that execution of the Contract will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Contract and who subsequently becomes affiliated with Contractor in any capacity shall not participate in the provision of services or performance provided under the Contract or share in the profits of Contractor earned for a period of one (1) year from the date he/she separated from County employment.
- 9.4 Contractor shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112.

10.0 SUCCESSORS AND ASSIGNS

The Contract shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that Contractor may not assign any of its rights or delegate any

of its duties hereunder to any party other than an affiliate of Contractor without the prior written consent of County.

11.0 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

12.0 INTERPRETATION

No provision of the Contract shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but the Contract is to be construed as if both Parties drafted it hereto.

13.0 PROJECT INTEGRITY

Contractor shall maintain and implement practices to protect the integrity of the Services and the Project Funds, and Contractor shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under the Contract to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this As-Needed Temporary Personnel Services; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under the Contract, or information that anyone with decision making responsibility under the Contract has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

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"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

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**, 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 deduct 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)

COUNTY'S ADMINISTRATIONCONTRACTOR'S NAME: _____

_____**COUNTY'S PROJECT DIRECTOR:**

Name: Karen Buehler
Title: Director, Contracts and Grants
Address: 5555 Ferguson Drive
2nd Floor, Suite 210
Commerce, CA 90022
Telephone: (323) 659-6266
E-Mail Address: kbuehler@ph.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Will be designated for each project.
Title: _____
Address: _____

Phone: _____
E-mail: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO.: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

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