



COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

HEALTH AND MENTAL HEALTH CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, June 14, 2023

TIME: 11:30 A.M.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023

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.

11:00 A.M. NOTICE OF CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(a)

Raquel Tamayo v. County of Los Angeles

Los Angeles Superior Court Case No.: 21STCV12912

Department of Mental Health

- I. Call to order
- II. **Information Item(s) (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
 - a. **DHS:** Request to Accept Compromise Offers of Settlement for Patients Seen Under the Trauma Center Services Agreement
 - b. **DHS:** Requesting Authorization to Execute Amendment No. 7 to the Los Angeles Network for Enhanced Services (LANES) Agreement to Provide

LANES With a Community Benefits Grant that will Ensure the Continued Ability of Health Organizations to Electronically Exchange Health Information with Other Providers of Health Care Services in Los Angeles County and Pay the Annual Participation Fees

- c. **DPH:** Approval to Execute a Master Agreement Work Order for the Provision of As-Needed Temporary Personnel Services to Support the Strengthening Healthcare Associated Infections and Antimicrobial Resistance Program (#07019)

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

- a. **CEO:** Fiscal Year 2023-24 Final Changes Budget

Diversion and Re-Entry
Health Services
Mental Health
Public Health

- b. **DPH:** Authorization to Accept and Sign a Standard Agreement and Future Agreements and/or Amendments from the California Department of Public Health to Support the Health Facilities Inspection Division (#07057)
- c. **DPH:** Approval to Execute a Master Agreement Work Order for the Provision of As-Needed Temporary Personnel Services to Support the African American Infant and Maternal Mortality Prevention Initiative Services (#06890)
- d. **DPH:** Approval to Execute Contracts for Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services Program (#06853)
- e. **DMH:** Approval to Execute a New Sole Source Contract with Los Angeles County Children and Families First Proposition 10 Commission AKA First 5 LA to Implement the Healthy Families America and Parents as Teachers Home Visiting Programs
- f. **DMH:** Approval to Execute a New Sole Source Participation Agreement with the California Mental Health Services Authority to Fund Mental Health Prevention Programs in Los Angeles County

g. DPW/DHS: OV-UCLA MC Central Plant Retrofit and SB1953 Compliance Project – Establish and Approve Projects and related Appropriation Adjustment, Authorize Use of Job Order Contracts

- IV. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting
- V. 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
- VI. Public Comment
- VII. Adjournment

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/14/2022		
BOARD MEETING DATE	6/27/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Health Services (DHS)		
SUBJECT	REQUEST TO ACCEPT COMPROMISE OFFERS OF SETTLEMENT FOR PATIENTS SEEN UNDER THE TRAUMA CENTER SERVICE AGREEMENT.		
PROGRAM	Health 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	Not Applicable		
COST & FUNDING	Total cost: \$0.00	Funding source: Not Applicable	
	TERMS (if applicable): Not Applicable		
	Explanation: There is no net cost to the County		
PURPOSE OF REQUEST	<p>Requesting Board approval for the acceptance of compromise offers of settlement for patient accounts that are unable to be paid in full. The payments will replenish the Los Angeles County Trauma Funds.</p> <p>The Board is being asked to authorize the Director, or designee, to accept the attached compromise offers of settlement, pursuant to Section 1473 of the Health and Safety Code. This will expedite the County's recovery of revenue totaling \$101,976.24 for medical care provided at LA General MC, Rancho Los Amigos NRC and Harbor UCLA MC.</p>		
BACKGROUND (include internal/external issues that may exist including any related motions)	The acceptance of the attached compromise settlements will help maximize net revenues and will help DHS meet its' budgeted revenue amounts.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: DHS, Virginia Perez, Associate Hospital Administrator II, (626) 525-6077 virperez@dhs.lacounty.gov County Counsel, Kelly Hassel, Deputy County Counsel, (213) 974-1803 khassel@counsel.lacounty.gov		

June 27, 2023

**DRAFT
DHS Letterhead**

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

Dear Supervisors:

**REQUEST TO ACCEPT COMPROMISE OFFERS OF SETTLEMENT
FOR PATIENTS SEEN UNDER THE
TRAUMA CENTER SERVICE AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

To request the Board of Supervisor's (Board) approval for the Director of Health Services (Director), or designee, to accept compromise offers of settlement for patients who received medical care at either Los Angeles County (LA County) facilities and/or at non-LA County operated facilities under the Trauma Center Service Agreement. The compromise offers of settlement referenced below are not within the Director's authority to accept.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Director, or designee, to accept the attached compromise offers of settlement, pursuant to Section 1473 of the Health and Safety Code, for the following individual accounts:

Patients who received medical care at LA County facilities:

- LA General Medical Center (LA General MC) – Account Number 100874842 in the amount of \$15.00 – (Attachment I).
- LA General MC – Account Number 102097167 in the amount of \$10,000.00 – (Attachment II).
- LA General MC – Account Number 7793664 in the amount of \$5,170.25 – (Attachment III)

- Rancho Los Amigos National Rehabilitation Center – Account Number 101167181 in the amount of \$84,290.99 – (Attachment IV).
- Harbor-UCLA Medical Center – Account Number 101742827 in the amount of \$2,500.00 – (Attachment V)

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The compromise offer of settlement for the attached patient accounts is recommended because the patients are unable to pay the full amount of charges and the compromise offers represent the maximum amount the Department of Health Services (DHS) was able to negotiate or was offered.

It is in the best interest of LA County to approve the acceptance of these compromise offers, as it will enable the DHS to maximize net revenue on these accounts.

Implementation of Strategic Plan Goals

The recommended actions will support Strategy III.3 “Pursue for Operational Effectiveness, Fiscal Responsibility, and Accountability” of the LA County’s Strategic Plan.

FISCAL IMPACT/FINANCING

The approval will recover revenue totaling \$101,976.24 in charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under County Code Chapter Section 2.76.046, the Director, or designee, has the authority to reduce patient account liabilities by the greater of i) \$15,000 or ii) \$75,000 or 50 percent of the account balance, whichever is less. Any reduction exceeding the Director’s, or designee’s, authority requires Board approval.

On January 15, 2002, the Board adopted an ordinance granting the Director, or designee, authority to compromise or reduce patient account liabilities when it is in the best interest of LA County to do so.

On November 1, 2005, the Board approved a revised ordinance granting the Director, or designee, authority to reduce, on an account specific basis, the amount of any liability owed to LA County which relates to medical care provided by third parties for which LA County is contractually obligated to pay and related to which LA County has subrogation or reimbursement rights. The revised ordinance was adopted by the Board on December 8, 2005.

The Honorable Board of Supervisors

June 27, 2023

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Maximizing net revenues on patients who received medical care at LA County facilities will help DHS meet its budgeted revenue amounts.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:rs:vp

Enclosures

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

DATA FOR COMPROMISE SETTLEMENT

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
TRANSMITTAL 23-05-A

Amount of Aid	\$6,615.00	Account Number	100874842
Amount Paid	\$0.00	Name	Adult Male
Balance Due	\$6,615.00	Service Date	01/05/2017 – 01/09/2017
Compromise Amount Offered	\$15.00	Facility	LA General Medical Center
Amount to be Written Off	\$6,600.00	Service Type	Inpatient

JUSTIFICATION

The patient was treated at LA General Medical Center at a total cost of \$6,615.00. The patient has a total of \$20,942.22 in medical bills and attorney fees.

The attorney has settled the case in the amount of \$10,000.00. Due to the low recovery and the insufficient funds to fully satisfy all liens and fees the attorney proposes the following disbursement:

Disbursements	Total Claim	Proposed Settlement	Percent of Settlement
Attorney Fees	\$4,500.00	\$157.78	1.58%
Attorney Cost	\$9,827.22	\$9,827.22	98.27%
Other lien holders	\$0.00	\$0.00	0.00%
Los Angeles Department of Health Services (LA General MC)	\$6,615.00	\$15.00	0.15%
Net to Client (Heirs)	\$0.00	\$0.00	0.00%
Total	\$20,942.22	\$10,000.00	100.00%

DATA FOR COMPROMISE SETTLEMENT

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
TRANSMITTAL 23-05-B

Amount of Aid	\$165,794.00	Account Number	102097167
Amount Paid	0.00	Name	Adult Female
Balance Due	\$165,794.00	Service Date	07/15/2021 – 12/16/2021
Compromise Amount Offered	\$10,000.00	Facility	LA General Medical Center
Amount to be Written Off	\$155,794.00	Service Type	Inpatient

JUSTIFICATION

The patient was treated at LA General Medical Center at a total cost of \$165,794.00. The patient has a total of \$168,794.00 in medical bills and attorney fees.

The attorney has settled the case in the amount of \$13,000.00. Due to the low recovery and the insufficient funds to fully satisfy all liens and fees the attorney proposes the following disbursement:

Disbursements	Total Claim	Proposed Settlement	Percent of Settlement
Attorney Fees	\$0.00	\$0.00	0.00%
Attorney Cost	\$0.00	\$0.00	0.00%
Other lien holders	\$3,000.00	\$3,000.00	23.08%
Los Angeles Department of Health Services (LA General MC)	\$165,794.00	\$10,000.00	76.92%
Net to Client (Heirs)	\$0.00	\$0.00	0.00%
Total	\$168,794.00	\$13,000.00	100.00%

DATA FOR COMPROMISE SETTLEMENT

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
TRANSMITTAL 23-05-C

Amount of Aid	\$137,067.00	Account Number	7793664
Amount Paid	\$0.00	Name	Adult Male
Balance Due	\$137,067.00	Service Date	04/22/12, 05/30/12, 05/31/12, 06/06/12 & 06/13/12
Compromise Amount Offered	\$5,170.25	Facility	LA General Medical Center
Amount to be Written Off	\$137,868.75	Service Type	Inpatient

JUSTIFICATION

The patient was treated at LA General Medical Center at a total cost of \$137,067.00. The patient has a total of \$160,671.69 in medical bills and attorney fees.

The attorney has settled the case in the amount of \$20,000.00. Due to the low recovery and the insufficient funds to fully satisfy all liens and fees the attorney proposes the following disbursement:

Disbursements	Total Claim	Proposed Settlement	Percent of Settlement
Attorney Fees	\$8,000.00	\$8,000.00	40.00%
Attorney Cost	\$1,659.50	\$1,659.50	8.30%
Other lien holders	\$9,096.72	\$321.78	1.61%
Los Angeles Department of Health Services (LA General MC)	\$137,067.00	\$5,170.25	25.85%
Net to Client (Heirs)	\$4,848.47	\$4,848.47	24.24%
Total	\$160,671.69	\$20,000.00	100.00%

DATA FOR COMPROMISE SETTLEMENT

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
TRANSMITTAL 23-05-D

Amount of Aid	\$219,660.00	Account Number	101167181
Amount Paid	0.00	Name	Adult Female
Balance Due	\$219,660.00	Service Date	12/15/2017 – 01/05/2018
Compromise Amount Offered	\$84,290.99	Facility	Rancho Los Amigos National Rehabilitation Center
Amount to be Written Off	\$135,369.01	Service Type	Inpatient

JUSTIFICATION

The patient was treated at Rancho Los Amigos National Rehabilitation Center at a total cost of \$219,660.00. The patient has a total of \$591,229.45 in medical bills and attorney fees.

The attorney has settled the case in the amount of \$300,000.00. Due to the low recovery and the insufficient funds to fully satisfy all liens and fees the attorney proposes the following disbursement:

Disbursements	Total Claim	Proposed Settlement	Percent of Settlement
Attorney Fees	\$120,000.00	\$100,000.00	33.33%
Attorney Cost	\$9,829.45	\$9,829.45	3.28%
Other lien holders	\$241,740.00	\$15,709.01	5.24%
Los Angeles Department of Health Services (Rancho Los Amigos NRC)	\$219,660.00	\$84,290.99	28.10%
Net to Client (Heirs)	\$0.00	\$90,170.55	30.06%
Total	\$591,229.45	\$300,000.00	100.00%

DATA FOR COMPROMISE SETTLEMENT

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
TRANSMITTAL 23-05-E

Amount of Aid	\$20,685.00	Account Number	101742827
Amount Paid	\$0.00	Name	Adult Male
Balance Due	\$20,685.00	Service Date	02/15/2022 – 07/01/2022
Compromise Amount Offered	\$2,500.00	Facility	Harbor-UCLA Medical Center
Amount to be Written Off	\$18,185.00	Service Type	Inpatient

JUSTIFICATION

The patient was treated at Harbor UCLA Medical Center at a total cost of \$20,685.00. The patient has a total of \$50,183.73 in medical bills and attorney fees.

The attorney has settled the case in the amount of \$15,000.00. Due to the low recovery and the insufficient funds to fully satisfy all liens and fees the attorney proposes the following disbursement:

Disbursements	Total Claim	Proposed Settlement	Percent of Settlement
Attorney Fees	\$5,000.00	\$5,000.00	33.33%
Attorney Cost	\$822.88	\$822.88	5.49%
Other lien holders	\$23,675.85	\$2,990.85	19.94%
Los Angeles Department of Health Services (Harbor UCLA MC)	\$20,685.00	\$2,500.00	16.67%
Net to Client (Heirs)	\$0.00	\$3,686.27	24.58%
Total	\$50,183.73	\$15,000.00	100.00%

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/14/2023	
BOARD MEETING DATE	6/27/2023	
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	Approval of Amendment No. 7 to the Los Angeles Network for Enhanced Services (LANES) Health Information Data Exchange Participation Agreement	
PROGRAM	N/A	
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	Payment of Participation Fees expires on June 30, 2023.	
COST & FUNDING	Total cost: The total financial impact of the community benefits grant recommended actions is an estimated amount of \$5.5 million, comprised of \$5.0 million for the period of January 1, 2023 through June 30, 2025 and a one-time community benefits grant in the amount of \$500,000 to match an L.A. Care Health Plan grant, which are funded by Net County Cost. The financial impact of the Participation Fees is \$390,000 per fiscal year period July 1, 2023 through June 30, 2030.	Funding source: Funding for the community benefits grants and annual Participation Fees is included in the DHS Fiscal Year 2023-24 Adopted budget pending Board approval on June 26th, 2023. DHS will request funding in future fiscal years, as needed. There is no impact to net County cost.
	TERMS (if applicable):	
	Explanation: N/A	
PURPOSE OF REQUEST	The recommended actions will enable DHS to provide LANES with a community benefits grant funded by LA County in an amount not to exceed \$5.5 million over thirty months, effective upon Board approval, for the period of January 1, 2023 through June 30, 2025, to help improve and facilitate data sharing by supporting the continued participation of other healthcare entities in LANES, and enhance the technology system supporting LANES, continue to pay LANES the Participation Fees of \$390,000 per year for DHS to continue to participate in LANES and, if necessary, continue to support the LANES HIO with future grants, as well as effectively manage DHS' direct participation in the LANES HIO.	

BACKGROUND (include internal/external issues that may exist including any related motions)	LANES is a 501(c)(3) nonprofit organization representing several entities seeking to improve health care delivery in Los Angeles County (LA County). The LANES HIO is a collaborative of health care providers and other organizations from both the public and private sector, including LA County, seeking to improve health care delivery in L A County, primarily through electronic Health Information Exchange (HIE). LANES' HIO is organized and operated for the purpose of facilitating the secure and appropriate sharing of electronic health files and clinical data among health care providers and other participants in LA County for treatment and care coordination.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: DHS: Guillermo Diaz, MD – (213) 288-9021 GuDiaz@dhs.lacounty.gov Phillip Gruber, MD – (213) 288-8250 PGruber@dhs.lacounty.gov Kevin Lynch, Chief, Info Systems – KLYnch@dhs.lacounty.gov County Counsel: Lillian Anjargolian, Deputy County Counsel – (213) 808-8776 LAnjargolian@counsel.lacounty.gov

June 27, 2023

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 OF AMENDMENT NO. 7 TO THE LOS ANGELES NETWORK FOR
ENHANCED SERVICES (LANES) HEALTH INFORMATION DATA EXCHANGE
PARTICIPATION AGREEMENT
(ALL DISTRICTS AFFECTED)
(3 VOTES)**

SUBJECT

Request of authorization for the Director of Health Services (Director), or designee, to: (i) execute Amendment No. 7 to the Health Information Data Exchange Participation Agreement (Participation Agreement) with the Los Angeles Network for Enhanced Services (LANES) to provide the Los Angeles Network for Enhanced Services with a community benefits grant that will support the continued ability of health organizations to electronically exchange health information with other providers of health care services in Los Angeles County to improve overall patient care and allowable information exchange, and pay the annual Participation Fees for the County of Los Angeles, and (ii) execute future amendments to provide LANES with additional community benefits grant funding, as needed, add or delete DHS facilities, including payment or deletion of participation fees, and continue to pay DHS' annual Participation Fees.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director or designee, to execute Amendment No. 7 to the LANES Participation Agreement, substantially similar to Exhibit I, to: (a) provide LANES with a community benefits grant not to exceed \$500,000 per quarter for ten quarters, not to exceed \$5.0 million in total, beginning on January 1, 2023 through June 30, 2025; (b) provide LANES a one-time community benefits grant in the amount of \$500,000 to match a grant awarded to LANES by Local Initiative Health Authority for Los Angeles County, operating and doing business as L.A. Care Health Plan (L.A. Care Health Plan); and (c) continue to pay LANES the annual participation fees in the amount of \$390,000 per year (Participation Fees), to enable the Department of Health Services (DHS) to continue to participate in the LANES Health Information Organization (HIO) for the period July 1, 2023 through June 30, 2030.

2. Delegate authority to the Director, or designee, to execute future amendments to:
(a) provide LANES with community benefits grant funding, as needed, beginning on or after July 1, 2025, at a not to exceed quarterly amount of \$500,000; (b) add or delete DHS facilities and adjust DHS' annual Participation Fees accordingly; and (c) continue to pay DHS' annual Participation Fees for the period July 1, 2023 through June 30, 2030, all subject to review and approval as to form by County Counsel, and with notice to the Board of Supervisors (Board) and Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LANES is a 501(c)(3) nonprofit organization representing several entities seeking to improve health care delivery in Los Angeles County (LA County). The LANES HIO is a collaborative of health care providers and other organizations from both the public and private sector, including LA County, seeking to improve health care delivery in LA County, primarily through electronic Health Information Exchange (HIE). LANES' HIO is organized and operated for the purpose of facilitating the secure and appropriate sharing of electronic health files and clinical data among health care providers and other participants in LA County for treatment and care coordination. LANES provides or arranges for the provision of data transmission and related services to allow a participant to conduct searches for patient information, and to exchange patient information identified from those searches, from a centralized computer system that facilitates the sharing of patient information among disparate participants. LANES' services include establishing and applying standards for such exchange of patient information.

On March 19, 2013, the Board authorized DHS to sign the LANES Participation Agreement, enabling participation in the LANES HIO. On March 1, 2019, DHS advised the Board of its intent to execute an amendment using existing delegated authority to award a community benefits grant to LANES. On May 6, 2019, DHS executed Amendment No. 3 and awarded a community benefits grant to LANES in the amount of \$6 million over approximately three years through December 31, 2021, to help improve and facilitate data sharing, as well as support the development of additional partnerships to provide improved healthcare. In addition, the County has executed several amendments to continue to pay Participation Fees.

The recommended actions will enable DHS to provide LANES with a community benefits grant funded by LA County in an amount not to exceed \$5.5 million over thirty months, effective upon Board approval, for the period of January 1, 2023 through June 30, 2025, to help improve and facilitate data sharing by supporting the continued participation of other healthcare entities in LANES, and enhance the technology system supporting LANES, continue to pay LANES the Participation Fees of \$390,000 per year for DHS to continue to participate in LANES and, if necessary, continue to support the LANES HIO with future grants, as well as effectively manage DHS' direct participation in the LANES HIO.

Implementation of Strategic Plan Goals

The recommended actions support Goal III, Realize Tomorrow's Government Today, of LA County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total financial impact of the community benefits grant recommended actions is an estimated amount of \$5.5 million, comprised of \$5.0 million (payable in quarterly increments of \$500,000) for the period of January 1, 2023 through June 30, 2025 and a one-time community benefits grant in the amount of \$500,000 to match an L.A. Care Health Plan grant, which are funded by Net County Cost. The financial impact of the Participation Fees is \$390,000 per fiscal year and will be paid for with DHS' existing resources.

Funding for the community benefits grants and annual Participation Fees is included in the DHS Fiscal Year 2023-24 Adopted budget pending Board approval on June 26, 2023. DHS will request funding in future fiscal years, as needed. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Amendment No. 7 has been approved by County Counsel as to form. The Participation Agreement remains effective unless terminated by either party upon 45 days written notice.

DHS has determined that the services provided by LANES are highly specialized and cannot be provided by LA County staff, and therefore, not subject to the Living Wage Program (LA County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will benefit LA County in its efforts to facilitate legally permissible data sharing in the LA County region and support partnerships with private providers to provide improved healthcare to LA County residents.

Respectively submitted,

Christina R. Ghaly, M.D.
Director

CRG:az

Enclosures

c: Chief Executive Officer

The Honorable Board of Supervisors
June 27, 2023
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County Counsel
Executive Office, Board of Supervisors

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/14/2023	
BOARD MEETING DATE	6/27/2023	
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	Approval to execute a Master Agreement Work Order (MAWO) for the provision of as-needed temporary personnel services to support the African American Infant and Maternal Mortality (AAIMM) Prevention Initiative services	
PROGRAM	Maternal, Child, and Adolescent Health Division	
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	Current temporary personnel services MAWO to support the AAIMM Initiative expires on 6/30/23. New MAWO effective 7/01/23 is needed for the continued provision of services.	
COST & FUNDING	Total cost: Not to Exceed \$916,677	Funding source: California Department of Public Health Perinatal Health Initiative, California Home Visiting Program State General Fund innovative home visiting project, Pritzker Children's Initiative Community Innovation Grant, and Care First Community Investment (CFCI)
	TERMS (if applicable): Effective upon date of execution – 6/30/2024	
	Explanation:	
PURPOSE OF REQUEST	MAWO will provide up to nine temporary personnel to provide assistance with the continued provision and expansion of AAIMM Initiative efforts to reduce disparities in infant mortality and birth outcomes in Los Angeles County.	
BACKGROUND (Include internal/external issues that may exist including any related motions)	The Temporary Personnel Services, Work Order Solicitation was released on April 11, 2023, to solicit bids for one MAWO to continue to support AAIMM Initiative activities in Los Angeles County to reduce disparities in infant mortality and birth outcomes through the expansion and implementation of the AAIMM Initiative and its sub-programs, including the AAIMM Doula Program.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: AAIMM Initiative services aim to reduce racial disparities in life outcomes, implement strategies that identify, prioritize and effectively support the most disadvantage populations, and intervene early and emphasize long-term prevention.	
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 #2 Alliance for Health Integration (AHI) – In accordance with AHI's focus on reducing health inequities, the AAIMM Initiative seeks to establish a coordinated, equitable, high quality system of perinatal care for African American women to reduce disparities in infant mortality and birth outcomes. Board Priority #3 Care First, Jails Last – The AAIMM Doula Program is exclusive to African American pregnant persons, both those at particular risk for adverse	

	<p>birth outcomes and those at risk due only to lifelong exposure to systemic racism. The program currently offers doula services for pregnant individuals, and with new CFCI funding, will expand to the county women's jail, workforce development, stakeholder engagement, and data collection and analysis.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Director Government Affairs, Joshua Bobrowsky (213) 288-7871, jbobrowsky@ph.lacounty.gov</p> <p>County Counsel, Craig Kirkwood, Jr., Deputy County Counsel (213) 974-1751, CKirkwood@counsel.lacounty.gov</p> <p>Director of MCAH, Melissa Franklin, EdD, MBA (213) 639-6400, mfranklin@ph.lacounty.gov</p>



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

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

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

313 North Figueroa Street, Room 806
Los Angeles, California 90012
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www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

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First District

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Second District

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Third District

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Fifth District

DRAFT

June 27, 2023

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

Dear Supervisors:

**APPROVAL TO EXECUTE A MASTER AGREEMENT WORK ORDER
FOR THE PROVISION OF AS-NEEDED TEMPORARY PERSONNEL SERVICES
TO SUPPORT THE AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY
PREVENTION INITIATIVE SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a Master Agreement Work Order for As-Needed Temporary Personnel Services to support the African American Infant and Maternal Mortality Prevention Initiative by the Department of Public Health, Division of Maternal, Child, and Adolescent Health.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a competitively solicited Master Agreement Work Order (MAWO), substantially similar to Exhibit I, with Healthcare Staffing Professionals, Inc, for the provision of as-needed temporary personnel services to support Public Health's Division of Maternal, Child, and Adolescent Health (MCAH) African American Infant and Maternal Mortality (AAIMM) Prevention Initiative, effective upon date of execution through June 30, 2024, at a total maximum obligation not to exceed \$916,677; fully offset by funding from the California Department of Public Health (CDPH) California Perinatal Health Initiative (PEI), California Home Visiting Program (CHVP) State General Fund (SGF) Innovative

Home Visiting Projects, Pritzker Children's Initiative Community Innovation Grant, and Care First Community Investment (CFCI).

2. Delegate authority to the Director of Public Health, or designee, to execute an amendment to the MAWO that extends the term for one additional year through June 30, 2025, at an annual maximum obligation not to exceed \$916,677, contingent upon the availability of funding and contractor performance, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute a MAWO with Healthcare Staffing Professionals, Inc., as a result of a competitive Work Order Solicitation (WOS) process, to provide up to nine temporary personnel to fulfill the positions needed to implement the AAIMM Prevention Initiative activities. These personnel will provide assistance with the continued AAIMM Initiative efforts to reduce disparities in infant mortality and birth outcomes in Los Angeles County (LAC).

Public Health aims to reduce disparities in infant mortality and birth outcomes in LAC through the continued and expanding implementation of the AAIMM Initiative and its sub-programs, including the AAIMM Doula Program, funded by CDPH PEI, CHVP and CFCI. The AAIMM Initiative provides a coordinated, equitable, high-quality system of perinatal care. The AAIMM Doula Program continues to offer doula services for pregnant individuals, with CFCI funding to expand to the County of Los Angeles (County) women's jail, workforce development, stakeholder engagement, and data collection and analysis. PEI funds also support countywide and regional community engagement, provider training, research, public awareness, and multiple clinical and community interventions.

The eight full-time and one part-time temporary personnel will implement objectives related to the AAIMM Prevention Initiative overall, PEI and CHVP innovative home visiting activities, and the expansion of the AAIMM Doula Program to the County women's jail.

Approval of Recommendation 2 will allow Public Health to execute an amendment to extend the term for one additional year through June 30, 2025, if necessary.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.1, Increase Our Focus on Prevention Initiatives and Strategy II.2, Support the Wellness of our Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation of this MAWO is estimated not to exceed \$916,677 effective upon date of execution through June 30, 2024; fully offset by funding from CDPH PEI and CHVP SGF Innovative Home Visiting Project, Pritzker Children's Initiative Community

Innovation Grant, and CFCI. If extended, the maximum obligation of this MAWO is estimated not to exceed \$916,677 for the period of July 1, 2024, through June 30, 2025, and is contingent upon the availability of funding and contractor performance, subject to review and approval by County Counsel, and notification to your Board and the CEO.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The AAIMM Initiative launched in 2018 as a coalition of various County departments, community organizations, mental/health care providers, as well as community members to address the disparities in African American infant and maternal mortality in LAC. The PEI and the AAIMM Doula Program are major components of the AAIMM Initiative.

CDPH established PEI to expand the scope of interventions provided under the Black Infant Health (BIH) Program to promote the use of interventions designed to fill gaps in current BIH program services. PEI activities include countywide and regional community engagement, provider training, research, public awareness, and multiple clinical and community interventions.

As part of the broader AAIMM Initiative, the AAIMM Doula Program began as a Whole Person Care-funded pilot project to reduce stress on pregnant people and improve birth outcomes. Doulas are trained professionals who provide physical, emotional, and information support to a laboring person before, during, and after childbirth. Now funded by CHVP innovative home visiting project funding, the AAIMM Doula Program is exclusive to African American pregnant persons, both those at particular risk for adverse birth outcomes and those at risk due only to lifelong exposure to systemic racism. The program includes doula-client pairing and doula payment, public awareness, and professional development opportunities.

In October 2021, Public Health received approval from County CEO to plan and implement the AAIMM Doula Program expansion into the Century Regional Detention Facility using CFCI funds for an anticipated three-year period. Program implementation includes stakeholder engagement and policy/protocol development, doula training and mentorship, client recruitment, doula-client matching and direct service labor support, and robust data tracking and evaluation.

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

CONTRACTING PROCESS

On April 11, 2023, Public Health released an As-Needed Temporary Personnel Services WOS for AAIMM Prevention Initiative Services (TEMP-WOS-153) to all Public Health As-Needed Temporary Personnel Master Agreement Contractors qualified to provide

The Honorable Board of Supervisors

June 27, 2023

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temporary personnel services. Responses to the WOS were due to Public Health on May 2, 2023.

Requests for Solicitations Requirements Review (SRR) and Bidder's Questions were due by April 18, 2023. There were no requests for an SRR nor questions from bidders received by the due date.

Public Health received five bids by the submission deadline. No bids were received late or disqualified. The successful bidder, Healthcare Staffing Professionals, Inc., met all the requirements and submitted the lowest cost responsive bid.

Three bidders requested the Local Small Business Enterprise preference program consideration. Each met the required criteria and was granted the preference.

No transmittals to request a Proposed Contractor Selection Review were received by the deadline. On May 25, 2023, the selected bidder was notified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue the provision and expansion of AAImm Prevention Initiative activities throughout LAC.

Respectfully submitted,

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

BF:gs
#06890

Enclosure

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

Master Agreement Number: PH-004689

Work Order Number: W12

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH

MASTER AGREEMENT WORK ORDER

FOR

AS-NEEDED TEMPORARY PERSONNEL SERVICES

**AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY
PREVENTION INITIATIVE SERVICES**

This Master Agreement Work Order and Attachments is made and entered into on _____ by and between the County of Los Angeles, Department of Public Health, hereinafter referred to as, ("County") and Healthcare Staffing Professionals, Inc., hereinafter referred to as, ("Contractor"). Contractor is located at: 6914 Canby Avenue, Suite 109, Reseda, California 91335.

RECITALS

WHEREAS, on November 5, 2021, the County and Contractor entered into Master Agreement Number PH-004689 to provide as-needed temporary personnel services for the Department of Public Health; and

WHEREAS, Contractor submitted a response to Work Order Solicitation Number TEMP-WOS-152 released by the County for As-Needed Temporary Personnel services; and

WHEREAS, County has been allocated funds from the California Department of Public Health Perinatal Equity Initiative, California Home Visiting Program State General Fund Innovative Home Visiting Projects, Pritzker Children's Initiative Community Innovation Grant, and Care First Community Investment to support the African American Infant and Maternal Mortality Prevention Initiative Services Project; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Master Agreement Work Order (MAWO) and under the terms and conditions herein set forth; and

WHEREAS, all terms of the Master Agreement PH-004689 shall remain in full force and effect.

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

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, and Exhibits IV-1, IV-2, IV-3, and IV-4 are attached to, and form a part of, this MAWO. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base MAWO and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement, MAWO, and then to the Attachments according to the following priority.

Standard Attachments:

Attachment A – Statement of Work

Attachment B – Scope of Work - Goals and Objectives

Exhibits IV-1, IV-2, IV-3 and IV-4 – Line Item Budgets

Attachment C – Certification of No Conflict of Interest

Attachment D – Certification of Employee Status

Attachment E – Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

Attachment F – Contractor Acknowledgment and Confidentiality Agreement

Attachment G - County’s Administration

Attachment H - Contractor’s Administration

2.0 WORK

Pursuant to the provisions of this MAWO, Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth in Attachment A, Statement of Work, and Attachments B-1, B-2, B-3, and B-4 Scopes of Work – Goals and Objectives. This MAWO shall constitute the complete and exclusive statement of understanding between the parties relating to the subject matter of this MAWO.

3.0 TERM OF MASTER AGREEMENT WORK ORDER

The term of this MAWO shall commence on date of execution and end June 30, 2024, unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

4.0 CONTRACT RATES - PERSONNEL

Contractor shall provide temporary personnel services at the specified rates in Exhibits IV-1, IV-2, IV-3, and IV-4, Line Item Budgets. Contractor shall not add or replace specified personnel without the prior written permission of the County Project Director, or duly authorized designee.

5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that the Director of Public Health, or designee ("Director"), may cancel this MAWO, without cause, upon the giving of 10 calendar days' written notice to Contractor. As an alternative to cancellation, Director may, at his or her sole discretion, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO, via written Amendment. To implement such change, an Amendment to the MAWO shall be prepared by Director and executed by Contractor and by the Director pursuant to Master Agreement, Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.1, Amendments.

6.0 FUNDING SOURCE

Provision of services under this MAWO for African American Infant and Maternal Mortality Prevention Initiative Services is 100 percent offset by PEI, CHVP, Pritzker Children's Initiative Community Innovation Grant, and CFCI.

7.0 MAXIMUM TOTAL AMOUNT AND PAYMENT

- 7.1 The Maximum Total Amount that County will pay Contractor for all Services to be provided under this MAWO shall not exceed the amount of nine hundred sixteen thousand, six hundred seventy-five dollars (\$916,675), as set forth in Exhibit IV, Line Item Budget, for the term of performance, from date of execution through June 30, 2024, unless otherwise revised or amended under the terms of this MAWO.
- 7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibits IV-1, IV-2, IV-3, and IV-4, Line Item Budgets, attached hereto and incorporated herein by reference.
- 7.3 Contractor shall satisfactorily perform and complete all required Services in accordance with Attachment A, Statement of Work, and Attachments B-1, B-2, B-3, and B-4, Scopes of Work, notwithstanding the fact that total payment from County shall not exceed the Maximum Total Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the Attachment(s), including, but not limited to, any time spent on the preparation for such activities.

- 7.4 All invoices submitted by Contractor for payment must be submitted for approval to the County Project Manager, or designee, no later than 30 calendar days after month end, in the month that the services were rendered/performed.
- 7.5 Upon expiration or prior termination of this MAWO, Contractor shall submit to County Project Manager, within 30 calendar days of expiration or termination, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County Project Manager within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- 7.6 Contractor may request that Director modify the project budget. These requests will be reviewed and considered for approval if the Director determines that the requests are programmatically sound and fiscally appropriate. Additional budget modification instructions may be provided by County. The budget may only be modified after Contractor obtains the prior written approval of the Director or designee. No modification shall increase the maximum total amount that County pays to Contractor as provided in Paragraph 7.1. Contractor may submit budget modification requests that seek to move funds within and between any budget categories. All budget modifications shall be incorporated into this MAWO by a written Change Notice executed by Contractor and the Director, or authorized designee.
- 7.7 Health Insurance (Basic Health and Dental) must be covered 100 percent by the Contractor/Employer. Assigned Full Time Equivalent temporary personnel shall be provided with Health Insurance within 30 days of their start date and shall continue until the last day assigned to work under this MAWO.

8.0 INVOICE AND PAYMENTS

Contractor shall invoice the County in arrears only for providing the tasks, deliverables, services, and other work specified in this MAWO. Contractor shall invoice County on a Cost Reimbursement basis.

Cost Reimbursement:

- a) Salaries.
- b) Employee Benefits Full-Time – At a minimum, the benefit package must include FICA, Health Insurance (Basic Health and Dental must be 100% covered by the Contractor/Employer from inception of MAWO [provision of this benefit shall be within 30 days of their start date and shall continue until the last day assigned to work under this MAWO]), Unemployment Insurance, Disability Insurance, and Workers Compensation. Benefits shall include County observed Holiday days, vacation days, and sick days.

Employee Benefits Part-Time – At a minimum, the benefit package must include FICA, Unemployment Insurance, and Workers Compensation. County observed Holiday days, vacation days, and sick days do not apply for Part-Time personnel.

- c) Travel – Some positions will be required to travel to different locations throughout the project period as outlined in Attachment A, Statement of Work. Budget should include funding for local mileage and parking and out of town travel reimbursement. County’s current mileage reimbursement rate is \$0.615 (or 61.5 cents) per mile.
- d) Supplies/Materials.
- e) Consultant/Contractual.
- f) Other.
- g) Indirect Cost – Must not exceed 10% of total direct costs.

Invoices under this MAWO shall be submitted to the County’s Project Manager.

9.0 CONFLICT OF INTEREST

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 MAWO, further described in Master Agreement, Paragraph 8.9, Conflict of Interest.

10.0 MANDATORY COMPLETION DATE

Contractor shall provide all deliverables no later than the Completion Date identified in Attachments B-1, B-2, B-3, and B-4, Scopes of Work - Goals and Objectives. Contractor shall ensure all Services have been performed by such date.

11.0 SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that utilizes personnel not specified in this MAWO, and/or that exceeds the Total Maximum Amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

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ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS MAWO. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS MAWO ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT, REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL, WHATSOEVER. IN WITNESS WHEREOF, CONTRACTOR HAS EXECUTED THIS WORK ORDER, OR CAUSED IT TO BE DULY EXECUTED AND THE COUNTY OF LOS ANGELES, BY ORDER OF ITS BOARD OF SUPERVISORS HAS CAUSED THIS WORK ORDER TO BE EXECUTED ON ITS BEHALF BY THE COUNTY'S DIRECTOR OF PUBLIC HEALTH OR DESIGNEE THEREOF, THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LOS ANGELES

By: _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

HEALTHCARE STAFFING
PROFESSIONALS, INC.
CONTRACTOR

By: _____
Signature

Printed Name

Title: _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grant Division Management
#06890:gs

**MASTER AGREEMENT WORK ORDER FOR
AS-NEEDED TEMPORARY PERSONNEL SERVICES**

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A Statement of Work

B Scope of Work - Goals and Objectives

EXHIBIT IV - Line Item Budget

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D Certification of Employee Status

E Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

F Contractor Acknowledgment and Confidentiality Agreement

G County's Administration

H Contractor's Administration

**ATTACHMENT A
STATEMENT OF WORK**

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY
PREVENTION INITIATIVE SERVICES**

ATTACHMENT A

STATEMENT OF WORK

FOR

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

**AFRICAN AMERICAN INFANT AND MATERNAL
MORTALITY PREVENTION INITIATIVE SERVICES**

TEMP-WOS-153

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**ATTACHMENT A
STATEMENT OF WORK**

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY
PREVENTION INITIATIVE SERVICES**

1.0 DESCRIPTION OF SERVICES

- 1.1 Contractor and Contractor's personnel providing services under this Master Agreement Work Order (MAWO), acknowledge they are to be used on a temporary or time-limited basis. Contractor's assigned personnel are subject to the Contractor's benefits, discipline, termination, salaries, and all other personnel provisions, as applicable. Additionally, the Department of Public Health (Public Health) may terminate the use of any of Contractor's assigned 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 MAWO is to hire eight full-time equivalent (FTE) and one part-time equivalent (PTE) temporary staff positions for the African American Infant and Maternal Mortality (AAIMM) Prevention Initiative Services which promotes perinatal health equity.

Activity I

Two FTE temporary staff positions are needed for Perinatal Equity Initiative (PEI) activities. The temporary staff will be tasked with duties related to the implementation of the County's Five-Year Plan to address racial inequality in birth outcomes and PEI fatherhood activities. PEI activities include countywide and regional community engagement, provider training, fatherhood support, and multiple clinical and community interventions.

Activity II

Three FTE temporary staff positions are needed for the California Home Visiting Program (CHVP) AAIMM Doula Program activities. The temporary staff will be tasked with duties related to the implementation of the CHVP AAIMM Doula Program, which offers culturally congruent doula services for Black/African American pregnant individuals.

Activity III

One FTE temporary staff position is needed for the Pritzker Children's Initiative. The temporary staff will be tasked with compiling and analyzing data across multiple programs to improve quality and integration. The Pritzker Children's Initiative aims to coordinate an equitable system of care between prenatal-to-five programs.

ATTACHMENT A STATEMENT OF WORK

LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES

Activity IV

Two FTE and one PTE temporary staff positions are needed for Care First Community Investment (CFCI) AAIMM Doula Program activities. The temporary staff will be tasked with duties related to the implementation of the CFCI AAIMM Doula Program. The CFCI AAIMM Doula Program aims to expand the AAIMM Doula Program to the county women's jail to improve birth outcomes for incarcerated and reentry Black pregnant persons.

The AAIMM Prevention Initiative Services activities are 100% funded by PEI, CHVP, Pritzker Children's Initiative Community Innovation Grant, and CFCI.

2.0 PROJECT TERM

- 2.1 The term of the AAIMM Prevention Initiative Services (Project) shall be effective upon date of execution through June 30, 2024, unless sooner terminated or extended, in whole or in part, as provided in the MAWO.

3.0 COMPENSATION

- 3.1 County agrees to compensate Contractor on a cost reimbursement basis as described in the Master Agreement, Paragraph 5.4.6, COST REIMBURSEMENT.
- 3.2 Contractor shall provide the personnel in the specified job classifications at the specified rates submitted in response to the WOS, Exhibits IV-1, IV-2, IV-3, and IV-4, Line Item Budgets. Contractor shall not add or replace specified personnel without the prior written permission of the County Project Director, or designee.

4.0 QUALITY ASSURANCE PLAN

- 4.1 The County will evaluate the Contractor's performance under the MAWO using the quality assurance procedures as defined in the Master Agreement, Paragraph 8.17, COUNTY'S QUALITY ASSURANCE PLAN.
- 4.2 The County will evaluate Contractor's personnel performance under the MAWO using the measures defined in Attachments B-1, B-2, B-3, and B-4,

ATTACHMENT A STATEMENT OF WORK

LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES

Scopes of Work – Goals and Objectives.

5.0 RESPONSIBILITIES

5.1 COUNTY

The County will administer the Contract according to Master Agreement, Paragraph 6.0, ADMINISTRATION OF MASTER AGREEMENT – COUNTY.

5.2 CONTRACTOR

5.2.1 The Contractor will administer the Contract according to Master Agreement, Paragraph 7.0, ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR.

5.2.2 Pursuant to Master Agreement, Paragraph 7.5, BACKGROUND AND SECURITY INVESTIGATIONS, Contractor shall ensure that staff performing services under the MAWO shall 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 work order.

6.0 SPECIFIC DESCRIPTION OF SERVICES - TEMPORARY PERSONNEL

In order for Public Health's Division of Maternal, Child and Adolescent Health (MCAH) to meet project goals and objectives, Contractor's assigned temporary personnel must meet all minimum qualifications as a condition of beginning and continuing work throughout the Project term.

In addition to the terms and conditions specified in Master Agreement, Paragraph 7.3, 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 MAWO have been satisfied prior to beginning and while providing services under the MAWO. Such documentation shall include, if applicable, any of the specified desirable qualifications.

ATTACHMENT A STATEMENT OF WORK

LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES

Activity I: Perinatal Equity Initiative

6.1. PEI Coordinator (1.0 FTE)

The PEI Coordinator will be responsible for conducting a range of tasks related to the effective and efficient implementation of PEI and the Los Angeles County Five-Year Plan to address racial inequality in birth outcomes.

6.1.1 Minimum Qualifications:

- Five years of experience in coalition building and community engagement;
- Ability to navigate sensitive topics, political contexts, and crucial conversations, as well as support authentic and trust-worthy collaboration among both community and county stakeholders;
- Must have knowledge and understanding of the impact of social determinants on health and commitment to addressing inequality in health care and health outcomes;
- A Bachelor's Degree from an accredited college or university in a field related to the work of Public Health; and
- A valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for off-site travel to various community sites throughout Los Angeles County as needed.

6.1.2 Desirable Qualifications:

- Five years of experience in a staff capacity analyzing and making recommendations for the solving of organizational problems, systemic issues, procedural issues, programmatic issues, facility(ies) planning, budget or personnel;
- Work experience in public health at a government agency, non-profit organization, or on behalf of a government agency;
- Work experience coordinating large-scale, grant-funded, time sensitive projects;
- Ability to act with judgment, confidence, and personal initiative in a fast-paced and highly visible work environment;
- Computer literate and skilled in use of MS Windows-based programs, including MS Office (Word, Excel, PowerPoint, Access);

ATTACHMENT A STATEMENT OF WORK

LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES

- Familiarity with Results-Based Accountability;
- Personal familiarity with population of focus; and
- Strong writing and interpersonal skills.

6.2 PEI Fatherhood Coordinator (1.0 FTE)

The PEI Fatherhood Coordinator will be responsible for conducting a range of tasks related to the effective and efficient implementation of PEI fatherhood activities to address racial inequality in birth outcomes.

6.2.1 Minimum Qualifications

- Four years of experience in father support group leadership;
- A Bachelor's Degree from an accredited college or university in a field related to the work of Public Health;
- Must have knowledge and understanding of the impact of social determinants on health and commitment to addressing inequality in health care and health outcomes; and
- A valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for off-site travel to various community sites throughout Los Angeles County as needed.

6.2.2 Desirable Qualifications:

- Work experience in public health, government agency, non-profit organization, or on behalf of a government agency;
- Work experience participating in grant-funded, time-sensitive projects;
- Ability to act with good judgment, confidence, and personal initiative in a fast-paced and highly visible work environment;
- Self-starter that works well independently, with a team, and external partners;
- Computer literate and skilled in use of MS Windows-based programs, including MS Office (e.g., Word, Excel, PowerPoint, Access);
- Understanding and sensitivity to racial equity, justice, and inclusion;

ATTACHMENT A STATEMENT OF WORK

LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES

- Knowledgeable of the Black maternal and infant mortality crisis nationally and in Los Angeles County;
- Personal and professional familiarity with the population of focus; and
- Strong writing and interpersonal skills.

Activity II: California Home Visiting Program AAIMM Doula Program

6.3 CHVP AAIMM Doula Program Coordinator (1.0 FTE)

The CHVP AAIMM Doula Program Coordinator will be responsible for conducting a range of tasks related to the effective and efficient implementation of the CHVP AAIMM Doula Program to decrease racial inequality in birth outcomes.

6.3.1 Minimum Qualifications

- Two years of programmatic and administrative experience in perinatal health;
- Experience as a birth doula or full-spectrum doula;
- Must have knowledge and understanding of the impact of social determinants on health and a commitment to addressing inequality in health care and health outcomes;
- Lived and/or work experience with the population of focus, including experience with outreach & engagement of the African American/Black community;
- A Bachelor's Degree from an accredited college or university in a field related to the work of Public Health; and
- A valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for off-site travel to various community sites throughout Los Angeles County as needed.

6.3.2 Desirable Qualifications:

- Strong writing and interpersonal skills;
- Work experience in a staff capacity analyzing and making recommendations for the solving of organizational problems, systemic issues, procedural issues, programmatic issues, facility(ies) planning, budget or personnel;
- Work experience in public health at a government agency, non-profit organization, or on behalf of a government agency;

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- Project coordination experience and skills, particularly coordinating large-scale, grant-funded, time-sensitive projects;
- Experience managing a team;
- Ability to act with judgement, confidence, and personal initiative in a fast-paced and highly visible work environment; and
- Computer literate and skilled in the use of MS Windows-based programs, including MS Office (e.g., Word, Excel, PowerPoint, Access).

6.4 CHVP Initiative Analyst (1.0 FTE)

The CHVP Initiative Analyst will be responsible for conducting a range of tasks related to the effective and efficient implementation of the CHVP AAIMM Doula Program and PEI to decrease racial inequality in birth outcomes.

6.4.1 Minimum Qualifications

- Three years' experience in general administrative staff or specialized staff capacity analyzing and making recommendations for the solving of organizational problems, systemic issues, procedural issues, programmatic issues, facility(ies) planning, budget or personnel;
- A Bachelor's Degree or higher from an accredited college or university in a discipline related to the core business function of the Department, such as Public Health, Environmental, Health, Community Health Education, Behavioral Sciences, or Social Sciences; and
- A valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for off-site travel to various community sites throughout Los Angeles County as needed.

6.4.2 Desirable Qualifications:

- A Master's degree or higher from an accredited college or university in a discipline related to the core business function of the department will be accepted for one year of the required full-time work experience;
- Computer literate with skills in Microsoft Word, Power Point,

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Publisher, Excel, and similar programs;

- Experience writing reports and managing invoicing for contracts;
- Ability to act with good judgment, confidence, and personal initiative in a fast-paced and highly visible work environment;
- Understanding of the impact of social determinants on health and commitment to addressing inequality in health care and health outcomes;
- Personal familiarity and professional experience with the population of focus; and
- Strong writing and interpersonal skills.

6.5 CHVP Initiative Clinical Specialist (1.0 FTE)

The CHVP Initiative Clinical Specialist will assist the AAIMM Initiative Manager with administrative implementation of all AAIMM programs, providing mental health clinical insight and coordinating mental health referrals and resources, and direct clinical support to doulas.

6.5.1 Minimum Qualifications

- Master's Degree in Clinical or counseling Psychology, Social Work, or other Behavioral Science field;
- Licensure with the California Board of Behavioral Sciences; and
- A valid California driver's license, proof of vehicle insurance, and reliable transportation, or ability to secure timely transportation for off-site travel to various community sites throughout Los Angeles County, as needed.

6.5.2 Desirable Qualifications:

- Three years of experience providing clinical oversight to birth workers or other related experience supporting pregnant women;
- Experience providing education, case management, home visiting and/or supportive services for women and families;
- Project implementation experience and skills, particularly assisting with coordination of large-scale, grant-funded, time-sensitive projects;
- Familiarity with hospital settings, either through employment or volunteer service;
- Understanding of the impact of social determinants on health

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and commitment to addressing inequality in health care and health outcomes;

- Personal familiarity and professional experience with the population of focus;
- Ability to identify clinical emergencies and provide clinical safety plans;
- Knowledge of inter-generational trauma-informed care; and
- Strong writing and interpersonal skills.

Activity III: Pritzker Children's Initiative

6.6 Pritzker Data Analyst (1.0 FTE)

The Pritzker Data Analyst will assist with ensuring the quality and accuracy of program-related process, outcome, and evaluation data across the AAIMM Doula Program, PEI Program activities, and other activities related to the implementation and assessment of Pritzker Children's Initiative objectives.

6.6.1 Minimum Qualifications:

- A Master's degree from an accredited college with specialization in Epidemiology, Biostatistics, or Public Health;
- One year of paid or unpaid data management experience; and
- Lived and/or work experience with the population of focus, including experience with outreach & engagement of the African American/Black community and/or incarcerated individuals.

6.6.2 Desirable Qualifications:

- Proficiency in specialized statistical research software such as SAS, SPSS, ArcGIS, and GIS;
- Computer literate and skilled in use of MS Windows-based programs, including MS Office (e.g., Word, Excel, PowerPoint, Access);
- Experience using SAS/ACCESS to import data in various formats including tab- or comma delimited;
- Experience assisting with planning, developing, and maintaining research, data and related systems databases and systems;

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- Research experience working with qualitative and quantitative methods, trend data, cross-sectional data, conducting predictive analytics, and utilizing research data and data management techniques;
- Experience conducting literature reviews to contextualize the current knowledge and methodologies of a topic and provide a critical evaluation using multiple sources such as online journal databases, Federal/Local government websites and other internet sources;
- Knowledge of survey and administrative data sources from a variety of fields;
- Ability to contextualize and present data in compelling graphics for Department staff, community stakeholders, and decision-makers;
- Understanding of the impact of social determinants on health and commitment to addressing inequality in health care and health outcomes through frameworks of anti-racism and reproductive justice;
- Strong written and verbal communication skills;
- Excellent organizational and time management skills;
- Ability to work in a team, as well as the ability to work proactively and independently; and
- A valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for off-site travel to various community sites throughout Los Angeles County as needed.

Activity IV: Care First Community Investment AAIMM Doula Program

6.7 Doula Mentor (1.0 PTE)

The Doula Mentor will be responsible for ensuring the well-being of the doula cohort and the implementation of best practice service across the AAIMM Doula Program.

6.7.1 Minimum Qualifications:

- A Bachelor's Degree from an accredited college or university in a field related to the work of Public Health and at least four years of experience as a birth or full-spectrum doula; OR six years of experience as a birth or full-spectrum doula;
- Experience with mentoring, coaching, training or managing

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people;

- Lived and/or work experience with the population of focus, including experience with outreach & engagement of the African American/Black community and/or incarcerated individuals; and
- A valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for off-site travel to various community sites throughout Los Angeles County as needed.

6.7.2 Desirable Qualifications:

- Experience mentoring doulas;
- Strong interpersonal skills;
- Ability to manage timelines and milestones;
- Knowledge of the impact of social determinants on health and commitment to addressing inequality in health care and health outcomes through frameworks of anti-racism and reproductive justice;
- Ability to act with judgement, confidence, and personal initiative in a fast-paced and highly visible work environment;
- Ability to perform certain duties outside of normal business hours, including evenings and weekends;
- Clearance (presumptive or actual) to enter County jail facilities; and
- Computer literate and skilled in use of Microsoft Windows-based programs, including Microsoft Office (e.g., Word, Excel, PowerPoint, and Access).

6.8 CFCI AAIMM Doula Program Coordinator (1.0 FTE)

The CFCI AAIMM Doula Program Coordinator will be responsible for coordinating the expansion of the AAIMM Doula Program into the Century Regional Detention Facility (CRDF).

6.8.1 Minimum Qualifications

- Experience as a birth doula or full-spectrum doula;
- A Bachelor's Degree from an accredited college or university in a field related to the work of Public Health or Criminal Justice and at least two years of programmatic and administrative experience in perinatal health;
- Project coordination experience and skills, particularly in

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coordinating large-scale, grant-funded, time sensitive projects;

- Lived and/or work experience with the population of focus, including experience with outreach & engagement of the African American/Black community and/or incarcerated individuals;
- Clearance (presumptive or actual) to enter County jail facilities; and
- A valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for off-site travel to various community sites throughout Los Angeles County as needed.

6.8.2 Desirable Qualifications:

- Understand the impact of social determinants on health and commitment to addressing inequality in health care and health outcomes through frameworks of anti-racism and reproductive justice;
- Strong writing and interpersonal skills;
- Work experience, in a staff capacity, analyzing and making recommendations for the solution of problems in organization, program, procedure, budget, or personnel;
- Experience managing a team;
- Work experience in public health, government agency, non-profit organization, or on behalf of a government agency;
- Ability to act with judgement, confidence, and personal initiative in a fast-paced and highly visible work environment; and
- Computer literate and skilled in use of Microsoft Windows-based programs, including Microsoft Office (e.g., Word, Excel, PowerPoint, and Access).

6.9 CFCI Program Assistant (1.0 FTE)

The CFCI Program Assistant will assist with planning the implementation of the AAIMM Doula Program expansion.

6.9.1 Minimum Qualifications

- Two years of programmatic and administrative experience in perinatal health;
- Computer literate and skilled in use of Microsoft Windows-

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based programs, including Microsoft Office (e.g., Word, Excel, PowerPoint, and Access);

- Lived and/or work experience with the population of focus, including experience with outreach & engagement of the African American/Black community and/or incarcerated individuals;
- Clearance (presumptive or actual) to enter County jail facilities; and
- A valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for off-site travel to various community sites throughout Los Angeles County as needed.

6.9.2 Desirable Qualifications:

- A Bachelor's Degree from an accredited college of university in a field related to the work of Public Health;
- Knowledge of the impact of social determinants on health and commitment to addressing inequality in health care and health outcomes through frameworks of anti-racism and reproductive justice
- Strong writing and interpersonal skills;
- Work experience in public health, government agency, non-profit organization, or on behalf of a government agency; and
- Ability to act with judgement, confidence, and personal initiative in a fast-paced and highly visible work environment.

7.0 HOURS/DAYS OF WORK

7.1 Work shift for all temporary personnel

7.1.1 All Full-Time temporary personnel will be required to work 40 hours per week, unless a flexible work schedule (e.g., 9/80); or an alternative work schedule is approved by the County Program Director or Supervisor. The normal working schedule will be daytime (within 7 a.m. and 7 p.m.), Monday through Friday. For select employees, there may be occasional evening and/or weekend hours. Staff scheduling will be adjusted to accommodate telecommuting, working off site, and flexible work schedules in order to meet program goals and objectives.

7.1.2 All schedules require the prior written authorization of the County

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Program Director, or designee.

8.0 WORK LOCATION

- 8.1 Services described herein shall be provided at: 600 S. Commonwealth Avenue, Los Angeles, CA 90005, or at a Public Health designated office, and/or according to a written authorization to telecommute or remote working arrangement as needed.

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ACTIVITY I - PERINATAL EQUITY INITIATIVE**

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: **EFFECTIVE UPON DATE OF EXECUTION THROUGH JUNE 30, 2024**

GOAL: CONTRACTOR'S RESPONSIBILITY = Identify, recruit, and hire temporary personnel and perform ongoing human resources functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1.0 Contractor will recruit and hire two (2) qualified temporary personnel staff to perform Perinatal Equity Initiative (PEI) activities associated with the African American Infant and Maternal Mortality (AAIMM) Prevention Initiative.	a. Submit a hiring plan for approval to the Division of Maternal, Child and Adolescent Health (MCAH).	Within 3 days of MAWO execution.	a. Letter(s) of MCAH approval and related material will be kept on file.
	b. Schedule interviews in collaboration with MCAH.	Within 10 days of MAWO execution.	b. Completed materials will be kept on file and results documented in monthly reports.
	c. Hire temporary personnel and prepare personnel files.	Within 15 days of MAWO execution.	c. Selection process files maintained by MCAH.
	d. Temporary personnel report to Contractor to initiate employment application process and submit for a background check.	Within 15 days of MAWO execution.	d. Records to be maintained on file with Contractor for review by MCAH during audit and technical reviews.
	e. Temporary personnel report to MCAH for orientation.	Upon hire.	e. Maintain employee time records.
1A Contractor will manage the administrative policies and procedures for hiring the temporary personnel.	a. Contractor will provide employment procedures and policies to MCAH for review; to include an overview of timekeeping and other key elements.	Within 5 days of MAWO execution.	a. Letter(s) of MCAH approval and related material will be kept on file.
	b. Contractor will pay temporary personnel a minimum of twice a month, on a biweekly basis.	Upon hire and ongoing through June 30, 2024	b. A monthly report of payments to temporary personnel will be submitted with a detailed invoice monthly, 30 days in arrears.

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CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

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GOAL: CONTRACTOR'S RESPONSIBILITY = Identify, recruit, and hire temporary personnel and perform ongoing human resources functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	c. Contractor will develop a six-month probationary evaluation for MCAH to evaluate temporary personnel for suitability for continued employment.	Within 45 days of MAWO execution.	c. Contractor will maintain an employee file with all employment records and evaluations.
	d. Contractor will disseminate a six-month probationary performance review for MCAH to assess and provide input on the appropriate temporary personnel.	Six months after hiring.	d. Contractor will maintain an employee file with all employment records and evaluations.
	e. Contractor will invoice MCAH 30 days in arrears for costs incurred related to the Work Order.	Upon hire and ongoing through June 30, 2024.	e. Contractor invoices will be kept on file. Submit invoices to identified MCAH contact.
	f. Contractor will comply with the annual requirements of the MCAH administrative review.	Ongoing through June 30, 2024.	f. Responses will be maintained in e-records in PDF format.
	g. Contractor will submit a cost report no later than 30 days after the end of the MAWO.	No later than 30 days after the end of the MAWO.	g. MCAH will maintain records of cost reports and will respond to cost reports.

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GOAL: CONTRACTOR'S RESPONSIBILITY = Identify, recruit, and hire temporary personnel and perform ongoing human resources functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1B Temporary personnel will be HIPAA certified in compliance with County Department of Public Health (Public Health) policy and trained in quality assurance measures for data collection prior to employment.	a. Contractor will recruit HIPAA certified temporary personnel. Temporary personnel will provide HIPAA certification with application. Contractor will assist candidates by making available HIPAA training modules.	Upon hire.	a. Certificates indicating completion of trainings will be kept on file.
Temporary Personnel will need to be HIPAA-certified prior to being granted access to any Protected Health Information.	b. Public Health HIPAA compliance trainings and MCAH data collection trainings will be completed.	Upon hire.	b. Certificates indicating completion of trainings will be kept on file.
1C Contractor will ensure that temporary personnel perform all responsibilities of the contracted work as assigned.	a. Monitor progress of temporary personnel to ensure performance is at the required standards to fulfill the responsibilities of the contracted work.	Upon hire and ongoing through June 30, 2024.	a. Completed performance evaluation materials will be kept on file and results documented in monthly reports.

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CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: EFFECTIVE UPON DATE OF EXECUTION THROUGH JUNE 30, 2024

PEI COORDINATOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
2.0 PEI Coordinator (1.0 FTE) The PEI Coordinator will be responsible for conducting a range of tasks related to the effective and efficient implementation of PEI and the Los Angeles County Five-Year Plan to address racial inequality in birth outcomes.	a. Coordinate the planning, implementation, monitoring and evaluation of PEI interventions and African American Infant & Maternal Mortality (AAIMM) strategies.	Upon hire and ongoing through June 30, 2024.	a. Program documentation will be kept on file.
	b. Represent Los Angeles County in all PEI statewide meetings and prepare quarterly and annual reporting as required by the State.	Upon hire and ongoing through June 30, 2024.	b. Meeting documentation will be kept on file.
	c. Organize and participate in AAIMM countywide Steering Committee and management team meetings.	Upon hire and ongoing through June 30, 2024.	c. Meeting documentation will be kept on file.
	d. Participate in the organization and communication of interdepartmental leadership group meetings and four regional Community Action Teams. Meeting attendance will require travel countywide, including Antelope Valley.	Upon hire and ongoing through June 30, 2024.	d. Meeting documentation will be kept on file.
	e. Develop and prepare funding solicitations, monitor budgets and contracts, and provide technical assistance and thought partnership to contracted agencies.	Upon hire and ongoing through June 30, 2024.	e. Solicitation and budgets will be kept on file.

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CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

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PEI COORDINATOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	f. Collaborate with First 5 LA communications team to provide input on messaging of AAIMM efforts.	Upon hire and ongoing through June 30, 2024.	f. Website content documentation will be kept on file.
	g. Supervise PEI Fatherhood Consultant.	Upon hire and ongoing through June 30, 2024.	g. Documentation of supervision kept on file.
	h. Present the work of PEI and AAIMM at a variety of meetings and conferences.	Upon hire and ongoing through June 30, 2024.	h. Presentations will be kept on file.
	i. Other duties as assigned.	Upon hire and ongoing through June 30, 2024.	i. Assignment documentation will be kept on file.

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CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

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PEI FATHERHOOD COORDINATOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
3.0 PEI Fatherhood Coordinator (1.0 FTE) The PEI Fatherhood Coordinator will be responsible for conducting a range of tasks related to the effective and efficient implementation of PEI fatherhood activities to address racial inequality in birth outcomes.	a. Perform as the lead in planning, implementing, monitoring, and evaluating all PEI fatherhood activities.	Upon hire and ongoing through June 30, 2024.	a. Documentation of activities will be kept on file.
	b. Prepare and deliver culturally responsive fatherhood program covering topics that include pregnancy support and parenting advocacy. The curriculum must have a foundation in: (1) understanding the importance and impact of fathers during pregnancy, childbirth, and child rearing, and (2) anti-racism and the unique historical and current social context in which Black fathers operate. Curriculum will also include referral for wrap-around services for father participants. Support group services will be provided to up to 75 Black men in Antelope Valley and 125 in South LA/South Bay annually. Meeting attendance will require travel countywide, primarily in South Los Angeles and Antelope Valley.	Upon hire and ongoing through June 30, 2024.	b. Curriculum and sign-in sheets will be kept on file.
	c. Coordinate and facilitate additional virtual and/or in-person fatherhood events, including location logistics, scheduling, maintaining mailing lists and invitations.	Upon hire and ongoing through June 30, 2024.	c. Sign-in sheets, agendas, and related event documents will be kept on file.

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CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

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PEI FATHERHOOD COORDINATOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	Events can include, but are not limited to, workshops, classes and informationals, and the AAIMM Black Daddy Dialogue group.		
	d. Implement recruitment and retention plan. Plan must include partnership with the regional offices of the Black Infant Health program as well as community-based organizations to (1) recruit expectant and postpartum fathers and (2) design and implement innovative strategies to improve outreach to and access for Black fathers.	Upon hire and ongoing through June 30, 2024.	d. Recruitment and retention plan will be kept on file.
	e. Develop materials for the recruitment of fathers for program participation and agencies for technical assistance; submit to Public Health for approval and distribute.	Upon hire and ongoing through June 30, 2024.	e. Recruitment materials will be kept on file.
	f. Provide Technical Assistance on adoption of father-friendly, culturally appropriate practices to at least two agencies in Service Planning Area (SPA) 1 and three in SPAs 6/8.	Upon hire and ongoing through June 30, 2024.	f. Communications content and tools will be kept on file.
	g. Work with PEI Coordinator and State PEI staff to set and track 2-3 Results-Based	Upon hire and ongoing through June 30, 2024.	g. RBA measures will be kept on file.

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CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

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PEI FATHERHOOD COORDINATOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	h. Accountability (RBA) Measures to evaluate implementation. Collect participant data, including participant demographic information, attendance logs, participant satisfaction, and partner birth outcomes.	Upon hire and ongoing through June 30, 2024	h. Data will be kept on file.
	i. Work collaboratively with Public Health's AAIMM Initiative partner, First 5 LA, and other key stakeholders to develop communications content and tools to promote fatherhood events.	Upon hire and ongoing through June 30, 2024	i. Communications with First 5 LA will be kept on file.
	j. Analyze and make recommendations to improve organizational processes or work procedures.	Upon hire and ongoing through June 30, 2024	j. Documentation will be kept on file.
	k. Attend AAIMM MCAH team meetings and Steering Committee and regional AAIMM Community Action Team meetings.	Upon hire and ongoing through June 30, 2024	k. Agendas, notes, presentation materials, etc. will be kept on file.
	l. Participate in regular check-ins with PEI Coordinator.	Upon hire and ongoing through June 30, 2024	l. Documentation will be kept on file.
	m. Other duties as assigned.	Upon hire and ongoing through June 30, 2024	m. Documentation of additional assignments will be kept on file.

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SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY II – CALIFORNIA HOME VISITING PROGRAM AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

GOAL: CONTRACTOR'S RESPONSIBILITY = Identify, recruit, and hire temporary personnel and perform ongoing human resources functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1.0 Contractor will recruit and hire 3 qualified temporary personnel staff (staff) to perform California Home Visiting Program (CHVP) African American Infant and Maternal Mortality (AAIMM) Doula Program activities associated with the AAIMM Prevention Initiative.	a. Submit a hiring plan for approval to the Division of Maternal, Child and Adolescent Health (MCAH). b. Schedule interviews in collaboration with MCAH. c. Hire temporary personnel and prepare personnel files. d. Temporary personnel report to Contractor to initiate employment application process and submit for a background check. e. Temporary personnel report to MCAH for orientation.	Within 3 days of MAWO execution. Within 10 days of MAWO execution. Within 15 days of MAWO execution. Within 15 days of MAWO execution. Upon hire.	a. Letter(s) of MCAH approval and related material will be kept on file. b. Completed materials will be kept on file and results will be documented in monthly reports. c. Selection process files maintained by MCAH. d. Records to be maintained on file with Contractor for review by MCAH during audit and technical reviews. e. Maintain employee time records.
1A Contractor will manage the administrative policies and procedures for hiring the temporary personnel.	a. Contractor will provide employment procedures and policies to MCAH for review to include an overview of timekeeping and other key elements. b. Contractor will pay temporary personnel a minimum of twice a month, on a biweekly basis.	Within 5 days of MAWO execution. Upon hire and ongoing through June 30, 2024.	a. Letter(s) of MCAH approval and related material will be kept on file. b. A monthly report of payments that are issued to temporary personnel will be submitted with a detailed invoice monthly, 30 days in arrears.

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ACTIVITY II – CALIFORNIA HOME VISITING PROGRAM AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

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TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

GOAL: CONTRACTOR'S RESPONSIBILITY = Identify, recruit, and hire temporary personnel and perform ongoing human resources functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	c. Contractor will develop a six-month probationary evaluation for MCAH to evaluate temporary personnel for suitability for continued employment.	Within 45 days of MAWO execution.	c. Contractor will maintain an employee file with all employment records and evaluations.
	d. Contractor will disseminate a six-month probationary performance review for MCAH to assess and provide input on the appropriate temporary personnel.	Six months after hiring.	d. Contractor will maintain an employee file with all employment records and evaluations.
	e. Contractor will invoice MCAH 30 days in arrears for costs incurred related to the Work Order.	Upon hire and ongoing through June 30, 2024.	e. Contractor invoices will be kept on file. Submit invoices to identified MCAH contact.
	f. Contractor will comply with the annual requirements of the MCAH administrative review.	Ongoing through June 30, 2024.	f. Responses will be maintained in e-records in PDF format.
	g. Contractor will submit a cost report no later than 30 days after the end of the MAWO.	No later than 30 days after the end of the MAWO.	g. MCAH will maintain records of cost reports and will respond to cost reports.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY II – CALIFORNIA HOME VISITING PROGRAM AAIMM DOULA PROGRAM**

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

GOAL: CONTRACTOR'S RESPONSIBILITY = identify, recruit, and hire temporary personnel and perform ongoing human resources functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1B Temporary personnel will be HIPAA certified in compliance with County of Los Angeles' Department of Public Health (Public Health) policy and trained in quality assurance measures for data collection prior to employment. Temporary Personnel will need to be HIPAA-certified prior to being granted access to any Protected Health Information.	a. Contractor will recruit HIPAA certified temporary personnel. Temporary personnel will provide HIPAA certification with application. Contractor will assist candidates by making available HIPAA training modules. b. Public Health HIPAA compliance trainings and MCAH data collection trainings will be completed.	Upon hire. Upon hire.	a. Certificates indicating completion of trainings will be kept on file. b. Certificates indicating completion of trainings will be kept on file.
1C Contractor will ensure that temporary personnel perform all responsibilities of the contracted work as assigned.	a. Monitor progress of temporary personnel to ensure performance is at the required standards to fulfill the responsibilities of the contracted work.	Upon hiring and ongoing through June 30, 2024.	a. Completed performance evaluation materials will be kept on file and results documented in monthly reports.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY II – CALIFORNIA HOME VISITING PROGRAM AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

CHVP AAIMM DOULA PROGRAM COORDINATOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
2.0 CHVP AAIMM Doula Program Coordinator (1.0 FTE) The California Home Visiting Program (CHVP) AAIMM Doula Program Coordinator will be responsible for conducting a range of tasks related to the effective and efficient implementation of the CHVP Doula Program to decrease racial inequality in birth outcomes	a. Implement, monitor and assist with evaluation of the AAIMM Doula Program.	Upon hire and ongoing through June 30, 2024	a. Documentation of activities will be kept on file.
	b. Recruit, hire and onboard doulas, as needed.	Upon hire and ongoing through June 30, 2024	b. Doula team applications and onboarding materials on file.
	c. Monitor direct service activities and bi-weekly processing of doula stipends with Public Health AAIMM Doula Administration team.	Upon hire and ongoing through June 30, 2024	c. Stipend documentation on file.
	d. Assist with client recruitment, screening, and placement.	Upon hire and ongoing through June 30, 2024	d. Client recruitment materials and assignments on file.
	e. Facilitate doula team meetings, and facilitate or participate in subcontractor, doula advisory, and AAIMM steering committee meetings.	Upon hire and ongoing through June 30, 2024	e. Sign-in sheets, agendas, and any other related meeting documents will be kept on file.
	f. Assist with developing and implementing subcontracts for training and/or services.	Upon hire and ongoing through June 30, 2024	f. Contracts on file with detail of training, attendees and evaluations
	g. Facilitate program presentations to, and maintain relationships with, healthcare facilities, providers, and organizations that provide perinatal services.	Upon hire and ongoing through June 30, 2024	g. Presentations will be kept on file.
	h. Provide regular legislative and programmatic updates to the AAIMM management and Community Action Teams regarding doulas.	Upon hire and ongoing through June 30, 2024.	h. Presentations will be kept on file.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY II – CALIFORNIA HOME VISITING PROGRAM AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

CHVP AAIMM DOULA PROGRAM COORDINATOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	i. Participate in regular meetings of Public Health AAIMM team and in check-ins with AAIMM Initiative Manager.	Upon hire and ongoing through June 30, 2024.	i. Meeting schedule and/or notes will be kept on file.
	j. Regularly review and assess program data and protocols with Epidemiologist to identify pivots.	Upon hire and ongoing through June 30, 2024.	j. Data and protocols will be kept on file.
	k. Complete ongoing reporting requirements for CHVP Innovation funding.	Upon hire and ongoing through June 30, 2024.	k. Grant reporting will be kept on file.
	l. Collaborate with Public Health's AAIMM Initiative partner, First 5 LA, and other key stakeholders to develop communications content and tools to promote doulas and the Doula Program.	Upon hire and ongoing through June 30, 2024.	l. Communications content and tools will be kept on file.
	m. Participate in the development of a County and/or state sustainability plan for doula services.	Upon hire and ongoing through June 30, 2024	m. Evaluation and sustainability plan will be kept on file.
	n. Coordinate with staff and community partners to train existing doulas, new doulas, and/or clinicians.	Upon hire and ongoing through June 30, 2024	n. Documentation of training participants will be kept on file.
	o. Assist the AAIMM Initiative Manager with CHVP budget management, revision, and grant reporting.	Upon hire and ongoing through June 30, 2024	o. Budgets, revisions, and grant reporting kept on file.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY II – CALIFORNIA HOME VISITING PROGRAM AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-153

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

CHVP AAIMM DOULA PROGRAM COORDINATOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	p. Develop a project evaluation plan as well as sustainability plans for doula services.	Upon hire and ongoing through June 30, 2024	p. Evaluation and sustainability plan will be kept on file.
	q. Other duties as assigned.	Upon hire and ongoing through June 30, 2024	q. Assignment documentation will be kept on file.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY II – CALIFORNIA HOME VISITING PROGRAM AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

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TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

CHVP INITIATIVE ANALYST			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
3.0 CHVP Initiative Analyst (1.0 FTE) The CHVP Initiative Analyst will be responsible for conducting a range of tasks related to the effective and efficient implementation of CHVP Doula Program and Perinatal Equity Initiative (PEI) to decrease racial inequality in birth outcomes.	a. Perform as the lead in managing internal controls and processes for any procurement needed to support the PEI and CHVP Doula Program.	Upon hire and ongoing through June 30, 2024.	a. Documentation of activities will be kept on file.
	b. Ensure timely and accurate submission of doula activity logs, doula invoices, and client data forms.	Upon hire and ongoing through June 30, 2024.	b. Doula logs, invoices, and data forms will be kept on file.
	c. Organize and participate in Doula and AAIMM programmatic and partner meetings, including location logistics, maintaining mailing lists and attendance rosters, and note taking.	Upon hire and ongoing through June 30, 2024.	c. Sign-in sheets, agendas, and any other related meeting documents will be kept on file.
	d. Assist in budget planning, fiscal oversight, and monitoring of PEI and CHVP Doula Program activities.	Upon hire and ongoing through June 30, 2024.	d. Documentation of activities will be kept on file.
	e. Analyze and make recommendations to improve organizational processes or work procedures.	Upon hire and ongoing through June 30, 2024.	e. Documentation of organizational processes or work procedures will be kept on file.
	f. Maintain administrative reports and records and prepare programmatic reporting documentation required by County, State and federal agencies.	Upon hire and ongoing through June 30, 2024.	f. Reporting documentation will be kept on file.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY II – CALIFORNIA HOME VISITING PROGRAM AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-153

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

CHVP INITIATIVE ANALYST			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	g. Assist in the development and implementation of evaluation protocols across PEI and CHVP Doula Program objectives.	Upon hire and ongoing through June 30, 2024.	g. Evaluation protocols will be kept on file.
	h. Create and disseminate flyers, newsletters, pamphlets, posters, and/or articles in support of AAIMM, as necessary.	Upon hire and ongoing through June 30, 2024.	h. Marketing materials will be kept on file.
	i. Other duties as assigned.	Upon hire and ongoing through June 30, 2024.	i. Assignment documentation will be kept on file.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY II – CALIFORNIA HOME VISITING PROGRAM AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

CHVP INITIATIVE CLINICAL SPECIALIST			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
4.0 CHVP Initiative Clinical Specialist (1.0 FTE) The CHVP Initiative Clinical Specialist will provide ongoing support to the AAIMM Initiative Manager and Doula Program Coordinators, and clinical support to doulas.	a. Provide one-on-one supervision/clinical support with AAIMM and CFCI doulas. Meet with doulas twice per month to review caseloads, upcoming births, concerns about the prenatal caseload, and discuss all births and postpartum visits.	Upon hire and ongoing through June 30, 2024.	a. Schedule of clinical calls will be kept on file. Meeting notes will be kept on file.
	b. Deliver or arrange for other trainers for quarterly professional development and peer support sessions for doulas.	Upon hire and ongoing through June 30, 2024.	b. Schedule and content of trainings will be kept on file.
	c. Provide phone support for non-medical questions related to pregnancy, medical appointments, and births.	Upon hire and ongoing through June 30, 2024.	c. Schedule and follow up notes will be kept on file.
	d. Meets with AAIMM Initiative Manager and Doula Program Coordinators weekly to review program progress, challenges and data collection.	Upon hire and ongoing through June 30, 2024.	d. Meeting notes will be kept on file.
	e. Act as a liaison for the Doula Advisory Committee to provide information and address concerns regarding the implementation of the doula program.	Upon hire and ongoing through June 30, 2024.	e. Committee meeting schedule, agendas, notes will be kept on file.
	f. Ensure coordinated pathways to mental health referrals and support for doula clients.	Upon hire and ongoing through June 30, 2024.	f. Mental health referral options will be kept on file.
	g. Assist Program Coordinators with grant reporting and presentations as needed.	Upon hire and ongoing through June 30, 2024.	g. Grant reports and presentations will be kept on file.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY III - PRITZKER CHILDREN'S INITIATIVE**

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

GOAL: CONTRACTOR'S RESPONSIBILITY = Identify, recruit, and hire temporary personnel and perform ongoing human resources functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1.0 Contractor will recruit and hire one qualified temporary personnel staff to perform Pritzker Children's Initiative activities associated with the African American Infant and Maternal Mortality (AAIMM) Prevention Initiative.	a. Submit a hiring plan for approval to the Division of Maternal, Child and Adolescent Health (MCAH).	Within 3 days of MAWO execution.	a. Letter(s) of MCAH approval and related material will be kept on file.
	b. Schedule interviews in collaboration with MCAH.	Within 10 days of MAWO execution.	b. Completed materials will be kept on file and results documented in monthly reports.
	c. Hire temporary personnel and prepare personnel files.	Within 15 days of MAWO execution.	c. Selection process files maintained by MCAH.
	d. Temporary personnel report to Contractor to initiate employment application process and submit for a background check.	Within 15 days of MAWO execution.	d. Records to be maintained on file with Contractor for review by MCAH during audit and technical reviews.
	e. Temporary personnel report to MCAH for orientation.	Upon hire.	e. Maintain employee time records.
1A Contractor will manage the administrative policies and procedures for hiring the temporary personnel.	a. Contractor will provide employment procedures and policies to MCAH for review to include an overview of timekeeping and other key elements.	Within 5 days of MAWO execution.	a. Letter(s) of MCAH approval and related material will be kept on file.
	b. Contractor will pay temporary personnel a minimum of twice a month, on a biweekly basis.	Upon hire and ongoing through June 30, 2024.	b. A monthly report of payments to temporary personnel will be submitted with a detailed invoice monthly, 30 days in arrears.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY III - PRITZKER CHILDREN'S INITIATIVE**

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

GOAL: CONTRACTOR'S RESPONSIBILITY = Identify, recruit, and hire temporary personnel and perform ongoing human resources functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	c. Contractor will develop a six-month probationary evaluation for MCAH to evaluate temporary personnel for suitability for continued employment.	Within 45 days of MAWO execution.	c. Contractor will maintain an employee file with all employment records and evaluations.
	d. Contractor will disseminate a six-month probationary performance review for MCAH to assess and provide input on the appropriate temporary personnel.	Six months after hiring.	d. Contractor will maintain an employee file with all employment records and evaluations.
	e. Contractor will invoice MCAH 30 days in arrears for costs incurred related to the MAWO.	Upon hire and ongoing through June 30, 2024.	e. Contractor invoices will be kept on file. Submit invoices to identified MCAH contact.
	f. Contractor will comply with the annual requirements of the MCAH administrative review.	Ongoing through June 30, 2024.	f. Responses will be maintained in e-records in PDF format.
	g. Contractor will submit a cost report no later than 30 days after the end of the MAWO.	No later than 30 days after the end of the MAWO.	g. MCAH will maintain records of cost reports and will respond to cost reports.

MASTER AGREEMENT NUMBER: PH-004689

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

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**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY III - PRITZKER CHILDREN'S INITIATIVE**

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-153

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

PRITZKER DATA ANALYST			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
2.0 Pritzker Data Analyst (1.0 FTE) The Pritzker Data Analyst will assist with ensuring the quality and accuracy of program related process, outcome, and evaluation data across the AAIMM Doula Program, Perinatal Equity Initiative (PEI) Program activities, and other activities related to the implementation and assessment of Pritzker Children's Initiative objectives.	a. Ensure timely and accurate submission of doula activity logs and client data forms.	Upon hire and ongoing through June 30, 2024.	a. Program documentation/online case management system will be kept on file.
	b. Review client forms for California Home Visiting Program & Care First Community Investment doula programs and update program systems.	Upon hire and ongoing through June 30, 2024.	b. Program documentation/online case management system will be kept on file.
	c. Manage dedicated program email accounts.	Upon hire and ongoing through June 30, 2024.	c. Email and documentation will be kept on file in archived subfolders.
	d. Communicate with doulas regarding form accuracy and submissions.	Upon hire and ongoing through June 30, 2024.	d. Email and documentation will be kept on file in archived subfolders.
	e. Be responsible for routine back up of all AAIMM Doula Program system data.	Upon hire and ongoing through June 30, 2024.	e. Program documentation/online case management system will be kept on file and archived to a network subfolder.
	f. Complete client level data entry for core AAIMM Doula Program and extension.	Upon hire and ongoing through June 30, 2024.	f. Program documentation and Access data base system
	g. Assist Public Health AAIMM Epidemiologist with data management, quality assurance checks, and running reports of program management data including feedback to program staff as issues	Upon hire and ongoing through June 30, 2024.	g. Routine reports reviewed by Epidemiologist, SAS programs and associated reports are kept on file.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY III - PRITZKER CHILDREN'S INITIATIVE**

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-153

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

PRITZKER DATA ANALYST			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	<p>arise.</p> <p>h. Basic data cleaning, stacking, formatting, and quality assurance of client level data.</p> <p>i. Assist Epidemiologist with Internal Review Board documentation, renewals, applications, and reporting.</p> <p>j. Attend all required AAIMM team meetings and trainings.</p> <p>k. Maintain compliance with all Public Health trainings and mandates.</p> <p>l. Conduct client satisfaction interviews, collect, and analyze the data, and complete regular reports.</p> <p>m. Assist PEI Coordinator with data requests and reporting as necessary.</p> <p>n. Assist with routine updates to data reports, dashboards, presentations, and slides, including analysis and preparation of program-specific and state vital statistics data.</p>	<p>Upon hire and ongoing through June 30, 2024.</p> <p>Upon hire and ongoing through June 30, 2024.</p> <p>Upon hire and ongoing through June 30, 2024.</p> <p>Upon hire and ongoing through June 30, 2024.</p> <p>Upon hire and ongoing through June 30, 2024.</p> <p>Upon hire and ongoing through June 30, 2024.</p> <p>Upon hire and ongoing through June 30, 2024.</p>	<p>h. SAS code and data sets reviewed by Epidemiologist, SAS programs and associated reports are kept on file.</p> <p>i. Proposal and application documentation will be kept on file.</p> <p>j. Documentation of meeting attendance will be kept on file.</p> <p>k. Documentation of Public Health training completion kept online in web-based training system.</p> <p>l. Survey data entered online into MS Forms. Data, reports, and SAS programs reviewed by Epidemiologist and saved to network folders.</p> <p>m. Documentation of data requests will be kept on file.</p> <p>n. Documentation of data requests will be kept on file.</p>

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY III - PRITZKER CHILDREN'S INITIATIVE

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

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TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

PRITZKER DATA ANALYST			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	o. Other duties as assigned.	Upon hire and ongoing through June 30, 2024.	o. Assignment documentation will be kept on file.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY IV - CARE FIRST COMMUNITY INVESTMENT AAIMM DOULA PROGRAM**

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

GOAL: CONTRACTOR'S RESPONSIBILITY = Identify, recruit, and hire temporary personnel and perform ongoing human resources functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1.0 Contractor will recruit and hire three qualified temporary personnel staff to perform Care First Community Investment (CFCI) Doula Program activities associated with the African American Infant and Maternal Mortality (AAIMM) Prevention Initiative.	a. Submit a hiring plan for approval to the Division of Maternal, Child and Adolescent Health (MCAH). b. Schedule interviews in collaboration with MCAH. c. Hire temporary personnel and prepare personnel files. d. Temporary personnel report to Contractor to initiate employment application process and submit for a background check. e. Temporary personnel report to MCAH for orientation.	Within 3 days of Master Agreement Work Order (MAWO) execution. Within 10 days of MAWO execution. Within 15 days of MAWO execution. Within 15 days of MAWO execution. Upon hire.	a. Letter(s) of MCAH approval and related material will be kept on file. b. Completed materials will be kept on file and results documented in monthly reports. c. Selection process files maintained by MCAH. d. Records to be maintained on file with Contractor for review by MCAH during audit and technical reviews. e. Maintain employee time records.
1A Contractor will manage the administrative policies and procedures for hiring the temporary personnel.	a. Contractor will provide employment procedures and policies to MCAH for review to include an overview of timekeeping and other key elements. b. Contractor will pay temporary personnel a minimum of twice a month, on a biweekly basis.	Within 5 days of MAWO execution. Upon hire and ongoing through June 30, 2024.	a. Letter(s) of MCAH approval and related material will be kept on file. b. A monthly report of payments to temporary personnel will be submitted with a detailed invoice monthly, 30 days in arrears.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY IV - CARE FIRST COMMUNITY INVESTMENT AAIMM DOULA PROGRAM**

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

GOAL: CONTRACTOR'S RESPONSIBILITY = Identify, recruit, and hire temporary personnel and perform ongoing human resources functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	c. Contractor will develop a six-month probationary evaluation for MCAH to evaluate temporary personnel for suitability for continued employment.	Within 45 days of MAWO execution.	c. Contractor will maintain an employee file with all employment records and evaluations.
	d. Contractor will disseminate a six-month probationary performance review for MCAH to assess and provide input on the appropriate temporary personnel.	Six months after hiring.	d. Contractor will maintain an employee file with all employment records and evaluations.
	e. Contractor will invoice MCAH 30 days in arrears for costs incurred related to the Work Order.	Upon hire and ongoing through June 30, 2024.	e. Contractor invoices will be kept on file. Submit invoices to identified MCAH contact.
	f. Contractor will comply with the annual requirements of the MCAH administrative review.	Ongoing through June 30, 2024.	f. Responses will be maintained in e-records in PDF format.
	g. Contractor will submit a cost report no later than 30 days after the end of the MAWO.	No later than 30 days after the end of the MAWO.	g. MCAH will maintain records of cost reports and will respond to cost reports.

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AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY IV - CARE FIRST COMMUNITY INVESTMENT AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

CFCI AAIMM DOULA PROGRAM COORDINATOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
2.0 CFCI AAIMM Doula Program Coordinator (1.0 FTE) The CFCI AAIMM Doula Program Coordinator will be responsible for planning and coordinating the expansion of the AAIMM Doula Program.	a. Plan the implementation and evaluation of the AAIMM Doula Program expansion into the Century Regional Detention Facility (CRDF).	Upon hire and ongoing through June 30, 2024.	a. Documentation of activities will be kept on file
	b. Supervise CFCI Program Assistant.	Upon hire and ongoing through June 30, 2024.	b. Supervision items will be kept on file.
	c. Recruit and orient cohort doulas.	Upon hire and ongoing through June 30, 2024.	c. Hiring and orientation documents will be kept on file.
	d. Coordinate workforce development trainings for doula cohort.	Upon hire and ongoing through June 30, 2024.	d. Training documents will be kept on file.
	e. Facilitate or participate in program operations meetings with CRDF, Health Services, Public Health and AAIMM (and others, as needed).	Upon hire and ongoing through June 30, 2024	e. Meeting schedule and notes will be kept on file.
	f. Facilitate doula cohort meetings for administrative updates and peer-to-peer support.	Upon hire and ongoing through June 30, 2024	f. Meeting schedule and notes will be kept on file.
	g. Revise doula agreements and client data forms and assist Public Health Epidemiologist with Internal Review Board requirements for collecting data of sensitive population.	Upon hire and ongoing through June 30, 2024	g. Revised documents will be kept on file.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY IV - CARE FIRST COMMUNITY INVESTMENT AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

CFCI AAIMM DOULA PROGRAM COORDINATOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	h. Assisting with developing and implementing subcontracts for training and/or services.	Upon hire and ongoing through June 30, 2024.	h. Subcontract documentation will be kept on file
	i. Coordinate purchasing and distribution of client incentives with AAIMM Doula Program Administrative team.	Upon hire and ongoing through June 30, 2024.	i. Purchasing requests will be kept on file.
	j. Present program to healthcare and criminal justice facilities, providers, and reentry organizations, as well as to potential clients and the AAIMM Steering Committee and/or Community Action Teams.	Upon hire and ongoing through June 30, 2024.	j. Presentation slides and meeting dates will be kept on file.
	k. Participate in regular budget and program one-on-one check-ins with the AAIMM Manager.	Upon hire and ongoing through June 30, 2024.	k. Meeting schedule and notes will be kept on file.
	l. Participate in regular meetings of AAIMM administrative team.	Upon hire and ongoing through June 30, 2024.	l. Meeting schedule and notes will be kept on file.
	m. Other duties as assigned.	Upon hire and ongoing through June 30, 2024.	m. Documented on progress reports and or performance evaluations.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY IV - CARE FIRST COMMUNITY INVESTMENT AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

CFCI PROGRAM ASSISTANT			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
3.0 CFCI Program Assistant (1.0 FTE) The CFCI Program Assistant will assist with planning and implementation of the AAIMM Doula Program expansion.	a. Attend and take minutes at all doula cohort and program operations meetings.	Upon hire and ongoing through June 30, 2024.	a. Minutes will be kept on file.
	b. Assist with planning doula trainings.	Upon hire and ongoing through June 30, 2024.	b. Training dates and curricula will be kept on file.
	c. Assist in preparing processes for screening, completing intake for, and assigning clients as referred by CRDF.	Upon hire and ongoing through June 30, 2024.	c. Screening and intake protocols will be kept on file.
	d. Maintain records of all doula agreements and prepare record keeping for doula logs, invoices, client enrollments and client data forms.	Upon hire and ongoing through June 30, 2024.	d. All documentation will be kept on file.
	e. Assist with purchasing client incentives.	Upon hire and ongoing through June 30, 2024.	e. Purchasing requests will be kept on file.
	f. Assist with preparation of program presentations, funder updates and reports, and flyer dissemination.	Upon hire and ongoing through June 30, 2024.	f. Presentation and other materials will be kept on file.
	g. Participate in regular meetings of AAIMM team and in check-ins with Program Coordinator.	Upon hire and ongoing through June 30, 2024.	g. Meeting dates and notes will be kept on file.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY IV - CARE FIRST COMMUNITY INVESTMENT AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

DOULA MENTOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
4.0 Doula Mentor (1.0 PTE) The Doula Mentor will be responsible for ensuring the well-being of the doula cohort and the implementation of best practice service(s) across the AAIMM Doula Program.	a. Build relationships with, and provide one-on-one direct support for, each doula through bi-monthly mentoring/support calls and individual debrief calls swiftly after every client delivery.	Upon hire and ongoing through June 30, 2024.	a. Debrief schedule and notes will be kept on file.
	b. Identify needs for, and provide capacity improvement and technical assistance to doulas, including clinical knowledge, client care, hospital navigation and program forms/data.	Upon hire and ongoing through June 30, 2024.	b. Sign-in sheets, agendas, and any other related meeting documents will be kept on file.
	c. Develop ongoing training needs and curricula for doulas, as needed.	Upon hire and ongoing through June 30, 2024.	c. Training proposals will be kept on file.
	d. Assist doulas with prompt resource and service navigation for clients, when needed, including mental health, housing, youth services, WIC, etc.	Upon hire and ongoing through June 30, 2024.	d. Notes of referrals will be kept on file.
	e. Participate in weekly 1-on-1 calls with AAIMM Clinical Specialist and/or Program Coordinator(s).	Upon hire and ongoing through June 30, 2024.	e. Meeting schedule and notes will be kept on file.
	f. Conduct monthly quality assurance observations during scheduled doula-client	Upon hire and ongoing through June 30, 2024.	f. Quality assurance visit schedule and notes will be kept on file.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK – GOALS AND OBJECTIVES
AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE SERVICES
ACTIVITY IV - CARE FIRST COMMUNITY INVESTMENT AAIMM DOULA PROGRAM

CONTRACTOR NAME: Healthcare Staffing Professionals, Inc

MASTER AGREEMENT NUMBER: PH-004689 WORK ORDER NUMBER: W12

WORK ORDER SOLICITATION NUMBER: **TEMP-WOS-153**

TERM: DATE OF EXECUTION THROUGH JUNE 30, 2024

DOULA MENTOR			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	visits. g. Participate in AAIMM Doula Program team, Doula, and Doula Advisory meetings, as needed.	Upon hire and ongoing through June 30, 2024.	g. Meeting schedule and notes will be kept on file.

LINE ITEM BUDGET
SUMMARY

EXHIBIT IV-1

Contractor Name: **Healthcare Staffing Professionals, Inc.**

Project Title: **African American Infant and Maternal Mortality- Perinatal Equity Initiative**

Period of Performance: **Date of Execution - June 30, 2024**

County Requesting Department: **Maternal, Child and Adolescent Health Division**

County Project Director: **Judith Robb**

County Work Order Director: **Melissa Franklin**

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$ 169,488
Employee Benefits	\$ 36,609
Travel	\$ 2,270
Supplies	\$ -
Consultant/Contractual	\$ -
Other	\$ -
Indirect Costs*	\$ 9,793
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	\$ 218,160

* Indirect Cost must not exceed 10% of total direct costs

CERTIFICATION

I certify that the following required costs (check boxes, as applicable) are included in this budget for

Full-Time staff:



100% Basic Health and Dental Benefits



13 County-observed Holidays annually, at least 10 vacation days (accrued monthly), and 12 sick days (accrued monthly) per year. All accrued vacation and sick leave must be used each term and cannot be rolled over.



**Contractor's Authorized Official Signature

5/1/2023

Date

NOTE: No E-signatures will be accepted

** Pursuant to Master Agreement, Paragraph 7.2 Contractor's Authorized Official(s). The authorized official must be the same person identified in Master Agreement, Exhibit B.

LINE ITEM BUDGET

LINE ITEM BUDGET
SUMMARY

EXHIBIT IV-2

Contractor Name: **Healthcare Staffing Professionals, Inc.**
Project Title: **African American Infant and Maternal Mortality - California Home Visiting Program**
Period of Performance: **AAIMM Doula Program**
County Requesting Department: **Date of Execution - June 30, 2024**
County Project Director: **Maternal, Child and Adolescent Health Division**
County Work Order Director: **Judith Robb**
Melissa Franklin

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$ 274,800
Employee Benefits	\$ 59,357
Travel	\$ 2,790
Supplies	\$ -
Consultant/Contractual	\$ -
Other	\$ -
Indirect Costs*	\$ 15,836
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	\$ 352,783

* Indirect Cost must not exceed 10% of total direct costs

CERTIFICATION

I certify that the following required costs (check boxes, as applicable) are included in this budget for Full-Time staff:



100% Basic Health and Dental Benefits



13 County-observed Holidays annually, at least 10 vacation days (accrued monthly), and 12 sick days (accrued monthly) per year. All accrued vacation and sick leave must be used each term and cannot be rolled over.



**Contractor's Authorized Official Signature

5/1/2023

Date

NOTE: No E-signatures will be accepted

** Pursuant to Master Agreement, Paragraph 7.2 Contractor's Authorized Official(s). The authorized official must be the same person identified in Master Agreement, Exhibit B.

LINE ITEM BUDGET

LINE ITEM BUDGET
SUMMARY

EXHIBIT IV-3

Contractor Name: **Healthcare Staffing Professionals, Inc.**

Project Title: **African American Infant and Maternal Mortality - Pritzker Children's Initiative**

Period of Performance: **Date of Execution - June 30, 2024**

County Requesting Department: **Maternal, Child and Adolescent Health Division**

County Project Director: **Judith Robb**

County Work Order Director: **Melissa Franklin**

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$ 70,500
Employee Benefits	\$ 15,228
Travel	\$ 408
Supplies	\$ -
Consultant/Contractual	\$ -
Other	\$ -
Indirect Costs*	\$ 4,048
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	\$ 90,184

* Indirect Cost must not exceed 10% of total direct costs

CERTIFICATION

I certify that the following required costs (check boxes, as applicable) are included in this budget for

Full-Time staff:



100% Basic Health and Dental Benefits



13 County-observed Holidays annually, at least 10 vacation days (accrued monthly), and 12 sick days (accrued monthly) per year. All accrued vacation and sick leave must be used each term and cannot be rolled over.



**Contractor's Authorized Official Signature

5/1/2023

Date

NOTE: No E-signatures will be accepted

** Pursuant to Master Agreement, Paragraph 7.2 Contractor's Authorized Official(s). The authorized official must be the same person identified in Master Agreement, Exhibit B.

LINE ITEM BUDGET

LINE ITEM BUDGET
SUMMARY

EXHIBIT IV-4

Contractor Name: **Healthcare Staffing Professionals, Inc.**
African American Infant and Maternal Mortality - Care First Community
Project Title: **Investment**
Period of Performance: **Date of Execution - June 30, 2024**
County Requesting Department: **Maternal, Child and Adolescent Health Division**
County Work Order Program Director: **Judith Robb**
County Project Manager: **Melissa Franklin**

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$202,339
Employee Benefits	\$38,948
Travel	\$2,790
Supplies	
Consultant/Contractual	
Other	
Indirect Costs*	\$11,471
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	\$255,548

* Indirect Cost must not exceed 10% of total direct costs

CERTIFICATION

I certify that the following required costs (check boxes, as applicable) are included in this budget for
Full-Time staff:



100% Basic Health and Dental Benefits



13 County-observed Holidays annually, at least 10 vacation days (accrued monthly), and 12 sick days (accrued monthly) per year. All accrued vacation and sick leave must be used each term and cannot be rolled over.



**Contractor's Authorized Official Signature

5/1/2023

Date

NOTE: No E-signatures are accepted, however a wet signature, in blue ink, from a PDF file is acceptable.

** Pursuant to Master Agreement, Paragraph 7.2 Contractor's Authorized Official(s). The authorized official must be the same person identified in Master Agreement, Exhibit B.

**AS-NEEDED TEMPORARY PERSONNEL SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

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

Healthcare Staffing Professionals, Inc
CONTRACTOR NAME

County Master Agreement Number: PH-004689 Work Order Number: W12

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**AS-NEEDED TEMPORARY PERSONNEL SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

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

Healthcare Staffing Professionals, Inc
CONTRACTOR NAME

County Master Agreement Number: PH-004689 Work Order Number: W12

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Master Agreement Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

ATTACHMENT E

**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 knowledge 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 Subparagraph 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

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 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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: Healthcare Staffing Professionals, Inc.

County Master Agreement Number: PH-004689

Work Order Number: W12

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

COUNTY'S ADMINISTRATION

WORK ORDER NUMBER: PH-004689-W12

COUNTY WORK ORDER DIRECTOR:

Name: Melissa R. Franklin EdD, MBA
Title: Director, Maternal, Child and Adolescent Health Division
Address: 600 S. Commonwealth Ave, Ste. 800, Los Angeles, CA 90005
Telephone: (213) 639-6401
Email: mfranklin@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Helen O'Connor, MSPH, MA, LES
Title: Health Program Analyst, Maternal, Child and Adolescent Health Division
Address: 600 S. Commonwealth Ave, Ste. 800, Los Angeles, CA 90005
Telephone: (323) 440-9822
Email: hoconnor@ph.lacounty.gov

INVOICES SHALL BE SUBMITTED TO:

Name: Helen O'Connor, MSPH, MA, LES
Title: Health Program Analyst, Maternal, Child and Adolescent Health Division
Address: 600 S. Commonwealth Ave, Ste. 800, Los Angeles, CA 90005
Telephone: (323) 440-9822
Email: hoconnor@ph.lacounty.gov

CONTRACTOR’S ADMINISTRATION

CONTRACTOR NAME: _____

MASTER AGREEMENT WORK ORDER NO. _____

CONTRACTOR PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ **Facsimile:** _____

E-Mail Address: _____

CONTRACTOR’S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____ **Facsimile:** _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____ **Facsimile:** _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following person and address:

Name: _____

Title: _____

Address: _____

Telephone: _____ **Facsimile:** _____

E-Mail Address: _____

Changes from the 2023-24 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
DIVERSION AND RE-ENTRY					
2023-24 Recommended Budget	162,539,000	5,000,000	95,301,000	62,238,000	0.0
1. Budget Unit Consolidation: Reflects the consolidation of the Office of Diversion and Re-Entry's (ODR) fiscal activities under one budget unit within DHS to increase transparency, improve efficiency, and avoid duplicative efforts. All the funding within this budget unit will now be directly budgeted within DHS rather than being transferred to DHS/ODR via IFT.	(162,539,000)	(5,000,000)	(95,301,000)	(62,238,000)	--
Total Changes	(162,539,000)	(5,000,000)	(95,301,000)	(62,238,000)	0.0
2023-24 Final Changes	0	0	0	0	0.0

Changes from the 2023-24 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
HEALTH SERVICES					
2023-24 Recommended Budget	9,344,409,000	418,750,000	7,806,586,000	1,119,073,000	26,864.0
1. Integrated Correctional Health Services (ICHS) Staffing: Reflects an increase of 41.0 positions to address the mental health needs of individuals in County jails by increasing nursing support at the Forensic Inpatient (FIP) psychiatric unit, expanding the FIP stepdown program, increasing telehealth availability, and providing additional mental health group services, all of which are in support of meeting the terms of the Department of Justice (DOJ) consent decree. Also includes full-year funding for the DOJ-related programs that were approved in the 2022-23 Final Adopted Budget at partial-year levels.	18,904,000	--	--	18,904,000	41.0
2. Rehabilitation Therapy Staffing: Reflects an increase of 36.0 positions, partially offset by the deletion of 7.0 positions, at Rancho Los Amigos National Rehabilitation Center to expand the number of rehabilitation beds from 75 to 100.	4,448,000	--	2,943,000	1,505,000	29.0
3. Radiology Staffing: Reflects an increase of 27.0 full-time and part-time radiology physicians to provide additional coverage department-wide, expand off-hours coverage, and decrease the utilization of external teleradiology vendors.	5,835,000	--	--	5,835,000	27.0
4. Housing for Health Programs: Reflects an increase of 24.0 positions and additional funding primarily to expand permanent supportive housing, convert contracted workers to full-time County positions, and update various programs' costs.	35,530,000	29,606,000	--	5,924,000	24.0
5. Clinical Informatics Staffing: Reflects an increase of 18.0 positions to optimize the use of technology in patient care operations, such as using clinical data gathered from various systems to improve clinic workflow, as well as to implement key projects and initiatives.	4,520,000	--	--	4,520,000	18.0
6. Equity, Diversity, Inclusion, and Anti-Racism Staffing: Reflects an increase of 24.0 positions to support DHS' enterprise-wide efforts for this Board-directed priority, as well as to align with the County's Anti-Racism, Diversity and Inclusion initiative work.	4,755,000	--	--	4,755,000	24.0
7. Infusion Center Staffing: Reflects an increase of 14.0 positions at Harbor-UCLA Medical Center to address the increased workload and wait times at the Infusion Center, which primarily provides chemotherapy services.	2,568,000	--	391,000	2,177,000	14.0

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
8. Other Program Changes: Reflects an increase of 40.0 positions, partially offset by the deletion of 27.0 positions, primarily to expand physician, patient advocacy, employee well-being, and various other staffing.	4,459,000	--	992,000	3,467,000	13.0
9. Pharmaceutical Costs: Reflects an increase in estimated pharmaceutical costs based on updated utilization trends and projected price increases.	25,679,000	--	--	25,679,000	--
10. Ministerial Changes: Primarily reflects increases in debt service, charges from other County departments, Board-approved contracts, insurance premiums, long-term leases, and utilities.	27,665,000	417,000	10,361,000	16,887,000	--
11. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies.	9,479,000	--	58,000	9,421,000	--
12. Retiree Health Insurance: Reflects a projected decrease in retiree health insurance costs from the amounts estimated in the 2023-24 Recommended Budget.	(5,149,000)	--	(25,000)	(5,124,000)	--
13. Other Position Changes: Reflects an increase of 27.0 positions, partially offset by the deletion of 3.0 positions, for various adjustments that maintain current service levels, such as the addition of 15.0 positions at L.A. General Medical Center to bring various physician services in-house, offset by a reduction in the contract with the University of Southern California.	1,854,000	--	191,000	1,663,000	24.0
14. Consolidation of Diversion & Re-Entry Financing: Reflects the consolidation of the Office of Diversion & Re-Entry's fiscal activities under the new Community Programs budget unit within DHS to increase transparency, improve efficiency, and avoid duplicative efforts.	--	(157,539,000)	95,301,000	62,238,000	--
15. Revenue Changes: Reflects an increase in Realignment Sales Tax revenue.	--	--	26,086,000	(26,086,000)	--
16. Fund Balance and Operating Subsidies: Reflects the use of prior-year fund balance and adjustments for internal operating subsidy transfers to the hospital enterprise funds.	51,663,000	--	101,733,000	(50,070,000)	--
Total Changes	192,210,000	(127,516,000)	238,031,000	81,695,000	214.0
2023-24 Final Changes	9,536,619,000	291,234,000	8,044,617,000	1,200,768,000	27,078.0

Changes from the 2023-24 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
MENTAL HEALTH					
2023-24 Recommended Budget	3,370,172,000	150,400,000	3,159,813,000	59,959,000	6,704.0
1. Mental Health Services Act (MHSA) – Previously Approved Programs: Reflects changes in MHSA funding in accordance with Board-approved plans, specifically the MHSA plan annual update adopted by the Board on May 2, 2023.	41,006,000	--	41,006,000	--	--
2. MHSA – Mental Evaluation Teams (MET) Expansion: Reflects funding and positions for two MET teams, which partner DMH clinicians with deputy Sheriffs to respond to crises in the field, with these MET teams focused on risk assessment and management activities such as service navigation and post-contact monitoring.	334,000	--	334,000	--	2.0
3. Position Adjustments – Program Support: Reflects adjustments to improve the Department's operational effectiveness and support, including: a) \$2.3M and 10.0 positions for coordination of supportive housing for homeless persons; b) \$0.9M and 3.0 positions for programs' stakeholder engagement and intermediation; c) \$0.9M and 6.0 positions for information systems security, technical support, and project management; d) \$0.5M and 3.0 positions for managerial support of outpatient prevention programs and administration; e) \$0.4M and 2.0 positions for grant revenue monitoring and compliance; and f) \$0.6M and 3.0 positions for miscellaneous other functions such as pharmacy, human resources, and sign language interpretation.	5,630,000	--	5,630,000	--	27.0
4. Position Alignments: Reflects alignment of classifications with assigned duties; and ensures position details reflect DMH operations. Also includes 2.0 positions funded by a realignment of appropriation budgeted previously.	(40,000)	--	(40,000)	--	2.0
5. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies.	139,000	--	139,000	--	--
6. Retiree Health Insurance: Reflects a projected decrease in retiree health insurance costs from the amounts estimated in the 2023-24 Recommended Budget.	(968,000)	--	(968,000)	--	--
7. Operating Costs: Reflects miscellaneous changes involving other County departments and adjustments to various revenues and expenditures to more closely reflect anticipated funding levels and balance the budget with available resources.	42,834,000	1,006,000	41,828,000	--	(2.0)
Total Changes	88,935,000	1,006,000	87,929,000	--	29.0
2023-24 Final Changes	3,459,107,000	151,406,000	3,247,742,000	59,959,000	6,733.0

Changes from the 2023-24 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PUBLIC HEALTH					
2023-24 Recommended Budget	1,942,677,000	92,241,000	1,611,844,000	238,592,000	5,445.0
1. Public Health Infrastructure - Staffing and Operational Investments: Reflects the addition of 96.0 positions and other appropriation fully offset by federal and State revenue as investments to support future public health emergencies through the reinforcement of the Department's staffing and operational infrastructure.	43,976,000	--	43,976,000	--	96.0
2. Public Health Nurse Early Intervention: Reflects the addition of 30.0 positions and other appropriation fully offset by State funding for early intervention of at-risk youth in foster care.	8,250,000	--	8,250,000	--	30.0
3. Sexually Transmitted Disease (STD): Reflects the addition of 3.0 positions and funding to support contracted programming, fully offset by the deletion of 8.0 positions and realignment of existing funding, resulting in a net decrease of 5.0 positions and a net zero cost, to support efforts related to community awareness, prevention, and control intervention of STDs. Also reflects State grant revenue to support the prevention and control of syphilis outbreaks through testing and screening activities.	3,957,000	--	3,957,000	--	(5.0)
4. STD Response – Additional Funding: Reflects an increase of \$5.0 million per year for two-years, for a total of \$10.0 million, in one-time Tobacco Settlement funds to enhance STD control, surveillance, epidemiology and geospatial analysis, and community education and awareness. These funds are in addition to the previously allocated STD funding of \$2.5 million per year for 4-years, totaling \$10.0 million.	5,000,000	--	--	5,000,000	0.0
5. Various Revenue Changes: Reflects a \$100 million decrease in COVID-19 grant revenue from the Centers for Disease Control, partially offset with an increase of \$4.7 million in sales tax revenue, and the net addition of 4.0 positions for various departmental operations including health facilities inspections and vital records fully offset with State funding and fees, as well as other minor adjustments to revenues.	(94,397,000)	--	(94,397,000)	--	4.0
6. Ministerial Changes: Reflects various ministerial adjustments to support operational needs including a realignment of existing funding to add 3.0 positions for violence prevention programming; and enhance departmental operations in health information systems, administration, and student well-being.	1,134,000	1,057,000	77,000	--	3.0
7. Salaries and Employee Benefits: Primarily reflects Board-approved changes in salaries and health insurance subsidies.	30,000	--	--	30,000	0.0

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
8. Retiree Health Insurance: Reflects a projected decrease in retiree health insurance costs from the amounts estimated in the 2023-24 Recommended Budget.	(102,000)	--	(1,000)	(101,000)	0.0
Total Changes	(32,152,000)	1,057,000	(38,138,000)	4,929,000	128.0
2023-24 Final Changes	1,910,525,000	93,298,000	1,573,706,000	243,521,000	5,573.0

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/14/2023	
BOARD MEETING DATE	6/27/2023	
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	AUTHORIZATION TO ACCEPT AND SIGN A STANDARD AGREEMENT AND FUTURE AGREEMENTS AND/OR AMENDMENTS FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH TO SUPPORT THE HEALTH FACILITIES INSPECTION DIVISION	
PROGRAM	Health Facilities Inspection Division	
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	Agreement needs to start on July 1, 2023	
COST & FUNDING	Total cost: \$368,825,137	Funding source: California Department of Public Health (CDPH)
	TERMS (if applicable): July 1, 2023 through June 30, 2024 in the amount of \$113,451,995 July 1, 2024 through June 30, 2025 in the amount of \$122,663,243 July 1, 2025 through June 30, 2026 in the amount of \$132,709,899	
	Explanation: Public Health to provide health facilities inspection services for CDPH and Centers for Medicare & Medicaid Services.	
PURPOSE OF REQUEST	1. Authority to accept and sign a Standard Agreement (SA) between CDPH and Public Health's Health Facilities Inspection Division (HFID) to perform federal certifications and State licensing of local health care facilities, and investigate long-term care (LTC) and non-LTC complaints and entity-reported incidents (ERI) for the term of July 1, 2023 through June 30, 2026. 2. Authority to accept and sign future SAs and/or amendments from CDPH that are consistent with the requirements of the above-referenced SA that extend the term or funding at amounts to be determined by CDPH; reflect to revisions to the SAs terms, scope of work, and conditions to include but not limited to rollover of unspent funds, redirection of funds, and/or increase or decrease in funding.	

	<p>Public Health's HFID will perform federal and State workload activities, respond to complaints and ERIs, and investigate aged complaints and ERIs at LTC and non-LTC health care facilities located in Los Angeles County (LAC). LTC health care facilities consist of skilled nursing homes; congregate living health facilities; and intermediate care facilities, including those for the developmentally disabled. Non-LTC health care facilities include home health agencies, hospices, ambulatory surgery centers, end-stage renal dialysis clinics, outpatient physical therapy providers, general acute care hospitals, transplant centers, and community clinics.</p> <p>Federal recertification workload includes initial certification, recertification, life safety code, complaint validations, and follow-up surveys for skilled nursing facilities, intermediate care facilities for individuals with intellectual disabilities, home health agencies, hospices, ambulatory surgery centers, end-stage renal dialysis clinics, outpatient physical therapy providers, general acute care hospitals, transplant centers, and community clinics.</p> <p>State licensing activities include initial and change of service surveys, investigations, and re-licensure surveys.</p> <p>Public Health will perform federal recertification surveys and complaint investigations of current and new health care facilities, complete licensing work previously handled by the State, and address both open and backlogged complaints. The new SA will focus on quantity, quality, and customer service, and will begin the transition to Public Health conducting all health care facility regulatory work within the LAC.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>CDPH provides licensing and certification activities and complaint and ERI investigations for health care facilities in California. Since the 1960s, CDPH has contracted with Public Health to perform these functions in the approximately 6,300 health care facilities located in LAC. Services provided by Public Health include inspections, consultation, verification of compliance with the licensing/certification programs, site surveys, issuance of facility notifications, and follow-up compliance visits prior to CDPH's issuance of licenses/certifications. However, CDPH retains responsibility for establishing program policies, standards, and disciplinary actions related to licensure, including denials, revocations, and suspensions.</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>DEPARTMENT: Suzette Leverett-Clark, RN, MSN, Acting Chief Health Facilities Inspection Division (562) 345-6884 SuClark@ph.lacounty.gov</p> <p>COUNTY COUNSEL: Blaine McPhillips Senior Deputy County Counsel (213) 974-1920 BMcphillips@counsel.lacounty.gov</p>



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

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

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

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DRAFT



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

June 27, 2023

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

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND SIGN A STANDARD AGREEMENT AND
FUTURE AGREEMENTS AND/OR AMENDMENTS FROM THE CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH TO SUPPORT THE HEALTH FACILITIES
INSPECTION DIVISION
(ALL SUPERVISORAL DISTRICTS) (3 VOTES)**

SUBJECT

Provide authorization to accept and sign a Standard Agreement and future agreements and/or amendments from the California Department of Public Health to perform federal certification, State licensing, and investigation of current and aging long-term care and non-long term care complaints and entity-reported incidents for health care facilities in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to accept and sign a Standard Agreement (SA) (Exhibit I) between the California Department of Public Health (CDPH) and Public Health's Health Facilities Inspection Division (HFID) to perform federal certifications and State licensing of local health care facilities, and investigate long-term care (LTC) and non-LTC complaints and entity-reported incidents (ERI) for the term of July 1, 2023 through June 30, 2026, in the amount of \$113,451,995 in fiscal year (FY) 2023-24; \$122,663,243 in FY 2024-25; and \$132,709,899 in FY 2025-26. The SA includes provisions requiring the County to indemnify the State against all claims and losses related to this

agreement and to waive all claims and recourse against the State related to this program.

2. Delegate authority to the Director of Public Health, or designee, to accept and sign future SAs and/or amendments from CDPH that are consistent with the requirements of the above-referenced SA that extend the term or funding at amounts to be determined by CDPH; reflect revisions to the SAs terms, scope of work, and conditions to include but not limited to, rollover of unspent funds, redirection of funds, and/or increase or decrease in funding, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to accept and sign a SA from CDPH to perform federal and State workload activities, respond to complaints and ERIs, and investigate aged complaints and ERIs at LTC and non-LTC health care facilities located in Los Angeles County (LAC). LTC health care facilities consist of skilled nursing homes; congregate living health facilities; and intermediate care facilities, including those for the developmentally disabled. Non-LTC health care facilities include home health agencies, hospices, ambulatory surgery centers, end-stage renal dialysis clinics, outpatient physical therapy providers, general acute care hospitals, transplant centers, and community clinics.

Federal recertification workload includes initial certification, recertification, life safety code, complaint validations, and follow-up surveys for skilled nursing facilities, intermediate care facilities for individuals with intellectual disabilities, home health agencies, hospices, ambulatory surgery centers, end-stage renal dialysis clinics, outpatient physical therapy providers, general acute care hospitals, transplant centers, and community clinics.

State licensing activities include initial and change of service surveys, investigations, and re-licensure surveys.

Public Health will perform federal recertification surveys and complaint investigations of current and new health care facilities, complete licensing work previously handled by the State, and address both open and backlogged complaints. The new SA will focus on quantity, quality, and customer service, and will begin the transition to Public Health conducting all health care facility regulatory work within LAC.

Approval of Recommendation 2 will allow Public Health to accept and sign future SAs and/or amendments that are consistent with the requirements of the SA that extend the funding period at amounts to be determined by CDPH and reflect revisions to the SAs' terms, scope of work, and conditions to include, but not limited to, rollover of unspent funds, redirection of funds, and/or increase or decrease in funding. This authority is

being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

Public Health will accept and sign a SA from CDPH for annual terms beginning July 1, 2023, through June 30, 2026, in the amount of \$113,451,995 in FY 2023-24; \$122,663,243 in FY 2024-25; and \$132,709,899 in FY 2025-26. There is no net County cost associated with this action.

Public Health will use the SA funds to pay for the salaries and employee benefits, direct costs (operating costs and equipment), and indirect costs required to support HFID's significantly increased responsibilities.

CDPH has also proposed financial withholds should Public Health not meet workload targets. The agreed-upon set of metrics that will be used to evaluate Public Health's SA performance and the conditions for financial withholds will be part of the agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CDPH provides licensing and certification activities and complaint and ERI investigations for health care facilities in California. Since the 1960s, CDPH has contracted with Public Health to perform these functions in the approximately 6,300 health care facilities located in LAC. Services provided by Public Health include inspections, consultation, verification of compliance with the licensing/certification programs, site surveys, issuance of facility notifications, and follow-up compliance visits prior to CDPH's issuance of licenses/certifications. However, CDPH retains responsibility for establishing program policies, standards, and disciplinary actions related to licensure, including denials, revocations, and suspensions.

On May 21, 2019, your Board authorized Public Health to accept and implement SA Number 19-10042 from CDPH in the amount of \$257,654,704 for funding for three annual terms as follows: 1) July 1, 2019, through June 30, 2022, in the amount of \$65,475,275 in FY 2019-20; 2) \$86,536,268 in FY 2020-21; and 3) \$105,643,161 in FY 2021-22.

On June 6, 2022, I notified your Board that I was accepting and executing Amendment A01 to CDPH SA Number 19-10042, which extends the SA term through June 30, 2023, and provides an increase in funding in the amount of \$124,019,004 for the period of

The Honorable Board of Supervisors

June 27, 2023

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July 1, 2022 through June 30, 2023. The new maximum obligation for CDPH SA Number 19-10042 is \$381,673,708.

The performance-based SA from CDPH that will take effect on July 1, 2023, will include transitioning Public Health's full assumption of the regulatory workload generated by health care facilities located in LAC, including those facilities not currently handled by Public Health. The SA will include metrics that CDPH will use to measure Public Health's performance in the following areas: quality, customer service, and quantity/workload. The SA will also give Public Health more flexibility in managing the SA and the associated increased workload.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to accept and sign a SA from CDPH to perform federal and State workload activities to protect the health and welfare of vulnerable residents in health care facilities in LAC.

Respectfully submitted,

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

BF:lr
#07057

Enclosures

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

EXHIBIT A**1. Service Overview**

- 1.1. The County of Los Angeles (Contractor) shall assume and complete, over the course of this contract period, all state licensing and federal certification activities for health facilities, clinics, agencies and centers; and timely initiate, investigate, complete and close complaints and facility reported incidents (FRIs), and timely issue federal sanctions and state citations and penalties to health facilities, clinics, agencies, and centers located in Los Angeles County, in accordance with the three (3) year Exhibit A-1 Quantity Metrics.
- 1.2. Contractor's region shall be known between the CDPH Licensing and Certification Program (L&C) and the Contractor, as the Los Angeles County (LAC) region. The Contractor shall carry out CDPH policies, operate programs, issue citations, assess penalties, provide consultation and advice as requested by L&C, provide information as is appropriate for regional operation, and perform other related duties as specified in Provision 5, Services to be Performed of Exhibit A- Scope of Work (SOW).
- 1.3. In order to avoid any conflict of interest, the Contractor relinquishes all licensing and certification functions for all Contractor owned-and-operated health facilities, clinics, agencies, and centers. These functions shall be the sole responsibility of L&C.
- 1.4. The LAC Chief, Health Facilities Inspection Division (HFID), Department of Public Health, County of Los Angeles, shall serve as the Contractor's principal executive in the Contractor's performance of this agreement and to the extent allowed by law, will function in all matters. Communication from the CDPH Field Operations Branch Chief assigned to oversee the LAC program activities will be directly with the Chief, Health Facilities Inspection Division, or designee.

2. State and Federal Workload Management

- 2.1. Contractor shall perform all services in applicable facilities within Los Angeles County.

3. Service Hours

- 3.1. Contractor shall perform contracted services during normal County working hours and days, except when otherwise specified by workload priorities.

4. Project Representatives

EXHIBIT A

4.1. The Project Representatives during the term of this agreement will be:

California Department of Public Health	County of Los Angeles
Lucy Tran-Ruelas, LA County Contract Manager Center for Healthcare Quality Telephone: 510-876-2816 E-mail: Lucy.Tran-Ruelas@cdph.ca.gov	Suzette Leverett-Clark, Acting Chief, Health Facilities Inspection Division Telephone: 562-345-6884 E-mail: Suzette.Leverett-Clark@cdph.ca.gov

4.2. Direct all fiscal inquiries to:

California Department of Public Health	County of Los Angeles
Michelle Bell, Division Chief Office of Internal Operations Center for Healthcare Quality P.O. Box 997377, MS 3202 Sacramento, CA 95899-7377 Telephone: (916) 322-3447 E-mail: Michelle.Bell@cdph.ca.gov	David Cardenas, Deputy Director Operations Support 5555 Ferguson Dr. Rm 100-50 Commerce CA 90022 Telephone: 323-914-7821 E-mail: DCardenas@ph.lacounty.gov

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

Contractor: County of Los Angeles P.O. Box 1859 Sacramento, CA 95812
--

4.4. Either party may make changes to the information in 4.1, 4.2 and 4.3 by giving written notice to the other party. Said changes shall not require an amendment to this agreement; if the remittance address has changed, the Contractor will be required to submit a completed CDPH 9083 Government Agency Tax Payee Form, which must match the invoice address to avoid payment delays.

4.5. CDPH shall provide a single point of contact for Contractor. The LAC Contract Manager shall serve on behalf of CDPH in order to promote a positive working partnership, manage requests for workload changes by either party and track metrics described in this contract. Contractor shall similarly provide a single point of contact.

5. State and Federal Workload Management (Services to be Performed)

Consistent with the metrics set forth in Exhibits A-1, the contractor shall:

EXHIBIT A

- 5.1. Perform the state licensure and federal CMS recertification workload for health facilities, clinics, agencies and centers, and timely initiate, investigate, complete and close complaints and FRIs located in Los Angeles County, in accordance with the relevant Health and Safety Code and the appropriate conditions of Participation or Conditions for Coverage in Title XVIII and XIX of the Social Security Act.
- 5.2. Address open long-term care complaints and FRIs received on or after July 1, 2015, and all new long-term care and non-long term care complaints and FRIs received on or after July 1, 2019.
- 5.3. Adhere to and complete the frequency of federal survey workload in accordance with current CMS guidelines as described in the Definitions section of this contract.
- 5.4. Conduct necessary follow-up visits to ensure compliance and post survey revisit(s) until the facility meets the requirements for participation.
- 5.5. Notify CMS if violation(s) found during immediate jeopardy investigations in non long-term care facilities, rises to the level of a condition of participation. Immediately inform CMS and conduct any associated assigned validation surveys as required under the CMS Tier 1 workload.
- 5.6. Conduct federal monitoring of facilities are financially troubled or where Contractor identifies significant federal non-compliance as needed.
- 5.7. Adhere to the L&C Policy and Procedure Manual of the L&C Program and policy and procedure documents developed by the State or the Federal Government applicable to the surveys conducted or other work products conducted by the Contractor on behalf of L&C
- 5.8. Acknowledge that policy direction and workload prioritization is determined by CDPH in consultation with LAC. These directions and prioritizations may be under the direction of, but not limited to:
 - 5.8.1. Adherence to terms of settlement agreements, court orders, or similar. If CDPH is required to provide periodic reports to a court or other judicial or administrative body to comply with a court order, directive, or settlement agreement with the court or a litigant, both CDPH and LAC will collaborate prior to the submission of the report to ensure data accuracy by implementing regular data verification and validation best practices. LAC will report any discrepancies to CDPH to ensure data correctness and contractor's performance under this agreement is accurately reported. Data verification and validation practices may include, but are not limited to, sharing data

EXHIBIT A

sources, reviewing methodologies, and documenting the procedures and assumptions used in the analyses.

- 5.8.2. Centers for Medicare and Medicaid Service (CMS) and/or the State of California (e.g., public health emergencies, executive orders, priorities established through newly enacted bills, etc.).
- 5.9. Ensure that all applicable software (ELMS, ASPEN, RSS, iQIES, etc.) is maintained:
 - 5.9.1. Complete timeliness of upload into ASPEN Database of Standard Surveys for Non-Deemed Hospitals and Nursing Homes in accordance with CMS SPSS guidance.
 - 5.9.2. Not exceed 70 calendar days (mean) from the date of survey completion to the date of data successfully upload into ASPEN. For hospitals, if the Contractor identifies condition-level noncompliance, CMS shall exclude the case from the review.
 - 5.9.3. Update, obtain, or approve existing or new provider information.
- 5.10. Maintain all records and files pertaining to these functions in compliance with the record retention policies set forth by CMS and/or CDPH.
- 5.11. Maintain a quality assurance process to review contracted workload and ensure it meets CDPH standards. Share this process and related materials with CDPH, as requested.
- 5.12. Provide professional consultation to CDPH, Health Care Access and Information (HCAi), California Building Code, local fire authorities, as requested.

6. Mandatory Trainings and CDPH Engagement

The contractor shall:

- 6.1. Be included in discussions concerning survey policies and procedures.
- 6.2. Make available appropriate personnel to attend mandatory trainings and meetings as required.
- 6.3. For all newly hired professional consultants, receive mentoring from a CDPH assigned professional consultant in accordance with an agreed upon mentoring plan.

EXHIBIT A

- 6.4. Dedicate sufficient staff as training resources to adequately and timely train new surveyors.
 - 6.4.1. Determine training needs in consultation with CDPH.
- 6.5. For personnel who perform skilled nursing facility (SNF) surveys, attend the State Academy and the Basic Long Term Care federal course, and shall have passed the Surveyor Minimum Qualifications Test (SMQT).
 - 6.5.1. Contractor personnel who have not passed the SMQT may participate on a SNF survey team that consists of at least one (1) SMQT certified surveyor.
 - 6.5.2. Contractor may elect to have a portion of new surveyors dedicated to non-long care workload. Said employees must attend those portions of the State Academy as well as any related federal facility training to receive necessary training to conduct survey activities.
 - 6.5.3. Contractor may use non-registered nurses to conduct and meet the workload requirements for LSC surveys and to perform selected survey activities that CDPH approves in advance.
- 6.6. Make personnel available to participate in, or lead, team projects involving development of policies and procedures to implement new laws, new federal workload requirements, and similar projects.
- 6.7. Director and/or Assistant Chief, Health Facilities Inspection Division, Department of Public Health, County of Los Angeles shall participate in all field operations meetings, including conference calls.
- 6.8. Provide CDPH a written quarterly update on new survey staff training, effective from execution of this contract, and for each quarter thereafter, in a format prescribed by CDPH. Provide the update by the tenth (10th) working day of each month following the previous quarter. The report shall include, at minimum:
 - 6.8.1. The number of filled and vacant positions, listed by classification.
 - 6.8.2. For filled Surveyor positions, list how many have completed the trainings described in Item 2.5.
 - 6.8.3. For newly hired Surveyors, show which training(s) they have completed, which are pending, and an estimated timeline to complete the trainings described in Item 2.5.
 - 6.8.4. Updated organization chart showing all positions in each region and subdistricts.

EXHIBIT A

To support the contractor, CDPH shall:

- 6.9. Retain the responsibility for establishment of program policies and standards, and enforcement actions relating to licensure, including denials, revocations, and suspensions.
- 6.10. Review the application of the resulting policies and procedures to the survey process
- 6.11. Provide the Contractor with reasonable notice of all mandated training.

7. Recruitment and Administrative Functions

The contractor shall:

- 7.1. Retain full responsibility for all administrative and supervisory functions associated with the personnel engaged in the survey process.
- 7.2. Furnish the necessary staff, facilities, materials, and equipment to accomplish the work described in this agreement.
- 7.3. Document time of its personnel that perform surveys and maintain files containing such documentation in the Time Entry and Activity Management (TEAM) system as prescribed by CDPH. Maintain the documentation for a period of at least three (3) years. The documentation shall include, but is not limited to, original signed timesheets and surveyor timesheets that Contractor submits to CDPH monthly.
- 7.4. Consider filling positions as included in Exhibit B-1 as long as filled position is in accordance with the Personnel Categories included in Exhibit B-2, Personnel Groupings, not to exceed budgeted amounts in Exhibit B-1. Any such changes shall not require a contract amendment, but the agreed upon change or shift in Contractor personnel shall be memorialized in a written record that is affirmatively approved by each party.
- 7.5. Make a good faith effort to hire and on-board surveyors to reduce the Health Facilities Evaluator Nurse (HFEN) vacancy rate. The inability to meet these hiring goals will not constitute failure to meet contractual obligations if Contractor completes the volume of work identified in Exhibit A-1, Quantity Metrics. The vacancy rate is calculated as the number of vacant positions divided by the number of total authorized positions, multiplied by 100.

EXHIBIT A

- 7.5.1. By July 1, 2024, Contractor will aim to achieve a HFEN vacancy rate of at least half of the vacancy rate as of June 30, 2023.
- 7.5.2. By July 1, 2025, Contractor will aim to achieve a HFEN vacancy rate of 5% or less.
- 7.6. Maintain and share with CDPH a customer service policy, pertaining to emails, phone calls, and fax communications, as requested.
- 7.7. Submit an annual Information Technology inventory report of equipment and/or property in possession of the Contractor and/or Subcontractors purchased with CDPH funds and used to conduct state business under this contract. Provide the report by the 30th calendar day following the end of the previous state fiscal year (SFY).

8. Emergency Response

In accordance with emergency and disaster preparedness, response and recovery efforts, the Contractor shall:

- 8.1. Orient personnel to L&C plans and directives related to emergencies and disasters. The personnel shall attend emergency and disaster preparedness, response and recovery training in accordance with training provided to all L&C district office staff.
- 8.2. Follow direction from L&C for implementation of emergency and disaster plans and directives, including actions such as, but not limited to:
 - 8.2.1. Contact facilities to determine the status of the facility and safety of patients.
 - 8.2.2. Communicate with L&C headquarters response personnel (including, but not limited to, L&C Executive Staff, Field Operations Branch Chiefs, Emergency Preparedness and Disaster Response Section personnel) through meetings (typically held via conference calls), and emails.
 - 8.2.3. Participate in CDPH-sponsored medical/health related conference calls.
 - 8.2.4. Participate in local emergency management agencies' planning and response to the situation (as needed during the actual emergency).
 - 8.2.5. Submit written summary reports on the status of facilities and patient care to L&C headquarters, as requested.

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9. Investigation Referrals

The contractor shall:

- 9.1. Provide copies and make referrals, upon receipt, of all complaints and FRIs received that involve allegations of unprofessional conduct (abuse, neglect, misappropriation, etc.) by Nursing Home Administrators (NHA) and/or Administrators-in-training (AIT) to the Nursing Home Administrator Program (NHAP) of the Center for Health Care Quality:

California Department of Public Health
E-Mail: NHAP@cdph.ca.gov
Center for Health Care Quality
Nursing Home Administrator Program
PO Box 997416, MS 3302
Sacramento, CA 95899-7416
(916) 552-8780

- 9.1.1. NHAP shall send a notice of outcome to the Contractor at the conclusion of the investigation.

- 9.2. Contractor shall provide copies and make referrals, upon receipt, of all complaints and FRIs received that involve allegations of unprofessional conduct (abuse, neglect, misappropriation, etc.) by Certified Nurse Assistants (CNA), Home Health Aides (HHA), and/or Certified Hemodialysis Technicians (CHT) to the Investigation Branch of the Center for Health Care Quality:

California Department of Public Health
E-Mail: IBInvestigations.@cdph.ca.gov
Center for Health Care Quality
Investigation Branch
PO Box 997416, MS 3303
Sacramento, CA 95899-7416
(916) 445-4423

- 9.2.1. The Investigation Branch shall send a notice of outcome to the Contractor at the conclusion of the investigation.

10. Performance Measures and Reporting

The contractor shall:

- 10.1. Provide a workload and progress report by the tenth (10th) working day of each month following the month in which the Contractor completes the

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work to meet the workload projections in Exhibit A-1, Quantity Metrics. The report shall be in a format prescribed by CDPH and delivered to CDPH's Project Representatives. In addition, Contractor shall report, and CDPH will track, data related to the number and scope of Contractor workload shifts that either CDPH or the Contractor request in order to meet changing priorities.

- 10.2. Both CDPH and Contractor will review reports on a monthly basis to ensure that both parties are aware of Contractor's progress.
- 10.3. Perform the tasks described in this agreement consistent with Exhibits A2 and A3, and the Quality Measures and metrics detailed in the CMS State Performance Survey Standards, and the Enforcement and Remedy Measures and metrics, as detailed in the most current CMS SPSS Guidance.
- 10.4. Contractor will provide a written response for all State and Federal audit, performance, quantity, quality and customer service metrics and quality review findings and provide corrective action plans, as needed.

CDPH shall:

- 10.5. Retain the responsibility to oversee that the surveys performed by the Contractor are in accordance with Exhibit A - SOW and Exhibits A-1 -- Quantity Metrics, Exhibit A-2 -- Quality Metrics, and Exhibit A-3 -- Customer Service Metrics.
- 10.6. CDPH will conduct audits and oversight review of Contractors performance for activities outlined in Exhibit A-2 Quality Metrics and Exhibit A-3 Customer Service Metrics.
- 10.7. Have full access to all County-maintained information concerning licensed and/or certified facilities in LAC. Contractor shall grant CDPH auditors and monitors access to County Health Facility Inspection Division offices, and shall be permitted use of the Contractor's office resources, including, but not limited to, available telephones, docking stations, fax machines, and photocopiers for the duration of the audit to assist the CDPH auditors and monitors.
- 10.8. Conduct Look-Behind Surveys and State Observation Survey Analysis (SOSA) using the revised evaluation tool agreed to in advance by the parties to assure compliance with Exhibit A-2 Quality Metrics and Exhibit A-3 Customer Service Metrics at its discretion, for any Survey conducted by the Contractor. Los Angeles County facility survey files shall be accessible for this purpose.

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10.9. Meet with the contractor at least semi-annually or as needed to address any concerns arising from CDPH audit activities.

10.10. Provide a quarterly report that summarizes the shifts in workload for review by Chief or designee.

11. Table of Deliverables

Item	Name/Description	Responsible Party	Due
6.8	Staff Hiring and Training Update	LAC	Quarterly, the 10 th working day of the following ending quarter's month.
7.7	IT Inventory Report	LAC	Annually, the 30 th calendar day following the end of the previous SFY: <ul style="list-style-type: none"> • July 30, 2024 • July 20, 2025 • July 30, 2026
10.1	Workload Report (A-1)	LAC	Monthly, the 10 th working day of the following month
10.10	Quarterly Report/Workload Shift Report	CDPH	Quarterly, the 30 th day of the following ending quarter's month

12. Scope of Work Changes

CDPH, or Contractor, may request shifts of workload in line items of Exhibit A-1 Quantity Metrics or workload hours. CDPH or Contractor project representative identified in Exhibit A – SOW shall submit any such request to the other in writing. Any such shift shall not exceed the total Contractor workload, as provided in Exhibit A-1, Quantity Metrics.

Any such changes shall not require a contract amendment, but the agreed upon change or shift in Contractor workload shall be memorialized in a written record that is affirmatively approved by each party. CDPH or Contractor will be required to respond within 10 days to the request to shift line items.

CDPH Project Manager serves as the single point of contact for Contractor who will be responsible for tracking CDPH and/or Contractor requested changes in the Contractor workload. The Project Manager, in collaboration with Contractor, will develop a process for tracking workload changes. The Project Manager will provide a quarterly report, by the 30th day of the following ending quarter's month, that summarizes the shifts in workload for review by LAC-HFID Chief or designee.

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13. Definitions

As used in this agreement, the following terms shall have the following meanings:

a. Survey

The activity conducted by CDPH or Contractor under the direction of CMS and within the scope of applicable State and Federal regulations and operating instructions whereby surveyors determine compliance or noncompliance. Survey frequency details are as follows:

- Nursing Homes
 - 10% of standard surveys conducted must begin on a weekend, a holiday, or weekdays prior to 8:00 am or after 6:00 pm.
 - Frequency of Nursing Home Surveys-no later than 15.9 months from the exit date of the previous health survey. By June 30, 2020, the average elapsed time between surveys in each facility must be 12.9 months or less.
 - Notwithstanding paragraph 1 (a) contractor shall not begin a survey or investigation when it is reasonably expected that the activity will extend into the weekend unless in order to address an immediate and urgent situation.
- Home Health Agencies (HHAs) and Hospice: Non-Nursing Home surveys.
 - Frequency of non-nursing home surveys- no later than 36.9 months after the exit date of the previous survey.
- Intermediate Care Facilities For Individuals with Intellectual Disabilities
 - Frequency of intermediate care facilities for individuals with intellectual disabilities (ICF/IID) surveys - no later than 15.9 from the exit date of the previous survey. By June 30, 2020, the average elapsed time between surveys in each facility must be 12.9 months or less.
 - Notwithstanding paragraph (a) contractor shall not begin a survey or investigation when it is reasonably expected that the activity will extend into the weekend unless in order to address an immediate and urgent situation.
- Other Non-Nursing Home Surveys

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- The Contractor conducts recertification surveys for non-deemed ambulatory surgery centers, non-deemed hospitals (including non-deemed critical access hospitals) rural health clinics and end stage renal dialysis facilities according to the CMS Tier 1, 2 and 3 requirements and the volume of work identified in Exhibit A-1, Quantity Metrics, for Years One (FY19-20), Two (FY20-21), and Three (FY21-22).

b. Look-Behind Survey

The process in which CDPH survey staff either: 1) perform a paper review of the survey findings and processes used during a recently concluded survey performed by Contractor staff; or 2) perform a similar survey in the same facility as was surveyed by Contractor staff for purposes of quality assurance.

c. Scope and Severity

A system of rating the seriousness of deficiencies. A "deficiency" is a regulatory requirement that is found not met during survey. For each deficiency, the surveyor determines the level of harm to the resident or resident(s) involved and the scope of the problem within the nursing home. The surveyor then assigns an alphabetical Scope and Severity value, A through L, to the deficiency. "A" is the least serious and "L" is one of the most serious rating.

d. Citations

Class "AA" – Issued for violations that meet the criteria for a class "A" violation and that are determined to have been a direct proximate cause of death of a patient or resident of a long-term health care facility. In any action to enforce a Citation issued under this statute, the Contractor must prove all of the following:

1. The violation was a direct proximate cause of death of a patient or resident.
2. The death resulted from an occurrence of a nature that the regulation was designed to prevent.
3. The deceased patient or resident was among the class of persons for whose protection the regulation was adopted.

Class "A" – Issued for violations determined to present either 1) imminent danger that death or serious harm to the patients or residents of the long-term health care facility would result there from, or 2)

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substantial probability that death or serious physical harm to patients or residents of the long-term health care facility would result there from.

Class "B" – Issued for violations determined to have a direct or immediate relationship to the health, safety, or security of long-term health care facility patients or residents, other than class "AA" or "A" violations.

e. Informal Conference

As defined in H&S Code 1420.

f. Complaint

As defined in H&S Code 1420.

g. Facility Reported Incident

As defined in H&S Code 1420.

h. State Observation Survey Analysis (SOSA) Survey

SOSA survey is conducted onsite in conjunction with the LAC office survey team to evaluate compliance with the current federal recertification survey and abbreviated survey processes. SOSA surveys evaluate the federal survey process in specific survey measures, as determined by CMS and/or CDPH.

14. Information Technology

Contractor must adhere to the CDPH network infrastructure, encryption, and information security hardware and software protocols as they pertain to connectivity and interfacing with the CDPH network infrastructure. Contractor shall adhere to CDPH's email and document retention policies.

CDPH will:

- 14.1. Provide access to all necessary software required to perform survey functions (e.g. ASPEN, ELMS, TEAM, SharePoint, etc.)
- 14.2. Provide end-user support for all State and Federal applications with the same level of service and the same response/resolution time provided to CDPH staff.
- 14.3. Provide up-to-date computer images and software for imaging of computer devices
- 14.4. Provide, manage and maintain endpoint protection/AV software with current signatures. Provide monthly reports

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- 14.5. Provide, manage and maintain encryption software and keys for every system. Provide monthly reports on compliance.
- 14.6. Run monthly vulnerability scans and patch the operating system and software. Provide monthly reports. (or allow us to scan- we could use the Nessus agents for this)
- 14.7. Procure, install and manage any CDPH server located in the current and any future Contractor sites, including data backup (with remote/offsite backup), battery backup and any other hardware necessary to house such equipment
- 14.8. Procure, install and manage all necessary CDPH network infrastructure (including but not limited to WAN circuits, routers, switches and patch cables) and work with the network service providers to ensure the network availability and reliability in order to support Contractor operations.
- 14.9. Provide access to necessary network drives to conduct contracted work (such as shared network drives, secure user home folders, application shares, etc.)
- 14.10. Provide access to all end-user training on State and Federal software applications hosted by CDPH or provided to CDPH staff
- 14.11. Provide and allow access to secure LA County VPN from within CDPH network in order to connect to County hosted resources such as timekeeping systems, County email, County-related HR and administrative resources
- 14.12. Enable outbound communication from County Managed Print Services (MPS) devices to connect through the CDPH firewall using Contractor's specified port.
- 14.13. Provide access to user/computer administration tools, including Active Directory and Exchange distribution lists to designated Contractor staff
- 14.14. Provide support for all CDPH managed devices within Contractor's offices (procured by either entity) including but not limited to: printers, scanners, copiers, computers and multimedia devices.
- 14.15. Designate IT liaison(s) from CDPH IT to work directly with Contractor IT staff with regard to all CDPH IT projects that may impact Contractor staff
- 14.16. IT Liaisons will provide timely responses to all communications and requests from HFID IT staff or HFID management
- 14.17. IT Liaisons will provide regular communication to Contractor IT staff and management of any upcoming system projects, upgrades or changes that will impact Contractor.
- 14.18. Provide timely communication (through email notifications or telephone calls) to Contractor regarding any network or computer outage that may impact Contractor offices, including planned and non-planned outages.

15. Contractor will:

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- 15.1. Provide system access request documentation to CDPH and validate that the requested access and security roles have been appropriately assigned to Contractor staff. Contractor will troubleshoot access issues with CDPH.
- 15.2. Serve as technical liaisons to CDPH and provide desk-side support to Contractor staff to troubleshoot software and hardware issues when CDPH remote support is unable to resolve issues.
- 15.3. Install, configure, and troubleshoot computer images, in coordination with CDPH, on computer devices and join the computers to the State's Active Directory (A/D) domain.
- 15.4. Use the monthly reports to validate that the endpoint and antivirus software on all computer devices is installed correctly, reporting back to the central server, and that the definitions and signatures are updating correctly. Contractor will troubleshoot any issues identified with CDPH and remediate the applicable devices.
- 15.5. Use the monthly reports to validate that the encryption software on all computer devices is installed correctly and reporting back to the central server. Contractor will troubleshoot any issues identified with CDPH and remediate the applicable devices.
- 15.6. Use the results of the monthly vulnerability scans and patch reports to validate that the vulnerabilities on all computer devices are remediated and that all computer devices are up to date with the latest patches. Contractor will troubleshoot any issues identified with CDPH and remediate the applicable devices.
- 15.7. Coordinate and troubleshoot issues with CDPH to ensure that the local server infrastructure is working appropriately at all times. Contractor will assist CDPH when on-site to install, configure and upgrade this server infrastructure.
- 15.8. Coordinate and troubleshoot issues with CDPH to ensure that the network infrastructure is working appropriately at all times. Contractor will coordinate with CDPH to address network performance issues.
- 15.9. Maintain network drive access request documentation and ensure that Contractor staff are appropriately assigned to the correct network resources. Contractor will troubleshoot access issues with CDPH.
- 15.10. Ensure that users have completed all end-user software training and have documentation on the software and computer devices in use by Contractor staff. Contractor will also maintain training rooms and ensure that training computers have been updated with all the required software.
- 15.11. Administer access to County resources and maintain access request documentation. Contractor will coordinate with CDPH to troubleshoot any issues regarding access to County resources.
- 15.12. Ensure that MPS devices are configured appropriately to support local printing and maintain printer access request documentation. Contractor will, in coordination with CDPH, troubleshoot printing

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issues and escalate to local MPS support technicians, when appropriate.

- 15.13. Ensure that A/D accounts are appropriately provisioned and de-provisioned and maintain A/D access request documentation.
Contractor will troubleshoot any A/D and Exchange issues identified.
- 15.14. Coordinate and troubleshoot issues with CDPH to ensure that the CDPH managed devices are working appropriately at all times.
Contractor will install, configure and upgrade relevant devices.
- 15.15. Coordinate with CDPH IT liaisons on all CDPH IT projects that will impact Contractor staff.
- 15.16. Contractor will designate an IT Liaison to facilitate all communications and requests with CDPH IT Liaisons.
- 15.17. Contractor will designate an IT Liaison to facilitate and disseminate to Contractor staff all relevant communications about system projects, upgrades and changes from the CDPH IT Liaisons.
- 15.18. Work with CDPH during network or computer outages to assist local users with activation and implementation of continuity of operations protocols.

Exhibit A1. Quantity Metrics			2023-34	2024-25	2025-26
Activity Group and #	Facility Type	Activity Description	Year 1	Year 2	Year 3
A	Federal - Recertification and Initial Certification*				
A-01	Acute Psychiatric Hospital	Recertification	1	1	1
A-02	Ambulatory Surgical Center	Initial Certification	7	7	7
A-03	Ambulatory Surgical Center	Recertification	15	15	15
A-04	Comprehensive Outpatient Rehabilitation Facility	Recertification	1	1	1
A-05	End Stage Renal Disease	Initial Certification	8	8	8
A-06	End Stage Renal Disease	Recertification	35	35	35
A-07	General Acute Care Hospital	Initial Certification	1	1	1
A-08	General Acute Care Hospital	Recertification	2	2	2
A-09	Home Health Agencies	Initial Certification	1	1	1
A-10	Home Health Agencies	Recertification	85	85	85
A-11	Hospice	Recertification	38	38	38
A-12	Intermediate Care Facilities IID	Initial Certification	4	4	4
A-13	Intermediate Care Facilities IID	Recertification	252	252	252
A-14	Organ Transplant Center	Recertification	1	1	1
A-15	Skilled Nursing Facilities	Recertification	380	391	391
A-16	Skilled Nursing Facilities	Federal Infection Control (FIC) Survey	77	77	77
Activity A Group Totals			908	919	919
B	Intakes (Complaints + FRIs) - Includes backlog in Years 1 and 2 (500 NLTC + 500 LTC)				
B-01	Non-Long Term Care Intakes (Complaints + FRIs)	Intakes (includes backlog in Years 1 and 2)	4,457	4,746	4,534
B-02	Long Term Care Intakes (Complaints + FRIs)	Intakes (includes backlog in Years 1 and 2)	10,025	10,630	10,733
Activity B Group Totals			14,482	15,376	15,267
C	State - Licensing (Initial, Relicensing, and Change Surveys Requiring a Licensing Survey)		256	538	966
Activity C Group Totals			256	538	966
D	Complaint Validations				
D-01	Ambulatory Surgical Center	Validation	2	2	2
D-02	General Acute Care Hospital	Complaint Validation	17	17	17
D-03	General Acute Care Hospital	Validation	3	3	3
D-04	Home Health Agencies (18 & 19)	Validation	2	2	2
D-05	Hospice	Complaint Validation	4	4	4
D-06	Hospice	Validation	10	10	10
Activity D Group Totals			38	38	38
F	Monitoring Visits				
F-01	NLTC + LTC Facilities	Monitoring Visits	100	100	100
Activity F Group Totals			100	100	100

*Includes LSC and follow-up activities

Exhibit A2. Quality Performance Metrics

#	Measure	Target
1	SOSA Surveys Skilled Nursing Facilities (SNF) <i>SOSA Surveys are scheduled twice per month.</i>	100% of skilled nursing facility SOSA surveys conducted score 75% or above.
2	SOSA Surveys for Intermediate Care Facilities (ICF) <i>ICF SOSA Surveys are scheduled once per month.</i>	75% of intermediate care facility SOSA surveys score 75% or above.
3	Closed Complaint and ERI Record Review <i>Closed complaint review will be conducted once a year including a sample of 50 closed LTC complaints/FRIs and 50 closed NLTC complaints/FRIs from previous year.</i>	85% of closed complaint and FRIs records reviewed receive a passing score of 80%.
4	CMS SEQIS Measure - Quality Measure for Immediate Jeopardy (IJ) and Deficiencies Level F and Above <i>Use of Standard CMS Deficiency Review Tool for IJs and deficiencies cited as F and above- for the 6-12 month period.</i>	All immediate jeopardy and level F and above deficiencies receive a passing score of 90% on the standard tool.
5	Registered Nurse Unit Independent Informal Dispute Resolution (IIDR) of informal conference decisions <i>Measure number of decisions the RN Unit overturns</i>	Findings are overturned less than or equal to 10% of reviews.
6	CMS SEQIS Measure - Quality Measure for review of SPSS measures	SNFs - Average score of 85% or above on Quality Measure review on 6 requirements. Non-SNFs - Average score 85% or above on Quality Measure review on 6 requirements.

Exhibit A3. Customer Service Metrics

#	Measure	Target
1	Provider Evaluation Survey	Average survey rating of 75% or higher.
2	Timely scheduling and completion of informal conferences (complainants) either by paper review or in person meeting <i>Compliance based on a sample of 30 informal conferences per year.</i>	95% of complainants are notified of the results within 10 working days from the investigation completion date.
3a	Timely scheduling and completion of Informal Dispute Resolution (IDR) requests (providers).	90% of IDR requests are scheduled within 3 working days of the receipt of the request
3b		90% occur within a 30 day period in the format requested by the facility to include a paper review, interview, or in-person review.
3c		90% of IDR decisions are provided within 20 business days following the review or meeting.
4	Timely processing of initial letters to complainants.	95% of Acknowledgment letters sent within 2 working days from the receipt date. Applies to complaints where contact information is known (not anonymous).
5	Timely processing of final letter to complainants.	85% of final letters are sent to complainant within 10 working days from the investigation completed date (the date the 2567 is sent to the provider).
6	Average time to submit 2567s (formal documentation) to provider after recertification surveys within 10 working days.	80% of 2567s are submitted to provider after recertification surveys within 10 working days from the investigation completed date.
7	LTC Complaints - IJ investigation timeliness	95% of IJ investigations will be initiated within 24 hours from the receipt date.
8	LTC Complaint Investigation Timeliness, effective 7/1/2023 to 12/31/2023	From January 1, 2023 through December 31, 2023, 95% of investigations to start within 15 working days from the receipt date.
9	LTC Complaint Investigation Timeliness, effective 1/1/2024 and onward	From January 1, 2024 onward, 95% of investigations to start within 10 working days from the receipt date.
10	LTC Complaint Citation Timeliness	From July 11, 2023 and onward, 95% of citations to be issued within 30 days from the POC issuance date.
11a	LTC Complaint Investigation Completion Timeliness	95% LTC Complaints completed within 60 days from the receipt date.
11b	LTC Complaint Investigation Completion Timeliness - Extenuating Circumstances	95% LTC Complaints that are not completed within 60 days from the receipt date will be issued an extension letter to the complainant and facility by the 60th day from the receipt date.
12	LTC Complaint Surveyor Assignment Timeliness	95% of LTC complaints will have a surveyor assigned within 2 working days from the receipt date.

1. Invoicing and Payment

- A.** For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s), Exhibit B-1, attached hereto.
- B.** Contractor shall submit invoices with the Agreement Number in triplicate not more frequently than 30 days. Contractor shall submit each monthly invoice in triplicate not more than 45 days following the close of each month, unless the program contract manager agrees to an alternate deadline in writing. Invoices should be submitted to:

California Department of Public Health
Licensing and Certification Program
Attention: Chief, Fiscal Services Branch
P.O. Box 997377, MS 3202
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate invoice submission address. The State shall effect a change in the invoice address via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

C. Invoices shall:

- 1) Be prepared on Contractor letterhead. If invoices are not prepared on produced letterhead, an authorized official, employee or agent of the Contractor must sign invoices certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Bear the Contractor's name as shown on the agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified in Exhibit A-1, Quantity Metrics for each fiscal period of this agreement.

2. Timely Submission of Monthly Invoices

- A.** The Contractor shall submit each monthly invoice for the month of July through May for payment no more than 45 calendar days following the close of each month, unless the CDPH contract manager agrees to an alternate deadline in writing.
- B.** The Contractor shall submit the June (fiscal year end) invoice no more than one-hundred eighty (180) calendar days following the close of the month, unless the CDPH contract manager agrees to an alternate deadline in writing.

3. Timely Submission of Final Invoices

- A.** Contractor shall submit a final undisputed invoice for payment no more than one hundred eighty (180) calendar days after the close of each contracted fiscal year and/or the end of the contract term or termination date of this agreement, unless the CDPH contract manager agrees to a later or alternate deadline in writing. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.

- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- C. The Contractor is hereby advised of its obligation to submit to the State, with the final invoice, a completed copy of the **“Contractor’s Release (Exhibit G).”**

4. BudgetContingency Clause

- A. CDPH and Contractor mutually agree that if the Budget Act of the current year and/or any subsequent years covered under this Contract 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 Contract and Contractor shall not be obligated to perform any further services under or provisions of this Contract.
- 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 a contract amendment to Contractor that reduces the Contractor’s required workload to a level that equals the reduced amount of funding.

5. Prompt Payment Clause

CDPH will make payment in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. Amounts Payable

- A. Unless prior approval is given by CDPH using the process described in item 14, the amounts payable under this agreement shall not exceed:

- 1) \$113,451,995.08 for the budget period of 7/1/23 through 6/30/24.
- 2) \$122,663,243.00 for the budget period of 7/1/24 through 6/30/25.
- 3) \$132,709,899.27 for the budget period of 7/1/25 through 6/30/26.

- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

CDPH shall pay the Contractor for employee salaries and benefits up to the rate reflected and set forth in the budget(s) Exhibit B-1. As described in Personnel Budget Realignment (Exhibit B section 13) Contractor has the ability to select a different job classification within a personnel category. However, reimbursement will be based on the Contractor’s county required salaries and benefit rate for the selected classification at actual costs.

- C. The total amount payable under this Agreement shall not exceed \$368,825,137.35 without amendment.

7. Travel and Per DiemReimbursement

Any reimbursement for necessary travel and per diem shall be reimbursed at the most current Los Angeles County Auditor-Controller approved Travel Reimbursement rate through the term of this contract.

8. Expense Allowability / Fiscal Documentation

- A.** Invoices, received from the Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B.** Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability. This documentation shall include, but not be limited to, original signed or electronically validated and executed employee timesheets from Contractor's electronic timekeeping system as well as surveyor timesheets, which the Contractor shall by the fifth of the month on a monthly basis to CDPH.
- C.** If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D.** If travel is a reimbursable expense, the Contractor must maintain receipts to support the claimed expenditures.
- E.** Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision 9 in this exhibit entitled, "Recovery of Overpayments" for more information.
- F.** No contract employee shall earn more than 30% of their annual salary in overtime unless prior approved by CDPH. Contractor must provide scope of work and justification for CDPH to consider the request. Overtime expenditures shall not exceed budget line item.

9. Recovery of Over Payments

- A.** Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule that is agreeable to both the State and the Contractor.
 - 3) The State may offset the amount of the audit finding by reducing any outstanding invoice from the Contractor by that amount.
- B.** The State reserves the right to select which option it will employ and the State will notify the Contractor in writing of the claim procedure used.
- C.** Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that a final audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

- D. If the Contractor has filed a valid appeal regarding the report of audit findings, the State will defer recovery of the overpayments until a final administrative decision on the appeal has been reached. If the final administrative appeal decision requires Contractor to make some level repayment, Contractor shall repay, to the State, only the over-claimed or disallowed expenses determined by the final administrative appellate decision, plus the accrued interest on that amount. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

10. State Survey and Certification Requirement

In the event that Federal fiscal sanctions, including but not limited to non-delivery deductions or Center for Medicare and Medicaid Services Benchmark sanctions, are levied against the State as a result of non-compliance by Los Angeles County with the terms and conditions of the agreement, and in conjunction with Exhibit A, Scope of Work, and Exhibit A-1, Quantity Metrics, the State may pass on 100% of the sanctions directly attributable to the County's non-compliance. The state shall levy these sanctions via a reduction of the fiscal year end (June) invoice amount.

Any request made by the CDPH to the Legislature for a change in funding or other resource levels related to tasks and work required in Exhibit A, Scope of Work, and Exhibit A-1, Quantity Metrics, shall include a commensurate funding or other resource request for the Contractor.

The Contractor shall complete the state relicensing and federal re-certification surveys in accordance with the Exhibit A-1, Quantity Metrics. If the Contractor and CDPH Project Representatives mutually agree, in writing, that the Contractor is unable to timely perform a survey(s) for reasons other than redirection by CDPH, and CDPH completes one or more of such contracted recertification surveys on behalf of the Contractor, the State shall determine the time and effort (i.e., salary, travel, lodging, per diem, etc.) to conduct the survey(s) and shall deduct (in accordance with Exhibit A, Scope of Work, and Exhibit A-1, Quantity Metrics) this amount from the Contractor's monthly invoice following the date of the survey.

11. Withhold for Failure to meet Quantity Metrics

- A) Notwithstanding any other provision in this Agreement, in the event that Contractor is unable to complete the annual assigned workload requirements in accordance with Exhibit A-1, Quantity Metrics, CDPH may elect to withhold a certain percentage of budgeted funds from Contractor, as being unearned by Contractor.
- B) In order to determine whether to withhold any budgeted funds, CDPH and Contractor will each:
- Calculate the cost of each line item in the Exhibit A-1 Quantity Metrics for the applicable year and use the methodology below to determine if any contract withhold is permissible:
 - CDPH and Contractor will use Exhibit A-1, Quantity Metrics, for the applicable fiscal year for the calculation.
- C) For each line item (as it appears in Exhibit A-1 Quantity Metrics for the applicable fiscal year), CDPH and Contractor will each determine the percentage of effort each line item represents as a percentage of the total effort. This calculation will divide the line item's

estimated hours by the total hours. This calculation then multiplies the percentage by the total amount of the contract to determine the approximate value of the line item. To determine compliance, the calculation divides the number of hours for each workload category that Contractor completes by the hours in the work plan for that category. This results in the compliance percentage. CDPH will then subtract 95% from this "compliance percentage" which indicates the percent above or below 95% that Contractor completed. This percent below 95% is then multiplied by the approximate value of the line item to determine a withhold amount. If the net result is "positive" CDPH may not withhold budgeted funds. If CDPH and Contractor agree that the above calculation results in a specific negative value, CDPH may subtract that amount from the Agreement's total budget amount for that time period. Contractor will then have 30 calendar days to submit a revised budget and provide a final annual invoice to CDPH that does not exceed this revised total budget.

a. Example of the Calculation:

In scenario A, Contractor budgeted ~70K hours to long-term care complaints out of a total of ~302K workload hours. This equates to ~23% of the total budgeted workload hours. ~23% of the total budget of \$65.4M equates to ~\$15.2M. Contractor planned to complete 3,675 complaints, if they complete 3,400 complaints, this would be 92.5% of what was budgeted. CDPH and Contractor would deduct 2.5% of the \$15.2M, or \$376,889. Contractor would submit a revised budget for ~\$64.1M.

b. In scenario B, if Contractor completed 3,600 complaints, this would equate to ~98% of the line item, and there would be no budgetary withhold.

- D) CDPH will track data related to the number and scope of Contractor workload shifts that CDPH and/or the Contractor request in order to meet changing priorities. Contractor and CDPH will review this data on an annual basis to allow for further adjustments in workload planning.
- E) A calculation of performance based on the broader categorical line items will also be included for comparison purposes.
- F) In the event that CDPH and Contractor each determine that the process of calculating actual Contractor workload performance and completion is overly burdensome and too difficult to manage (due to CDPH redirections of priorities or changes in the projected workload in various line items), CDPH and Contractor may agree to amend the Agreement to replace the existing line items with broader categorical line items for calculating performance and withholds; such as:
- i. Complaints
 - ii. Federal Re-certification and Validation Surveys
 - iii. State Licensure
 - iv. Miscellaneous work
- G) Contractor is expected to meet 95% of the workload in each line item listed in Exhibit A-1; otherwise withholds would be calculated as set out above.
- H) Given the need for flexibility in changing the scope of work to meet unanticipated changes in workload and/or priorities, such as shifts in the number of complaints or surveys needed in any particular category, CDPH and/or Contractor may request the movement of work hours from one category to another using the process described in Exhibit A, Scope of Work Changes:

This flexibility will allow for unanticipated work such as CMS surveys or surveys needed due to facilities impacted by emergencies or any other unanticipated workload needs.

- a. This flexibility will also allow for unanticipated increases or decreases in certain line items.
 - i. Example:
 - 1. If the number of complaints received is less than the number projected in Exhibit A-1, Quantity Metrics, CDPH and LAC will mutually agree upon the revised denominator (and the number in the Exhibit A-1 Quantity Metrics). Contractor's workload performance will be based on the revised denominator.
- b. As needed, CDPH and Contractor will agree on final shifts at the end of each quarter of the fiscal year.
- I) At the end of the fiscal year, CDPH, in consultation with Contractor, will do a final calculation of work hours in each workload category to determine the number of items that Contractor is required to perform, or the quantity of work that is available for Contractor to perform. Based on these final, agreed-upon number of items, CDPH, in consultation with Contractor, will do a final dollar calculation for each line item based on these revisions. Any potential withhold may only be based on these final workload calculations.
- J) Contractor shall only bill CDPH for actual contract expenditures as verified with appropriate documentation.
- K) CDPH will calculate the workload metrics annually, 180 days after the close of the FY, in order to determine if Contractor met the workload targets. CDPH will base these calculations on standard reports printed from the ASPEN database, tracking logs, and other sources, as determined appropriate. CDPH will provide Contractor with a copy of the standard report.

12. Carryover of Unspent Obligations Request

- A) In the event that the Contractor budget is unspent in a given year, CDPH may carry over unspent funds into the Contractor's next fiscal year budget, if the budget appropriation is available for the type of funds used herein. Expenditure of carryover funds requires prior approval and processing by CDPH. Contractor must submit the carryover funds request to CDPH no less than 90 days prior to the end of the fiscal year. CDPH may approve the expenditure of carryover funds for unanticipated workload, to decrease the time required to address any backlog in complaints or other areas, and/or for quality improvement projects. In addition, CDPH may approve the expenditure of carryover funds by Contractor on any increase to the Los Angeles County Auditor-Controller Employee Benefits Rates and Indirect Cost Rate as approved by the County of Los Angeles Board of Supervisors in order to cover the County's actual cost in providing the services under this agreement. Any approved expenditures will be requested when the Contractor submits the final invoice (as indicated in Exhibit B, Section 2B) with additional required substantiation.

13. Personnel Budget Realignment

Contractor may adjust filling positions as included in Exhibit B-1 as long as filled position is in accordance with the Personnel Categories included in Exhibit B-2, Personnel Groupings, not to exceed budgeted amounts in Exhibit B-1. Any such changes shall not require a contract

amendment, but the agreed upon change or shift in Contractor personnel shall be memorialized in a written record that is affirmatively approved by each party.

14. Project Budget Changes

- A) The Contractor is responsible for implementing its own cost control measures, such as tracking and monitoring monthly expenses. Contractor agrees to use its best efforts to maintain costs within the annual authorized amounts shown in item 6(A) while still meeting the tasks and work required in Exhibit A, Scope of Work.
- B) If uncontrollable costs arise during the Agreement that exceed the annual authorized amounts shown in item 6(A), the Contractor shall promptly notify CDPH in writing to request additional funds no later than 30 calendar days after the Contractor becomes aware of the cost overrun and reasonably knows or should know that additional funding will be needed before the end of the affected state fiscal year.
 - a. Uncontrollable costs mean any increase in costs directly or indirectly resulting from events or circumstances beyond the control of the parties or outside the scope of the agreed upon terms. An anticipated uncontrollable cost under this Agreement is the future increases in indirect cost and employee benefit rates required to be paid by Contractor during the term of this Agreement to County employees providing services under this Agreement.
- C) The written request shall include a detailed explanation of the uncontrollable cost(s) and the total amount requested. The total amount requested is the difference of the forecasted annual total cost minus the annual contract amounts payable as shown in item 6(A) for the affected state fiscal year. The detailed explanation must include, at minimum:
 - a. An analysis of actual incurred costs, by line item and categories as reflected in Exhibit B-1.
 - b. A revised Exhibit B-1 reflecting the adjusted amount(s).
 - c. Reason(s) for these increased, uncontrollable costs.
- D) CDPH will review the request and determine if it is reasonable and necessary, and reserves the right to request supporting documentation for the request. If determined reasonable and necessary, CDPH shall approve additional funds and notify the Contractor in writing. If the request is not determined reasonable and necessary, CDPH shall deny the request for additional funds and notify the Contractor in writing. CDPH agrees to approve Contractor's request to increase an annual authorized amount due to uncontrollable costs caused by increases in indirect cost and employee benefit rates required to be paid by Contractor during the term of this Agreement to County employees providing services under this Agreement, subject to the following:
 - a. If the approval does not result in an increase to the total contract cost (sum of all years as shown in item 6(A)), a contract amendment shall not be required, but memorialized in a written record.
 - b. If the approval results in an increase that exceeds the total contract cost, a contract amendment shall be required.
- E) In the event that the Contractor incurs costs, that exceed the contract amounts payable as shown in item 6(A) and the request for additional funds is denied, the Contractor shall be financially liable for those excess costs and any reimbursement requested for those costs will be denied, deemed a forfeiture of payment by Contractor, and no payment will be issued by CDPH.

Exhibit B1: Budget - FY 2023/24, 2024/25, 2025/26

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH - HEALTH FACILITIES INSPECTION DIVISION

Item #	Position Title or Line Item Name	Budget Category	YEAR 1 (FY 23-24) FTE	YEAR 2 (FY 24-25) FTE	YEAR 3 (FY 25-26) FTE	YEAR 1 (FY 23-24)	YEAR 2 (FY 24-25)	YEAR 3 (FY 25-26)
1	Chief, Health Facilities Inspection Division	Salary & Wages	1	1	1	\$223,729.03	\$231,000.23	\$239,817.41
2	Assistant Chief, Health Facilities Inspection Division	Salary & Wages	2	2	2	\$312,184.57	\$322,330.57	\$334,633.80
3	Health Facilities Consultant, Nursing	Salary & Wages	0	0	0	\$0.00	\$0.00	\$0.00
4	Health Facilities Consultant, Dietary	Salary & Wages	3	3	3	\$307,104.94	\$317,085.85	\$329,188.90
5	Health Facilities Consultant, OT	Salary & Wages	3	3	3	\$506,580.32	\$523,044.18	\$543,008.57
6	Health Facilities Consultant, Pharmacy	Salary & Wages	5	5	5	\$1,023,378.59	\$1,056,638.39	\$1,096,969.88
7	Health Facilities Evaluator, Nursing	Salary & Wages	272	291	308	\$36,121,314.57	\$39,900,440.71	\$43,843,350.38
8	Health Facilities Program Manager, Nursing	Salary & Wages	10	10	10	\$1,649,750.61	\$1,703,367.51	\$1,768,384.39
9	Chief Physician (IM/FP E 12)	Salary & Wages	1	1	1	\$363,774.87	\$375,597.56	\$389,933.97
10	Physicians Specialist, MD	Salary & Wages	2	2	2	\$584,922.39	\$603,932.36	\$626,984.23
11	Senior Secretary III	Salary & Wages	1	1	1	\$82,809.53	\$85,500.84	\$88,764.38
12	Senior Secretary II	Salary & Wages	2	2	2	\$153,144.39	\$158,121.58	\$164,157.02
13	Senior Health Facilities Evaluator, NSG	Salary & Wages	18	18	18	\$2,561,560.57	\$2,644,811.28	\$2,745,762.71
14	Principal Info System Analyst	Salary & Wages	1	1	1	\$157,985.39	\$163,119.92	\$169,346.14
15	Information System Analyst II	Salary & Wages	1	1	1	\$115,506.75	\$119,260.72	\$123,812.86
16	Senior Typist Clerk	Salary & Wages	59	62	66	\$3,625,694.60	\$3,933,878.64	\$4,347,519.30
17	Staff Assistant II	Salary & Wages	24	24	24	\$2,017,011.17	\$2,082,564.04	\$2,162,054.71
18	Supervising Administrative Assistant II	Salary & Wages	0	0	0	\$0.00	\$0.00	\$0.00
19	Supg. Health Facilities Evaluator, NSG	Salary & Wages	33	33	34	\$5,131,658.27	\$5,298,437.17	\$5,667,363.64
20	Senior IT Tech Support Analyst	Salary & Wages	4	5	5	\$454,157.60	\$586,147.15	\$608,520.16
21	Health Care Financial Analyst	Salary & Wages	2	2	2	\$203,224.65	\$209,829.45	\$217,838.56
22	Administrative Services Manager III	Salary & Wages	1	1	1	\$168,860.11	\$174,348.06	\$181,002.86
23	Senior Staff Analyst, HS	Salary & Wages	1	1	1	\$156,816.28	\$161,912.81	\$168,092.96
24	Staff Analyst, Health	Salary & Wages	2	2	2	\$258,776.73	\$267,186.98	\$277,385.40
25	Administrative Services Manager I	Salary & Wages	1	1	1	\$118,973.21	\$122,839.84	\$127,528.59
26	Total Salaries & Wages					\$56,298,919.15	\$61,041,395.83	\$66,221,420.82
27								
28	Salary & Wages		Total Overtime		\$2,814,945.96	\$3,052,069.79	\$3,311,071.04	
29								
30	LAC Total Salary & Wages (Items 26+28)					\$59,113,865.11	\$64,093,465.62	\$69,532,491.86
31								
32	Benefits		Total Benefits (55.415%)		\$32,757,948.35	\$35,517,393.98	\$38,531,430.36	
33								
34	Total Salary & Wages + Fringe Benefits (Items 30 + 32)					\$91,871,813.46	\$99,610,859.60	\$108,063,922.22
35								
36	Operating Expenses							
37	Supplies/Office Expenses	Operating Expenses				\$784,426.64	\$815,803.71	\$848,435.85
38	Office Space - Rental	Operating Expenses				\$4,524,255.84	\$4,705,226.07	\$4,893,435.12
39	Training and Meeting	Operating Expenses				\$477,206.38	\$477,206.38	\$477,206.38
40	Photocopy Machine Lease	Operating Expenses				\$63,165.72	\$65,692.34	\$68,320.04
41	Total Operating Expenses (Items 37+38+39+40)					\$5,849,054.57	\$6,063,928.50	\$6,287,397.39
42								
43	Equipment							
44	Computer Upgrades/Replacements	Equipment				\$842,117.14	\$875,801.83	\$910,833.90
45	Total Equipment					\$842,117.14	\$875,801.83	\$910,833.90
46								
47	Travel	Travel				\$512,531.18	\$533,032.42	\$554,353.72
48								
49	Total Travel					\$512,531.18	\$533,032.42	\$554,353.72
50								
51	Computer Upgrades/Replacements							
52	Workstations	Computer Upgrades/ Replacements				\$27,542.93	\$28,644.64	\$29,790.43
53	Wireless Care	Computer Upgrades/ Replacements				\$150,968.68	\$157,007.43	\$163,287.73
54	Total Computer Upgrades/Replacement (Items 52 + 53)					\$178,511.61	\$185,652.07	\$193,078.16
55								
56	Total Direct Costs (Items 41+45+49+54)					\$7,382,214.50	\$7,658,414.82	\$7,945,663.16
57								
58	Indirect Costs (24.018%)	Indirect						
59	Total Indirect Costs					\$14,197,968.12	\$15,393,968.57	\$16,700,313.89
60								
61	Total Costs (Items 34+56+59)					\$113,451,995.08	\$122,663,243.00	\$132,709,899.27
						Contract Total		\$368,825,137.35

Note:

(1) FY 23-24 monthly salary is based on FY 23-24 Weighted Rate.

(2) FY 23-25 proposed salaries projection reflects \$1,375 bonus and 5.5% COLA starting October 2022, and 3.25% COLA starting October 2023 and 2024.

(3) FY 25-26 proposed salaries projection reflects assumption of 4% COLA starting October 2025.

(4) Operating Expenditures reflect 4% COLA starting October 2023, October 2024 and 4% COLA starting October 2025. Except training/travel, due to minimal traveling because of teleconferencing.

(5) LAC Year 4 Extension EB/IC rates reflect FY 20-21 Final EB 55.415% and ICR 24.018%.

Exhibit B-2
Personnel Categories – Reimbursable Classifications

Personnel Categories	Known Classifications that Fall within Each Category
Management	Chief, Health Facilities Inspection Division
	Assistant Chief, Health Facilities Inspection Division
	Health Program Manager I, II, III
	Director, District Environmental Services
	Nurse Manager
	Nursing Director, Administration
	Clinical Nursing Director I, II
	Health Facilities Program Manager, Nursing
	Health Facilities Program Manager
	Administrative Services Manager III
	Senior Staff Analyst, Health
Consultants	Health Facilities Consultant, Dietetics and Food Service
	Health Facilities Consultant, Pharmacy
	Health Facilities Consultant, Nursing
	Health Facilities Consultant, Occupational Therapy
	Health Facilities Consultant, Physical Therapy
	Physician Specialist
	Senior Physician
	Chief Physician
	Physician Assistant
Evaluators	Nurse Practitioner
	Health Facilities Evaluator I, II, III
	Supervising Health Facilities Evaluator, Nursing
	Senior Health Facilities Evaluator, Nursing
	Health Facilities Evaluator, Nursing
	Health Facilities Evaluator Trainee
	Registered Environmental Health Specialist
	Licensed Vocational Nurse
Support Staff	Health Facilities Technician
	Administrative Services Manager I, II
	Staff Analyst, Health
	Assistant Staff Analyst, Health
	Health Program Analyst I, II, III
	Supervising Administrative Assistant I, II
	Administrative Assistant I, II, III
	Management Assistant
	Staff Assistant I, II
	Senior Secretary I, II, III
	Secretary I, II
	Intermediate Supervising Typist-Clerk
	Intermediate Supervising Clerk
	Senior Typist-Clerk
	Senior Clerk

Exhibit B-2
Personnel Categories – Reimbursable Classifications

Personnel Categories	Known Classifications that Fall within Each Category
	Intermediate Typist-Clerk
	Intermediate Clerk
	Word Processor
	Veteran Intern, Office and Clerical Support
	Senior Information Systems Analyst
	Senior Information Technology Technical Support Analyst
	Information Systems Analyst I, II
	Accounting Officer I, II, III
	Accountant I, II, III
	Health Care Financial Analyst

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D
Special Terms and Conditions [Rev 11/16]

(Applicable to consultant and personal service contracts)

The provisions herein apply to this Agreement unless the provisions are removed by reference, or superseded by an alternate provision appearing in Exhibit E of this Agreement.

Index

1. Cancellaton
2. Intellectual Property Rights
3. Confidentiality of Information
4. Dispute Resolution Process
5. Excise Taxes

1. Cancellation

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

2. Intellectual Property Rights

A. Ownership

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

without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

- 5) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- 6) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

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

C. Copyright

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced

or disseminated without prior written permission from the California Department of Public Health.”
This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

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

E. Third-Party Intellectual Property

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

F. Warranties

1) Contractor represents and warrants that:

- a. It is free to enter into and fully perform this Agreement.
- b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- c. Neither Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- d. Neither Contractor’s performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

- h. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- 2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

G. Intellectual Property Indemnity

- 1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- 3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

H. Federal Funding

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

I. Survival

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

3. Confidentiality of Information

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

4. Dispute Resolution Process

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

- A. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- B. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the

Deputy Director or his/her designee shall be the final administrative determination of the Department.

- C. If the contractor is unsatisfied with the results of the written decision of the Deputy Director, Contractor may, within fifteen (15) days of receipt of Deputy Director's decision, request an in-person conference with the Director of CDPH. The conference shall be held in Sacramento and will consider any written decision, or portion thereof, by the Deputy Director. After the conference, the Director of CDPH shall issue a written decision that either affirms, rejects, or revises the Deputy Director's written decision. The decision shall be issued within 60 days or a day agreeable to both parties.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. **Excise Tax**

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

1. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. 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 Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants

as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Contractor shall be responsible for motor vehicle liability claims by its employees that arise from work conducted within the scope of this agreement. CDPH will not separately process any such claims arising out of this agreement. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, “The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall

require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

3. Subcontract Requirements

No Subcontractor shall be utilized under this agreement.

4. Documents, Publications and Written Reports Optional

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

5. Procurement Rules

Except as provided in Exhibit B-1:

A. Equipment definitions

Wherever the term equipment and/or property are used, the following definitions shall apply:

- 1) **Major equipment:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- 2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

B. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

C. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

D. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

6. Equipment Ownership / Inventory / Disposition

A. Wherever the terms equipment and/or property are used under this provision, the definitions in Provision 12, Paragraph A, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- 1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- 2) If the Contractor enters an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- a. Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- b. Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- c. Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- B. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- C. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- D. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- E. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- F. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

7. Prohibited Use of State Funds for Software

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.

Exhibit F
Federal Terms and Conditions

EXHIBIT I

(For Federally Funded Contract Agreements)

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements

1. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements 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, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, 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 State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- 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 application/proposal/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 b(2) herein; and

- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered

federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor further agrees that it will insert this certification into any subawards (~~subcontracts or subgrants~~) entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an

annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

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 making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, 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 of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" 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 subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients 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 1352, Title 31, U.S.C., 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.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

(Rev 04/16)

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Exhibit F
Federal Terms and Conditions

EXHIBT I

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, If known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known: _____	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.		
<div style="display: flex; justify-content: space-between;"> <div> Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ </div> <div> Date: _____ </div> </div>		
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 19-10042 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Exhibit H
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

“Breach” means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

 - B. Confidential Information: “Confidential information” means information that:
 1. does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.

 - C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

 - D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:

Exhibit H

Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor’s obligations under its agreement with CDPH.

Exhibit H
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- VI. Safeguards: The Contractor and CDPH shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor and CDPH shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit H

Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such 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 or agent of the Contractor.

Contractor and CDPH shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, either Contractor or CDPH, dependent upon the entity responsible for the breach, shall, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. If the Contractor is responsible, it shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with each other in the notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, either Contractor or CDPH, dependent upon the responsibility for the breach, shall either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). If the Contractor is responsible, it shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with each other in the submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Exhibit H

Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy

Exhibit H
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)****Attachment 1****Contractor Data Security Standards**

(Note: CDPH must follow these controls for any systems or Applications managed by CDPH)

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Workforce Member Assessment:** CDPH and Contractor, to the extent consistent with their governing statutes, regulations, existing contracts, rules and policies, must ensure that all workforce members that will have access to CDPH PCI have been assessed to assure that there is no indication that the workforce member may present a risk to the security or integrity of CDPH PCI. CDPH and Contractor shall retain each workforce member's assessment documentation, whether in physical or electronic format, for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Exhibit H
Information Privacy and Security Requirements
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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- A. **Access Controls.** Formal procedures must be implemented to control access to systems, services, and data, including, but not limited to, user account management procedures and the following controls:
1. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 2. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 3. Applications will include access control to limit user access to information and application system functions; and
 4. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
 5. Any access to data in the application will be via a multi-factor authentication (MFA) solution.

B. STORED DATA ENCRYPTION STANDARDS – STORED DATA

Workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that are used to access, store, receive, and/or transmit County PCI require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and

Exhibit H

Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) 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.

C. TRANSMITTED DATA - ENCRYPTION STANDARDS

All transmitted (e.g. network) PCI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) 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.

- D. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information.

Exhibit H
Information Privacy and Security Requirements
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CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/14/2023	
BOARD MEETING DATE	6/27/2023	
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 A MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF AS-NEEDED TEMPORARY PERSONNEL SERVICES TO SUPPORT THE STRENGTHENING HEALTHCARE ASSOCIATED INFECTIONS AND ANTIMICROBIAL RESISTANCE PROGRAM CAPACITY	
PROGRAM	Acute Communicable Disease Control 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	Completion of a solicitation.	
COST & FUNDING	Total cost: \$5,400,000	Funding source: Centers for Disease Control and Prevention (CDC) for the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Cooperative Agreement
	TERMS (if applicable) Date of execution through July 31, 2024	
	Explanation: Delegated authority to extend to July 31, 2025	
PURPOSE OF REQUEST	Request delegated authority to execute a competitively solicited Master Agreement Work Order (MAWO), with a qualified vendor, for the provision of as-needed temporary personnel services to support Public Health's Acute Communicable Disease Control Program (ACDC) Strengthening Healthcare Associated Infections (HAI) and Antimicrobial Resistance (AR) Program Capacity (SHARP) project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	These temporary personnel will provide assistance with implementing the SHARP project managed by Public Health's ACDC Program. The purpose of the SHARP project is to support of a broad range of healthcare infection prevention and control activities and epidemiologic surveillance related activities to detect, monitor, mitigate, and prevent the spread of SARS-CoV-2/COVID-19 in healthcare settings. The project may also reasonably address other conditions in healthcare settings, such as HAIs and AR, which rely upon the same fundamental IPC and epidemiologic surveillance approaches that are used to detect, monitor, mitigate, and prevent the spread of SARS-CoV-2/COVID-19 in healthcare settings.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	

DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <ul style="list-style-type: none">• Joshua Bobrowsky, Director Government Affairs, Public Health jbobrowsky@ph.lacounty.gov• Sharon Balter, MD, Director, Division of Communicable Disease Control and Prevention sbalter@ph.lacounty.gov• Blaine McPhillips, Senior Deputy County Counsel, bmcphillips@counsel.lacounty.gov
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BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

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

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

313 North Figueroa Street, Room 806
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www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

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Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

DRAFT

June 27, 2023

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

Dear Supervisors:

**APPROVAL TO EXECUTE A MASTER AGREEMENT WORK ORDER
FOR THE PROVISION OF AS-NEEDED TEMPORARY PERSONNEL SERVICES
TO SUPPORT THE STRENGTHENING HEALTHCARE ASSOCIATED INFECTIONS
AND ANTIMICROBIAL RESISTANCE PROGRAM CAPACITY**

**(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request delegated authority to execute a Master Agreement Work Order with a qualified vendor for As-Needed Temporary Personnel Services to support the Strengthening Healthcare Associated Infections and Antimicrobial Resistance Program Capacity by the Department of Public Health, Acute Communicable Disease Control Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Public Health (Public Health), or designee, to execute a competitively solicited Master Agreement Work Order (MAWO), with a qualified vendor, for the provision of as-needed temporary personnel services to support Public Health's Acute Communicable Disease Control Program (ACDC) Strengthening Healthcare Associated Infections (HAI) and Antimicrobial Resistance (AR) Program Capacity (SHARP) project, effective upon date of execution through July 31, 2024, at a total maximum obligation not to exceed \$5,500,000; fully offset by funding from the Centers for Disease Control and Prevention (CDC), Assistance Listing Number 93.323, for the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Cooperative Agreement.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the MAWO that: a) extends the term for one additional year through July 31, 2025, at an annual maximum obligation not to exceed \$5,500,000, contingent upon the availability of funds and contractor performance, b) allow the rollover of unspent MAWO funds, as allowed by the grant(s); c) provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable MAWO term, and make corresponding service adjustments, as necessary; and/or d) make updates to the terms and conditions, as needed, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute a MAWO with a qualified vendor, as a result of a competitive Work Order Solicitation (WOS) process, to provide up to thirty (30) temporary personnel services to fulfill needed positions for the SHARP project.

These temporary personnel will provide assistance with implementing the SHARP project managed by Public Health's ACDC Program. The purpose of the SHARP project is to support a broad range of healthcare infection prevention and control activities and epidemiologic surveillance related activities to detect, monitor, mitigate, and prevent the spread of SARS-CoV-2/COVID-19 in healthcare settings. The project may also reasonably address other conditions in healthcare settings, such as HAIs and AR, which rely upon the same fundamental infection prevention control and epidemiologic surveillance approaches that are used to detect, monitor, mitigate, and prevent the spread of SARS-CoV-2/COVID-19 in healthcare settings. The SHARP Project builds upon existing ELC infrastructure which emphasizes the coordination and critical integration of laboratory with epidemiology and health information systems to maximize the public health impact of available resources in Los Angeles County.

Approval of Recommendation 2 will allow Public Health to execute amendments to the MAWO to extend the term of the MAWO; rollover unspent funds; 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 MAWO term, and make corresponding service adjustments, as necessary; and/or make updates to the terms and conditions, as needed. 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.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.1, Increase Our Focus on Prevention Initiatives and Strategy II.2, Support the Wellness of our Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation of the MAWO is estimated not to exceed \$5,500,000 effective upon date of execution through July 31, 2024; 100 percent offset by funding from CDC ELC Cooperative Agreement.

Funding for the MAWO is included in Public Health's Recommended Budget for fiscal year (FY) 2023-24 and will be included in future FYs as necessary.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In October 2021, Public Health received supplemental funding through the American Rescue Plan Act of 2021 to provide additional critical support in addressing COVID-19 within Los Angeles County by providing SHARP services. The SHARP funding allows Public Health to expand the scope of prior ELC-funded activities, which focused largely on hospitals, to now provide COVID-19 and AR surveillance, detection, prevention and outbreak response, as well as expanded antibiotic stewardship services for long-term care facilities, ambulatory clinical settings, dialysis centers, and dental and complimentary medicine clinics.

On November 2, 2021, your Board approved the execution of Master Agreements with nine qualified vendors for the provision of as-needed temporary personnel services and delegated authority to the Director of Public Health, or designee, to execute competitively solicited MAWOs for services performed under the Master Agreements subject to the following criteria: a) if a Work Order Solicitation (WOS) results in a MAWO that is \$699,999 or less annually, upon County Counsel review and approval, the respective department will notify your Board of the MAWO; and b) if a WOS results in a MAWO that is \$700,000 or more annually, the respective department will return to your Board for approval.

Subsequently, Public Health exercised delegated authority to execute one additional Master Agreement for the provision of as-needed temporary personnel services with a vendor who had been identified and selected through the Request for Statement of Qualifications process, increasing the pool of qualified vendors to 10.

Public Health is returning to your Board for authorization to execute a competitively solicited MAWO as this recommended action results in a MAWO that is \$700,000 or more annually.

CONTRACTING PROCESS

The Honorable Board of Supervisors

June 27, 2023

Page 4

On May 9, 2023, Public Health released an As-Needed Temporary Personnel Services WOS for SHARP Project (TEMP-WOS-157) to all Public Health As-Needed Temporary Personnel Master Agreement Contractors qualified to provide temporary personnel services. Responses to the WOS were due to Public Health on May 29, 2023.

Upon completion of the solicitation process, Public Health will notify your Board of the results prior to execution of the As-Needed Temporary Personnel MAWO.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue the provision and expansion of the SHARP Project throughout LAC.

Respectfully submitted,

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

BF:db
BL #07019

Enclosure

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/14/2023							
BOARD MEETING DATE	6/27/2023							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th							
DEPARTMENT(S)	Public Health							
SUBJECT	Approval to execute contracts for Trauma Prevention Initiative: Street Outreach And Community Violence Intervention (TPI: SOCVI) Services							
PROGRAM	Office of Violence Prevention (OVP)							
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	The current contracts are set to expire June 30, 2023.							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$8,400,000</td><td>Funding source: Measure B, Proposition AB109, and net County cost</td></tr> <tr> <td colspan="2">TERMS (if applicable): Effective July 1, 2023, through June 30, 2026.</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$8,400,000	Funding source: Measure B, Proposition AB109, and net County cost	TERMS (if applicable): Effective July 1, 2023, through June 30, 2026.		Explanation:	
Total cost: \$8,400,000	Funding source: Measure B, Proposition AB109, and net County cost							
TERMS (if applicable): Effective July 1, 2023, through June 30, 2026.								
Explanation:								
PURPOSE OF REQUEST	<p>Public Health is requesting approval to execute contracts for the provision of TPI: SOCVI services in Los Angeles County at the following selected priority communities: Willowbrook, Westmont West Athens, Florence-Firestone, Unincorporated Compton, East Los Angeles, Hawaiian Gardens/Norwalk, Puente Valley, Pomona, and Antelope Valley.</p> <p>Public Health is also requesting delegated authority to execute future amendments and change notices as appropriate, to reflect funding adjustments, and non-material and/or ministerial revisions; suspend or terminate and/or accept a voluntary contract termination notice from contractors; as well as authority to extend or adjust the term.</p>							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>No issue expected.</p> <p>Since 2018, TPI has implemented SOCVI Services in four communities in South Los Angeles identified as having the highest rates of violence TPI: SOCVI originally focused on unincorporated communities in order to build capacity within Los Angeles County (to sustain community violence intervention strategies and support similar efforts in neighboring cities.</p> <p>In response to a February 2021 Motion from Supervisorial District 1, <i>Piloting a Crisis Response and Trauma Informed System of Care</i>, OVP drafted a plan to expand TPI within the current South Los Angeles communities and to additional. In November 2021, the County Board of Supervisors approved an expansion of TPI, including additional resource for the original south Los Angeles communities, and expansion to five new communities.</p>							

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: OVP conducted a criteria-based data assessment to identify communities most impacted by violence for prioritizing TPI communities. TPI invests in community-driven public safety by investing in community-based organizations that hire local community members with lived experience.
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: SOCVI supports Board Priority 3, Care First Jails Last, which includes OVP's public health approach to prevent violence and promote healing, including TPI.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871, jbobrowsky@ph.lacounty.gov Kelly Fischer, MA, Deputy Director, OVP (626) 293-2918 / (323) 236-6858 cell, kfischer@ph.lacounty.gov Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 974-1751 CKirkwood@counsel.lacounty.gov



DRAFT



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

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County Health Officer

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www.publichealth.lacounty.gov

BOARD OF SUPERVISORS

Hilda L. Solis
First District

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Janice Hahn
Fourth District

Kathryn Barger
Fifth District

June 27, 2023

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 NEW CONTRACTS FOR TRAUMA PREVENTION
INITIATIVE: STREET OUTREACH AND COMMUNITY VIOLENCE INTERVENTION
SERVICES
(SUPERVISORIAL DISTRICTS 1, 2, 4, and 5) (3 VOTES)**

SUBJECT

Request approval to execute nine new contracts for Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services to support the Department of Public Health's implementation of the Trauma Prevention Initiative effective July 1, 2023, through June 30, 2026; and for delegated authority to execute future amendments and change notices, as appropriate, to reflect funding adjustments, and non-material and/or ministerial revisions; suspend or terminate and/or accept voluntary contract termination notices from contractors; as well as authority to extend or adjust the contract term.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute nine new contracts, substantially similar to Exhibit I, with the agencies listed in Attachment A, selected under a competitive solicitation process for the provision of Trauma Prevention Initiative (TPI): Street Outreach and Community Violence Intervention (SOCVI) Services, effective July 1, 2023, through June 30, 2026, for an annual County maximum obligation of \$2,800,000, as detailed in Attachment A, with a total County maximum obligation of \$8,400,000, 100 percent offset by Measure B, Proposition AB109 funds, and existing Departmental net County cost.
2. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the contracts that extend the term for up to two additional one-year periods through June 30, 2028, at amounts to be determined by the Director of Public Health; allow a no-cost adjustment to the term of the contracts for up to six months; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 50 percent above or below the term's annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts 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.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend any contract upon issuing a written notice to contractors who fail to fully comply with program requirements; to terminate contracts for convenience by providing a 30-calendar day advance written notice to contractors; and to accept voluntary contract termination notices from contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Public Health's Office of Violence Prevention (OVP) implements the TPI, which is a comprehensive, place-based violence prevention and intervention strategy. TPI includes several key strategies, including community engagement, capacity building for community stakeholders and grassroots organizations, and peer violence intervention strategies, including Street Outreach and Community Violence Intervention Services.

Since 2018, TPI has implemented SOCVI Services in four communities in South Los Angeles identified as having the highest rates of violence: Westmont West Athens, Willowbrook, Florence-Firestone, and Unincorporated Compton. TPI: SOCVI originally

focused on unincorporated communities in order to build capacity within Los Angeles County to sustain community violence intervention strategies and support similar efforts in neighboring cities.

Expansion of TPI including SOCVI to additional communities is a priority of the OVP Early Implementation Strategic Plan. In response to a February 2021 Motion from Supervisorial District (SD) 1, *Piloting a Crisis Response and Trauma Informed System of Care*, OVP drafted a plan to expand TPI within the current South Los Angeles communities and to additional communities including: East Los Angeles, Hawaiian Gardens/Norwalk, Puente Valley, Pomona, and Antelope Valley. In November 2021, the Board approved an expansion of TPI, including additional resource for the original south Los Angeles communities, and expansion to the five new communities beginning January 1, 2022.

SOCVI is a community-driven public safety strategy that employs a peer approach to promote peace, reduce retaliatory violence, reduce contact with law enforcement, and link high risk/need individuals and communities to needed services. SOCVI employs peer specialists who have credibility within and outside their neighborhoods to move across gang neighborhoods to outreach or provide services to gang-affiliated youth and adults. Often these peer specialists are former gang members themselves, who have left the lifestyle to give back to their communities and have received extensive formal training in conflict mediation and other skills. SOCVI advances equity by investing in grassroots community organizations and providing career pathways for individuals who have been previously incarcerated. Additionally, SOCVI can help change community norms around violence and build more trusting relationships and dialogue between community, government, and law enforcement. SOCVI has been implemented in communities across the nation and has been elevated by the Law Center to Prevent Gun Violence and the Centers for Disease Control and Prevention as a promising practice for violence prevention. SOCVI work is defined by the following activities: crisis intervention (e.g., rumor control, promoting peace, mediating conflicts), prevention (e.g., safe passages, tutoring, informal mentoring), community mobilization (e.g., community events, task forces, unity walks), and informal case management (e.g., connecting kids to school, work source centers, mental health, health services, park programming). There are several different models that have been used, including Cure Violence, which originated in Chicago, and the Cardenas Model, which originated in Los Angeles.

Approval of Recommendation 1 will enable Public Health to execute nine contracts with qualified agencies to support Public Health's implementation of TPI: SOCVI Services in priority communities with disproportionately high levels of violence. The selected priority communities are: Willowbrook, Westmont West Athens, Florence-Firestone, Unincorporated Compton, East Los Angeles, Hawaiian Gardens/Norwalk, Puente Valley, Pomona, and Antelope Valley.

Approval of Recommendation 2 will allow Public Health to execute future amendments to extend and/or adjust the term of the contracts for up to two additional one-year periods at amounts to be determined by the Director of Public Health, contingent upon the availability of funding and contractor performance; rollover unspent funds; and/or

increase or decrease funding up to 50 percent above or below the annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable Public Health to amend the contract to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed 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 DPH's efforts to expeditiously maximize revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contracts 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.

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

Implementation of Strategic Plan Goals

The recommended actions support Strategy 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 County maximum obligation for the nine recommended TPI: SOCVI Services contracts is \$8,400,000; for the term of July 1, 2023, through June 30, 2026; 100 percent offset by Measure B, Proposition AB109 funds, and existing Departmental net County cost.

Funding for these contracts is included in Public Health's Recommended Budget for fiscal year (FY) 2023-24 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 2, 2017, your Board approved the annual allocation of Measure B funds to support TPI in selected priority communities that have a high level of violence. In November 2021, your Board approved one-time Measure B funds for TPI expansion. In October 2022 during supplemental budget, the CEO identified ongoing funding to support TPI Expansion using Measure B, AB109 funds, and existing Departmental net County cost.

As required under Board Policy 5.120, your Board was notified on May 9, 2023, of

Public Health's request to increase or decrease funding up to 50 percent above or below the annual base maximum obligation.

Exhibit I is the contract template approved by County Counsel. Attachment A is a list of the recommended contracts. Attachment B is the contracting opportunity announcement on the County website. Attachment C is the Community Business Enterprise Information Summary for the recommended contractors.

CONTRACTING PROCESS

On February 1, 2023, Public Health released Request for Applications (RFA) Number 2023-002 to solicit applications from qualified organizations to provide TPI: SOCVI services in the following nine Los Angeles County priority communities:

1. Willowbrook
2. Westmont West Athens
3. Florence-Firestone
4. Unincorporated Compton
5. East Los Angeles
6. Hawaiian Gardens/Norwalk
7. Puente Valley
8. Pomona
9. Antelope Valley

The contracting opportunity announcement was posted on the County of Los Angeles Online website (Attachment B) and Public Health's Contracts and Grants website. Additionally, a contracting opportunity flyer was sent by electronic mail to an extensive distribution list of agencies in the County affiliated with Public Health.

Public Health received a total of 13 applications from seven agencies that covered all the priority communities by the submission deadline. All applications were reviewed by a committee that consisted of representatives within Public Health and were evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009, and the RFA solicitation process.

Pursuant to the selection criteria established in the RFA, one application was deemed non-responsive and was disqualified. A Disqualification Letter was sent to the applicant on April 4, 2023. The Applicant requested a Disqualification Review. A Public Health representative with contract knowledge who was not involved in the RFA process conducted the disqualification review and a determination letter affirming the applicant's qualifications was sent to the applicant. All applications were deemed responsive applicants.

On April 27, 2023, notifications of the RFA results were sent to seven selected Applicants. Subsequently, on May 17, 2023, Public Health sent a rescission letter to one of the selected applicants due to performance issues on another contract with Public Health. Until the performance issues are resolved, Public Health has determined it is not in

County's best interest to contract with this agency at this time, and therefore Public Health is not recommending the agency for a contract for TPI: SOCVI services to your Board.

Due to the additional time required to appropriately review and subsequently issue the rescission letter, Public Health was unable to present the recommended contracts three weeks prior to the contracts' effective date in accordance with Board Policy 5.015.

Public Health is recommending nine contracts for funding with the six applicants and has received a Letter of Intent from each of these applicants.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to work with the agencies to implement TPI: SOCVI Services to reduce the disproportionately high incidence of violence-related trauma hospital visits, injuries, and deaths in the selected priority communities.

Respectfully submitted,

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

BF:mk
#06853

Enclosures

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

	Agency	Priority Community	Supervisorial Districts Served	Service Planning Area(s) Served	Contract Amount July 1, 2023 - June 30, 2024	Contract Amount July 1, 2024 - June 30, 2025	Contract Amount July 1, 2025 - June 30, 2026	Total Contract Amount
1	Southern California Crossroads	Willowbrook	2	6	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 900,000
2	Soledad Enrichment Action	Westmont West Athens	2	6	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 1,050,000
3	Inner City Visions	Florence - Firestone	2	6	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 900,000
4	Southern California Crossroads	Unincorporated Compton	2	6	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 1,050,000
5	Soledad Enrichment Action	East Los Angeles	1	7	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 1,200,000
6	The BUILD Program	Hawaiian Gardens + Norwalk	4	7	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 900,000
7	Soledad Enrichment Action	Puente Valley	1	3	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 600,000
8	Just Us 4 Youth	Pomona	1	3	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 900,000
9	The HELPER Foundation	Antelope Valley	5	1	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 900,000
Total County Maximum Obligation								\$ 8,400,000



CONTRACTING OPPORTUNITY*

BID NUMBER: 2023-002

RELEASE/OPEN DATE: February 1, 2023

BID TITLE: Request for Applications for
Trauma Prevention Initiative:
Street Outreach and Community Violence Intervention Services

CLOSING/DUE DATE: March 1, 2023

*Visit websites indicated below for additional information and updates.

The County of Los Angeles Department of Public Health (Public Health) is pleased to announce the release of a Request for Applications (RFA) to solicit applications from interested qualified agencies/vendors to provide Street Outreach and Community Violence Intervention (SOCVI) services in selected communities in Los Angeles County with disproportionately high levels of violence.

SOCVI is a community-driven public safety strategy that employs a peer approach to promote peace, reduce retaliatory violence, reduce contact with law enforcement, and link high risk/need individuals and communities to needed services.

Minimum Mandatory Requirements

Interested agencies/vendors that meet the Minimum Mandatory Requirements are invited to respond to this RFA by submitting an application by the closing/due date. Please click the Public Health link below to review the Minimum Mandatory Requirements identified in Section 1.4 of the RFA.

Next Steps for Interested Agencies/Vendors

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

**TRAUMA PREVENTION INITIATIVE:
STREET OUTREACH AND COMMUNITY VIOLENCE INTERVENTION SERVICES IN LOS ANGELES COUNTY
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY**

Firm/Organization Information	Firm/Organization					
	Southern California Crossroads	The BUILD Program	Volunteers of America of Los Angeles	Soledad Enrichment Action, Inc.	Inner City Visions	Venice 2000 dba HELPER Foundation
Total Number of Employees in California	81	2	2706	138	8	13
Total Number of Employees (including owners)	81	3	2706	138	8	143
Owners/Partner/Associate Partners						
Black/African American		4		28	2	2
Hispanic/Latino		1		99	6	9
Asian or Pacific Islander				2		1
American Indian				6		1
Filipino				1		
White				2		3
Total	0	5	0	138	8	15
Female (should be included in counts above and also reported here separately).						
		1		79	3	7
Percentage of how ownership of the firm is distributed						
Black/African American		4				
Hispanic/Latin American		1				
Asian or Pacific Islander						
American Indian						
Filipino						
White						
Female (should be included in counts above and also reported here separately).						
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise						
Minority						
Women						
Disadvantaged						
Disabled Veteran						
LGBTQQ						

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

Contract No. PH-



SAMPLE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**TRAUMA PREVENTION INITIATIVE: STREET OUTREACH AND
COMMUNITY VIOLENCE INTERVENTION SERVICES**

**DEPARTMENT OF PUBLIC HEALTH
TRAUMA PREVENTION INITIATIVE: STREET OUTREACH AND COMMUNITY
VIOLENCE INTERVENTION SERVICES CONTRACT**

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53. Nondiscrimination and Affirmative Action	XX
54. Non-Exclusivity.....	XX
55. Notice of Delays... ..	XX
56. Notice of Disputes	XX
57. Notice to Employees Regarding the Federal Earned Income Credit	XX
58. Notice to Employees Regarding the Safely Surrendered Baby Law	XX
59. Prohibition Against Inducement or Persuasion	XX
60. Prohibition Against Performance of Services While Under the Influence	XX
61. Public Records Act.....	XX
62. Purchases.	XX
63. Real Property and Business Ownership Disclosure	XX
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65. Recycled Content Bond Paper	XX
66. Prohibition from Participation in Future Solicitations	XX
67. Staffing and Training/Staff Development.....	XX
68. Subcontracting	XX
69. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	XX
70. Termination for Convenience	XX
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72. Termination for Gratuities and/or Improper Consideration	XX
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74. Termination for Non-Appropriation of Funds	XX
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78. Waiver...	XX
79. Warranty Against Contingent Fees	XX
80. Warranty of Compliance with County's Defaulted Property Tax Reduction Program	XX
81. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	XX
82. Injury and Illness Prevention Program	XX

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 – Safely Surrendered Baby Law

UNIQUE EXHIBITS

Exhibit H – Charitable Contributions Certification

Contract No.PH-_____

**DEPARTMENT OF PUBLIC HEALTH
TRAUMA PREVENTION INITIATIVE: STREET OUTREACH AND COMMUNITY
VIOLENCE INTERVENTION SERVICES CONTRACT**

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

by and between

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, on (enter date), 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 Trauma Prevention Initiative: Street Outreach and Community Violence Intervention 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 Contract 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 this Contract to provide Street Outreach and Community Violence Intervention 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, and H, 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 must 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(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 – Safely Surrendered Baby Law

Unique Exhibits

Exhibit H – Charitable Contributions Certification

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A and the Scope 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 must 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 must 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 July 1, 2023, and shall continue in full force and effect through June 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify the Public Health Office of Violence Prevention when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to Public Health Office of Violence Prevention at the address herein provided under the NOTICES paragraph.

5. MAXIMUM OBLIGATION OF COUNTY:

A.1 For the period of July 1, 2023, through June 30, 2024, the maximum obligation of County for all services provided hereunder must not exceed _____ dollars (\$_____) as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

A.2 For the period of July 1, 2024, through June 30, 2025, the maximum obligation of County for all services provided hereunder must not exceed _____ dollars (\$_____), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

A.3 For the period of July 1, 2025, through June 3, 2026, the maximum obligation of County for all services provided hereunder must not exceed _____ dollars (\$_____), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

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

C. Contractor must maintain a system of record keeping that will allow it to determine when it has incurred seventy-five percent (75%) of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided under the NOTICES paragraph.

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 must immediately notify County and must 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:

A. Contractor must 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. 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 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, and County will make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Invoices must be submitted directly to the Division of Office Violence Prevention at the address herein provided under the NOTICES paragraph.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within 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 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 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.

F. Upon expiration or prior termination of this Contract, Contractor shall 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 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 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.

H. 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.

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) allow the rollover of unspent contract funds; 2) increase or decrease funding up to ~~ten-fifty~~ percent (~~54~~0%) above or below each term's annual base maximum obligation; 3) make modifications to or within budget categories within each budget, as reflected in

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

All funding adjustments 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 of funds in excess of the aforementioned amount will require separate approval by County's Board of Supervisors. Any change to the County maximum obligation 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 will 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 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 will 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~~fifty percent (~~5~~40%) 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 will be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and will 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 budget modifications, as reflected in Exhibit C, and corresponding service adjustments 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 will be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice will be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

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

D. Contractor must 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 must 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 must 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 must 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") also 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 the County and its Agents have been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates must 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 must 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 must match the name of the Contractor identified as the contracting party in this Contract. Certificates must 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 must 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 must 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 must 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) must 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 must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must 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 must provide County with, or Contractor's insurance policies must 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 must 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 this 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 this 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 must 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 Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must 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. Contractor must 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 must include all Subcontractors as insureds under Contractor's own policies, or must 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 must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must 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 must 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 must 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 must 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
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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 must 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 must 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 must 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 must 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.

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, 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 must 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, 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 Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by 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 must 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 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, 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 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 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:

[AC Contract Accounting and Administration Handbook - June 2021
\(lacounty.gov\).](http://lacounty.gov)

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations (CFR) 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 must 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 must 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 shall permit such inspection or audit to take place at an agreed to outside location, and Contractor must 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

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 agrees 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 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 2 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 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 shall 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 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 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 must 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 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 shall 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, 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 30 calendar days of termination of this Contract, 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 fee-for-service rate(s) set out in the budget(s), the Contractor will only be reimbursed for its actual allowable and documented costs.

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:

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

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 Contractor 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. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Los Angeles County Board of Supervisors Policy Manual, Chapter 3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every

effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18C. DATA DESTRUCTION:

A. If Contractor maintains, processes or stores the County of Los Angeles' ("County") data and/or information, implied or expressed, 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>).

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 must 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 must 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.

18D. 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 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. 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 must 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 shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least 10 working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

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

Attention: Project Director

- (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:

Attention: _____

22. 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 Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, 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, must 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 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 this 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 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 must 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 must 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 requires a written Amendment to this 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: The Contractor 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 of

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 the 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 shall 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 must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

- A. Within 30 business days after the Contract effective date, Contractor must provide the County with 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 Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- E. If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within 30 business days for County approval.
- F. If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.
- G. Contractor must 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 shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses must 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 must 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 must 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 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 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.

Additionally, Contractor certifies to the County:

- A. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- B. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- C. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- D. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

Contractor shall comply with Exhibit D – 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.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that 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), Contractor must have and adhere to a written policy that provides that its Employees will receive from 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 Contractor or that 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 fifty thousand dollars (\$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 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 Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

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

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

(4) Contractor's violation of this sub-paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract and/or bar 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 Contractor or member of Contractor's staff be removed immediately from performing services under this 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 any 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 this Contract. In the event of such material breach, County may, in its sole discretion, terminate this 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 the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's

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

B. Contractor must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to Contractor. Contractor must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV; and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must 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 Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar 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 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 Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise 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. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. 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 Contractors: 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 a 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 and posters for printing are available 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 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(s) 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.

40. 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 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 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.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or Contractor's 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 must 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 must 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), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

B. Contractor must 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. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

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).

Contractor must 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.

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.

A. 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.

45. 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 shall

be deemed to constitute duplicate originals. 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 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.

46. FAIR LABOR STANDARDS: Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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.

47. FISCAL DISCLOSURE: Contractor shall 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 shall promptly notify Director in writing, detailing such changes.

48. FORCE MAJEURE

A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

49. 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.

50. 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.

51. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and Contractor and is not intended, and must 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 Contractor pursuant to this Contract.

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

52. 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.

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in

compliance with all applicable federal and State anti-discrimination laws and regulations.

B. Contractor certifies to the County each of the following:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

C. Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

E. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.

F. Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph (Nondiscrimination and Affirmative Action) when so requested by the County.

G. If the County finds that any provisions of this Paragraph (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the 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 Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

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

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

55. 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

56. NOTICE OF DISPUTES: Contractor must 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.

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor must 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.

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, 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.

60. 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.

61. 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 [California Government Code Section 7921.000 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.

62. 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 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 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 Contractor's part. 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 must 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 must 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.

63. 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 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 30 calendar days prior to the effective date thereof.

64. 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 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.

65. 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.

66. 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 Agreement.

67. 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 must 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 must, prior to filling said vacancy, notify County's Director. Contractor must provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor must 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 must be planned and scheduled in advance, and conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

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

C. Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does 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 must 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 is 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 is 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 is not 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 does 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 must notify its Subcontractors of this County right.

G. Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and is 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 must 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 any services are to be performed under the subcontract.

H. 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. 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.

K. Contractor shall 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.

69. 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 the Paragraph entitled 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 the Paragraph entitled TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

70. TERMINATION FOR CONVENIENCE: This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effected by Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 days after the notice is sent.

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

- 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 work as would 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 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 years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, 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 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

71. TERMINATION FOR DEFAULT: The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County's Project Director:

- A. Contractor has materially breached this Contract; or
- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph hereinabove if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of

them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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 or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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.

72. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate 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 this Contract, or making of any determinations with respect to the 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 or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at: (800) 544-6861.

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

73. TERMINATION FOR INSOLVENCY: The County may terminate this Contract forthwith 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 or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code ;

B. The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an general assignment for the benefit of creditors.

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

74. 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 shall 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.

75. 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.

76. TIME OFF FOR VOTING: Contractor must notify its employees, and must 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 Subcontractors must 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.

77. 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.

78. 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 Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

79. 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.

80. 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.

81. 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 Paragraph entitled 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 shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

82. INJURY AND ILLNESS PREVENTION PROGRAM

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

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

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

EXHIBIT A

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Trauma Prevention Initiative (TPI) began contracting for Street Outreach and Community Violence Intervention (SOCVI) services in July of 2018 in four (4) unincorporated communities of South Los Angeles: Westmont West Athens, Willowbrook, Florence Firestone, and unincorporated Compton. The expansion of TPI in 2022 provided an opportunity to deepen the level of services in the current communities while expanding to five new communities across the county, including: East LA, Puente Valley, Pomona, Antelope Valley, and Hawaiian Gardens/Norwalk. After four (4) years of providing SOCVI services through our contracted community-based organizations, it has become clear that there is a significant need to provide more formal case management services to community residents. Additionally, the interrelationship, coordination, and cross-referrals between staff of SOCVI services and the Hospital Violence Intervention Program (HVIP) have emerged as an effective tool in the continuum of care for residents being served, either in the hospitals or on the streets. SOCVI providers will be required to coordinate more closely with HVIPs for both incident response and case management services, and leverage community partnerships via the Community Action for Peace (CAP) networks and other stakeholder groups for these services.

SOCVI is a community-driven public safety strategy that employs a peer approach to promote peace, reduce retaliatory violence, reduce contact with law enforcement, and link high risk/need individuals and communities to needed services. SOCVI employs peer specialists who have credibility within and outside their neighborhoods to move across gang neighborhoods to outreach or provide services to gang-affiliated youth and adults. Often these peer specialists are former gang members themselves, who have left the lifestyle to give back to their communities and have received extensive formal training in conflict mediation and other skills. SOCVI advances equity by investing in grassroots community organizations and providing career pathways for individuals who have been previously incarcerated. Additionally, SOCVI can help change community norms around violence and build more trusting relationships and dialogue between community, government, and law enforcement. SOCVI has been implemented in communities across the nation and has been elevated by the Law Center to Prevent Gun Violence and the Centers for Disease Control and Prevention as a promising practice for violence prevention. SOCVI work is defined by the following activities: crisis intervention (e.g., rumor control, promoting peace, mediating conflicts), prevention (e.g., safe passages, tutoring, informal mentoring), community mobilization (e.g., community events, task forces, unity walks), and informal case management (e.g., connecting kids to school, work source centers, mental health, health services, park programming). There are several different models that have been used, including Cure Violence, which originated in Chicago, and the Cardenas Model, which originated in Los Angeles.

The Cardenas Model was adopted by the State of California as Bill 3526 in 2009, to provide definitions of terms and services related to community-based gang intervention to ensure that funding for such intervention is utilized in a cost-effective manner and that community-based agencies are held accountable for providing holistic, integrated

intervention services. This model is a prescribed, two-pronged, evidence-based prevention/intervention approach that was developed specifically to provide specialized, street-based mediation and mitigation efforts to stop or prevent violence between gangs, and the concurrent redirection of individual gang members and their families in ways that bring progress to themselves and their communities. The model includes a balance between hardcore street outreach, and a more holistic approach that includes youth development, linking community members to health and social services, mentoring, and community building. This program must be implemented by trained community intervention workers and ambassadors having credibility to work within the identified community. A link to the model can be found at:

<https://cardenas.house.gov/sites/cardenas.house.gov/files/Community-Based%20Gang%20Intervention%20Model.pdf>

The City of Los Angeles has been implementing SOCVI as part of its Gang Reduction and Youth Development (GRYD) Initiative since 2007, although the model has been employed locally since the early 1980s. GRYD is currently implemented in 23 neighborhoods across the City of Los Angeles. GRYD components include prevention services, which engage youth between the age of 10-15 years old identified as high risk for joining a gang; Intervention Family Case Management services, which work with gang-involved youth ages 14-25 and provides services to reduce their level of involvement; and Incident Response, which utilizes Community Intervention Workers. GRYD also includes Summer Night Lights (SNL), a program that keeps city parks open late during the summer, to provide free recreational programs and services for youth and families. TPI has implemented SOCVI since 2018, building infrastructure for this work in County's unincorporated communities and complementing the services provided by GRYD in neighboring City of Los Angeles communities. TPI coordinates closely with GRYD regarding SOCVI implementation.

As described above, there is great need for SOCVI services across Los Angeles County (LAC) that can mediate community conflict, connect hard-to-reach populations with needed services, and intervene with trauma victims at critical points both within the hospital setting and the community. These services seek to empower local communities to build infrastructure for a community driven public safety approach that centers survivors and employs people with lived experience.

2.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to be used by the Contractor as a self-monitoring tool to ensure the required services are provided as specified in Appendix B, Scopes of Work. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and

- Documentation methods of all monitoring results, including any corrective action taken.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

3.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting with County's Project Manager to discuss progress meeting deliverables, successes, and challenges.

3.2 County Observations

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

4.0 TERMS AND DEFINITIONS

The following terms are used throughout for the TPI: SOCVI services and shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1. AB109: California Assembly Bill AB109 established the Public Safety Realignment Act of 2011 designed to reduce state prison populations by shifting responsibility for non-violent, non-serious, and non-sex offenders to be supervised at the local county level. It also provides local funding for initiatives that support these populations.
2. Applicant: Agency submitting an application to Public Health in response to this RFA.
3. Board of Supervisors (BOS): The governing body of the County serving as both the executive and legislative head of the County.
4. Cardenas Community Intervention Model (Cardenas Model): A prescribed, two-pronged, evidence-based intervention approach that was developed specifically to provide specialized, street-based mediation and mitigation efforts to stop or prevent violence between gangs, and the concurrent redirection of individual gang members and their families in ways that bring progress to themselves and their communities.
5. Client Engagement: The means by which the Applicant creates or builds upon relationships with individuals in the community, who may or may not be gang affiliated, in order to conduct crisis intervention (e.g., rumor control, promoting

peace, mediating conflicts), prevention (e.g., safe passages, tutoring, informal mentoring), community mobilization (e.g., community events, task forces, unity walks), and service advocacy (e.g., connecting youth and young adults to school, work source centers, mental health, health services, and park programming, including PAD and SNL).

6. Community Action Plan (also referred to as the Strategic Plan): The plan describes what the community wants to achieve, what activities are required during a specified time period, and what resources (money, people and materials) are needed to be successful. The community action plan is the framework for implementing the activities that are decided by the community itself.
7. Community Action Planning: A process that develops the capacity of the community to take appropriate action for their own development and is the framework for the implementation of actions decided by the community as reflected in the Community Action Plan (also referred to as the Strategic Plan).
8. Community Building Events: A field of practices directed toward the creation or enhancement of community among individuals within a regional area (such as a community) or with a common interest. A wide variety of practices can be utilized for community building, ranging from simple events like potlucks and small book clubs, to larger-scale efforts such as festivals and building construction projects that involve local community members rather than outside contractors.
9. Community Mobilization: A process through which action is stimulated by a community itself, or by others, that is planned, carried out, and evaluated by a community's individuals, groups, and organizations on a participatory and sustained basis to improve the health, hygiene and education levels so as to enhance the overall standard of living in the community.
10. Community Resilience: A measure of the sustained ability of a community to utilize available resources to respond to, withstand, and recover from adverse situations.
11. Credibility: Also known as "Street Cred" or "License to Operate," refers to community intervention workers having the necessary relationships and rapport that have been built over time within a specific community to be able to communicate with multiple gang neighborhoods, community members, and leaders, to address issues, refer to services, and respond to incidents in the field.
12. Crisis Intervention: Refers to the methods used to offer immediate, short-term help to individuals who experience an event that produces emotional, mental, physical, and behavioral distress or problems. In terms of this Contract, crisis intervention includes the following activities: responding to violent incidents on the street, rumor control, promoting peace, mediating conflicts, and maintaining positive relations with and between gangs and gang members.
13. Criteria-Based Assessment: The criteria-based assessment is a method of comparing several measures of assault-related injuries, crime, and existing

infrastructure in a group of communities to determine in which communities TPI activities should be targeted.

14. Cultural Competency: The ability to interact effectively with people of different cultures. Cultural competence means to be respectful and responsive to the health beliefs and practices – and cultural and linguistic needs – of diverse population groups.
15. Evaluation: A systematic assessment, using a variety of qualitative and quantitative methods, to answer questions about the impact of a specific policy, program, or project on a community or defined population.
16. Gang Reduction and Youth Development (GRYD) Zone: GRYD is an initiative of the City of Los Angeles' Mayor's Office, which includes comprehensive prevention and intervention services in communities throughout the city, which are called GRYD Zones.
17. Hardcore Street Outreach: An approach to community violence intervention that focuses on crisis intervention, including responding to violent incidents in the field, and engaging both sides of a conflict among gang members and/or neighborhoods to determine the causes of the conflict and construct a nonviolent and equitable solution.
18. Health Disparity: The difference in health status across two or more groups that is often linked with social, economic, and/or environmental disadvantage.
19. Hospital Violence Intervention Program (HVIP): An approach that combines brief in-hospital intervention with intensive community-based case management and provides targeted services to high-risk populations to reduce risk factors for re-injury and retaliation while cultivating protective factors.
20. Individual Resilience: Involves behaviors, thoughts, and actions that promote personal wellbeing and mental health. People can develop the ability to withstand, adapt to, and recover from stress and adversity—and maintain or return to a state of mental health wellbeing by using effective coping strategies.
21. Informal Case Management: Informal case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, and advocacy for services to meet an individual's and family's multiple health needs.
22. Intervention: The action or process of intervening.
23. Measure B: A local tax measure that authorized the County to levy a special annual tax of three cents per square foot, on structural improvements located within LAC to provide funding for the Countywide System of Trauma Centers, Emergency Medical Services and Bioterrorism Response.
24. Net County Cost: Locally generated revenue, mostly property taxes that fund the county systems.

25. Peer Specialist: A person to whom a particular aspect of a professional task is delegated but who is not licensed to practice as a fully qualified professional.
26. Parks After Dark (PAD): County Department of Parks and Recreation program that began in 2010 as a gang violence prevention strategy and evolved into a key county strategy to promote health, safety, equity, and community well-being that has been adopted into the strategic plans of several county departments and initiatives. PAD provides extended summer evening hours at parks, providing access to free recreation, entertainment, health and social services, and takes place at 21 parks throughout the County, including 7 parks in South Los Angeles.
27. Participatory Planning: A planning process that intentionally and thoughtfully involves community stakeholders of the target community.
28. Peer-to-Peer Violence Prevention Learning Academy: A Learning Academy that will bring together paraprofessionals including Community Violence Intervention Workers, Community Health Workers, and *Promotoras*, to provide cross-training regarding topics such as conflict resolution, trauma, and mental health first aid, among others. The goal of the Academy is to create paraprofessional peer networks in TPI communities to provide system navigation for high risk and hard to reach populations.
29. Premature Mortality: Deaths that occur before a person reaches an expected age (e.g., age 75).
30. Prevention: The action of stopping something from happening or arising.
31. Priority Community: The nine communities that have been identified to have disproportionately high levels of violence that have been prioritized for TPI: SOCVI services, which include: Willowbrook; Westmont West Athens; Florence-Firestone; Unincorporated Compton; East Los Angeles; Hawaiian Gardens/Norwalk; Puente Valley¹; Pomona; and Antelope Valley.
32. Protective Factors: Conditions or attributes (i.e., skills, strengths, resources, supports or coping strategies) in individuals, families, communities or the larger society that help people deal more effectively with stressful events and mitigate or eliminate risk in families and communities.
33. Risk Factors: Any attribute, characteristic or exposure of an individual that increases the likelihood of developing a disease or injury.
34. Safe Passage: Protection offered to someone who is in danger or who is travelling through a dangerous place. In the context of this Contract, safe passage refers to youth and community members travelling safely between home, school, and parks.

¹ Puente Valley is a region that includes the cities of La Puente and Walnut, and unincorporated communities of Avocado Heights, North Whittier, Pellissier Village, Valinda, San Jose Hills, and Bassett.

35. Safety Plan: A personalized plan that can help a person avoid dangerous situations and know the best way to react if they are in danger. In the context of this Contract, a Safety Plan is a written document that describes Applicant's plans to implement each of its deliverables, in response to the specific circumstances of the selected community, including how Applicant will work with specific populations, collaborate with existing partners and services, and address violence trends.
36. Service Planning Area (SPA): Administrative boundaries within LAC that enable Public Health to develop and provide more relevant public health and clinical services targeted to the specific health needs of the residents in these geographic areas.
37. Social Cohesion: The degree to which those in a social system identify with it and feel bound to support it, especially its norms, beliefs, and values.
38. Social Determinants of Health: Conditions in which people are born, grow, live, work and age, such as living next to a freeway, or not having access to fruits and vegetables, which impact one's health. These circumstances are shaped by the distribution of money, power and resources at global, national, and local levels.
39. Strategic Plan (also referred to as the Community Action Plan): The plan describes what the community wants to achieve, what activities are required during a specified time period, and what resources (money, people and materials) are needed to be successful. The community action plan is the framework for implementing the activities that are decided by the community itself.
40. Street Outreach and Community Violence Intervention (SOCVI) Services: Intervention services, inclusive of Safe Passage, designed to provide specialized, street-based mediation and mitigation efforts to stop or prevent violence between gang members and gang neighborhoods, and the concurrent redirection of individual gang members and their families in ways that bring progress to themselves and their communities.
41. Summer Night Lights (SNL): The Summer Night Lights program is a prevention strategy of GRYD. SNL provides youth and family programming at 32 parks throughout the City of Los Angeles during the summer.
42. Supervisory District (SD): LAC is divided into five (5) Supervisory districts. The governmental powers of the County of Los Angeles are exercised through a Board of Supervisors. Provisions of the Los Angeles County Charter call for a five-member Board of Supervisors, each of whom represents one of five districts in the County.
43. Systemic Change: Change that pervades all parts of a system, taking into account the interrelationships and interdependencies among those parts.
44. Trauma Prevention Initiative Advisory Committee: An interdepartmental and/or interagency group formed by Public Health's OVP and maintained throughout the

initiative to guide the Initiative's progress and develop policy and systems change to support community.

45. Unincorporated Community: The population residing in communities and areas outside the jurisdictional boundaries of incorporated cities in LAC. County government provides basic municipal services such as law enforcement, zoning, building permits, libraries, parks, recreational programs, street maintenance, and traffic signals and stop signs to unincorporated communities.
46. Vicarious Trauma: The emotional residue of exposure to someone else's trauma stories, witness of violence, pain, fear, and terror. Also, known as "secondary trauma," symptoms are often similar to those of first-hand trauma post-traumatic stress disorder; hypervigilance, flashbacks, nightmares, avoidance, etc.
47. Youth Development: A process that prepares a young person to meet the challenges of adolescence and adulthood and achieve his or her full potential.

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

CONTRACTOR

5.2 Project Lead

- 5.2.1 Contractor must provide a part-time Project Lead or designated alternate who will be responsible for project oversight, coordinating with Public Health, and preparing required administrative reports, invoices, and documents. Contractor must provide a telephone number where the Project Manager may be reached and where calls received by the answering service must be returned by the Project Lead within twenty-four (24) hours of receipt of the call.
- 5.2.2 Project Lead shall act as a central point of contact with the County.

5.2.3 Project Lead/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Lead/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.3 Community Intervention Worker (CIW): A minimum of one (1) full-time Community Intervention Worker, certified as a community intervention trainer from entities such as or equivalent to Los Angeles Violence Intervention Training Academy (LAVITA), Professional Community Intervention Training Institute (PCITI), or a Youth and Gang Violence Intervention Specialist Training Program, who will be responsible for developing Safety Plans, and training and supervising staff in the field, in addition to implementing the objectives above. Community Intervention Worker shall be paid no less than \$50,000 annually.

5.4 Ambassadors: A minimum of two (2) part-time Ambassadors (Community Intervention Workers In-Training) who will assist the Community Intervention Worker(s) with implementing the objectives above. Ambassadors shall be paid the equivalent of no less than \$17.00 hourly for part-time work, depending on level of experience. While not mandatory, OVP strongly encourages the addition of a least one female Ambassador as a part of the team, and at least one Ambassador representative of each of the majority racial/ethnic groups in the community.

5.5 Case Manager: A minimum of one (1) part-time Case Manager who will develop and implement Individual Service Plans for clients and coordinate services with the local Hospital Violence Intervention Program (HVIP) Case Manager(s) operating within the local trauma centers in or around the selected community.

5.6 Personnel

5.6.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

5.6.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 22.D – Background and Security Investigations, of the Contract.

5.6.3 All staff are required to adhere to SOCVI Standards of Conduct. Community Intervention Workers and Ambassadors are required to pass a county Livescan background check. County will cover the cost of the Livescan if performed at County facility; Livescan performed off-site is the responsibility of the Contractor. Contractor must certify on letterhead that candidates have passed agency's own background check and staff will work on a "probationary" basis until county Livescan is passed. Staff in the field are required to wear badges and/or shirts that clearly designate them as a Community Intervention Worker or Ambassador for the TPI: SOCVI project. OVP will provide badge lanyards to staff.

5.7 Uniforms/Identification Badges

5.7.1 Contractor staff working in the field are required to wear agency badges, and lanyards provided by OVP that clearly designate them as a Community Intervention Worker or Ambassador for the TPI: SOCVI project. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

5.7.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 22.C – Contractor's Staff Identification, of the Contract.

5.8 Materials and Equipment

The purchase of all materials/equipment to provide the needed services as outlined in the Scope of Work is the responsibility of the Contractor. For example, Contractor may purchase uniforms, badges, and cellphones for Community Intervention Workers and Ambassadors. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

5.9 Training

Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

5.10 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor must answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

6.0 HOURS/DAY OF WORK

The Contractor shall conduct routine services/activities during their proposed hours of operation. The Contractor shall be required to submit days and hours of operation to Public Health. Upon funding, Contractor will be required to comply with days and hours of operation and notify Public Health of all observed holidays (i.e., office closure dates).

7.0 SPECIFIC WORK REQUIREMENTS

Contractor will be required to complete the following twelve (12) core deliverables, which align with the Cardenas Model (required activities for each deliverable can be found in Appendix B, Scopes of Work):

Complete core deliverables:

1. Safety Plan

2. Incident Response
3. Safe Passages
4. Youth Development
5. Case Management
6. Community Peace Activation Events
7. Evaluation
8. Training and Staff Self-Care
9. Staffing
10. Administration
11. Community Engagement and Action Planning
12. Quarterly Regional Intervention Council Meetings

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK

AGENCY NAME

Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services

COMMUNITY NAME

July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
1. Safety Plan – Develop a community specific safety plan with stakeholder input outlining state of violence and activities to address each month.	1.1 Compile local data and input via meetings with Community Action for Peace (CAP) and other groups, coalitions, and community stakeholders.	By July 15, 2023; ongoing	1.1 Community Safety Plan
	1.2 Contractor must participate in community engagement activities in the community, facilitated by Department of Public Health (Public Health) including Community Action for Peace meetings, or other local stakeholder meetings, to assist in development and implementation of action plans to prevent violence. Contractor must provide updates on community safety at community meetings and obtain input from stakeholders. Contractors are encouraged to identify and mentor at least one emerging intervention organization in the community to help build capacity.	By July 15, 2023; ongoing	1.2 Attendance Records
	1.3 Develop and submit an Updated Safety Plan to Public Health for approval each month using provided template. At a minimum, the Plan shall include the following: Description of current state of violence in project community; a map of known gangs and gang territories operating within the community; crisis intervention plan to address violence in project community, description of community groups and coalition agency is collaborating with to support peace; and priority objectives for the month and planned activities.	Initial Plan by July 15, 2023; monthly thereafter	1.3 Community Safety Plan
2. Incident Response - promote peace through rumor control, conflict mediation, peace	2.1 Develop and submit a protocol to Public Health for approval outlining Contractor's engagement with gang members and influencers, victims of violence, and other community stakeholders. At a minimum, the protocol shall address, but is not limited to: rumor control,	Final Protocol by July 31, 2023	2.1 Incident and Response Protocol

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK
AGENCY NAME

Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services

COMMUNITY NAME

July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
agreements, and responding to violent incidents.	mediating conflicts, establishing and maintaining peace agreements, responding to violent incidents, and providing intervention during funerals and vigils.	Ongoing	2.2 Incident Response logs, Exaktime data documenting activities
2.2 Conduct incident response, including rumor control, mediating conflicts, peace maintenance, responding to violent incidents, and providing intervention during funerals and vigils. Deploy staff to incidents upon notification by local Sheriff station or other law enforcement agency serving the community. Enter incident response data into Exaktime and provide incident logs to Public Health within 24 hours after incident response occurs using provided template.			
3. Safe Passages – identify priority locations such as schools or parks and ensure safe passages for community members.	3.1 Develop and submit a Safe Passages Plan to Public Health for approval outlining Contractor's plan to coordinate with local parks, schools, libraries, and other community partners to develop, implement, and/or maintain safe passages and safe routes to school, activities, and community resources. Include documentation of priority Safe Passages locations, safe haven sites, and outreach activities, and location agreement to conduct safe passages.	Final plan by July 31, 2023	3.1 Safe Passages plan; documentation of park and school agreement for safe passages
3.2 Conduct Safe Passages in identified parks and schools or other identified sites. Enter Safe Passages activities into Exaktime.		Ongoing	3.2 Safe Passages activities data entered in Exaktime
4. Youth Development – provide a minimum of 12 group activities and engage 240 youth per year.	4.1 Develop and submit a Youth Development Plan to Public Health for approval outlining Contractor's plan to engage at-risk youth and young adults age 10-24 in the community, including youth who are gang-affiliated and/or impacted by trauma. Activities may include, but are not limited to: informal mentoring, leadership development and civic engagement, arts or recreational	Final Plan by September 30, 2023	4.1 Copy of youth development program plan

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK
AGENCY NAME

Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services

COMMUNITY NAME

July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	programming that builds positive identify and peer relationships, or community building events.		
	4.2 Provide a minimum of 12 group activities and engage 240 youth per year (e.g., a monthly program or event that engages at least 20 youth per event). Enter youth development activities into Exakttime.	Ongoing	4.2 Project records entered into Exakttime
5. Case Management - Provide general peer case management to a targeted group of youth and adults, providing a minimum of 1,000 client contacts per year	5.1 Develop and submit a Case Management Plan to Public Health for approval outlining Contractor's planned approach. At a minimum, the plan should address the following: eligibility criteria and recruitment plan, intake and assessment process, process for maintaining referral network, referral process for linking clients to case managers and others for services (including Hospital Violence Intervention Program (HVIP) and other Street Outreach and Community Violence Intervention (SOCVI) providers); and plan for ensuring that data are tracked efficiently and accurately.	Final Plan by July 30, 2023	5.1 Copy of case management plan
	5.2 Develop and maintain a referral network in each community, to be submitted to Public Health on a quarterly basis, including but not limited to: various community based organizations, faith communities, community leaders, parks, schools, law enforcement contacts, and county departments and community service providers including substance use, mental health, housing, tattoo removal, record expungement and legal advocacy, domestic violence, reentry and diversion programs, employment, education, life skills, social services, youth programs, and others.	By July 30, 2023; October 31, 2023; January 30, 2024; April 30, 2024	5.2 Referral list (updated semi-annually)
	5.3 Maintain a caseload of a maximum of 20 clients per 1FTE case manager using eligibility criteria co-	Ongoing	5.3 Quarterly summary reports of client data

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK
AGENCY NAME

Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services

COMMUNITY NAME

July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>developed with Public Health Trauma Prevention Initiative (TPI) staff to meet the needs of the community, and a form for clients to consent to services. Contractor may provide and track additional informal support and referrals to additional community members who are not receiving long-term case management. Clients must live or operate in the community and be affiliated with a tagging crew or a gang.</p>		entered in Case Management Database
5.4	<p>Conduct a risk assessment for each client using a tool provided by Public Health at intake, and complete a follow-up assessment every 6 months. Co-develop an Individual Service Plan for each client that must include:</p> <ul style="list-style-type: none"> a. Client goals – immediate needs, short-term and long term b. Safety plan – navigating gang tensions, domestic violence, etc. c. Identify positive community/peer connections to support process d. Address basic needs (e.g., food, financial assistance, housing) e. Secure identification (e.g., ID, birth certificate) f. Service linkages and referrals. g. Pairing clients with Community Intervention Workers (CIWs) for mentoring sessions. 	Ongoing	5.4 Summary reports of Risk Assessment and Client Outcome data entered into Case Management Database
5.5	Provide at minimum monthly case management sessions for each client for up to 6-months, re-evaluating the need to extend services. Conduct post-assessment for each client every 6 months.	Ongoing	5.5 Summary reports of client assessment and outcome data entered into Case Management Database
5.6	Provide a minimum of 1,000 client contacts per year, including meetings, referrals and linkages to service	Ongoing	5.6 Summary reports of client contacts entered into

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK

AGENCY NAME

Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services

COMMUNITY NAME

July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	providers that will assist in meeting identified needs of clients including connections to health, mental health, social services, education, and employment, and others. Informal linkages provided to community members can count toward this figure.		Case Management Database
	5.7 Use Access database and/or web-based data collection and case management platform provided by Public Health to track client intake and assessment process, Individual Service Plan goals, referrals and provided and services received, and achievement of goals.	Ongoing	5.7 Summary reports of case management activities entered into Case Management Database
	5.8 Where applicable and with assistance from Public Health, coordinate cross-referrals with county partner initiatives to provide supportive services to clients, including but not limited to: Department of Youth Development, Law Enforcement Assisted Diversion, and Office of Diversion and Reentry for employment programs and services; completing referral forms provided by county partner agencies.	Ongoing	5.8 Completed referral forms to county partner initiatives.
	5.9 Coordinate case management services with local HVIP to ensure continuum of care and reduce service disruption and/or duplication	Ongoing	5.9 Documentation of collaboration and shared clients with HVIP services.
	5.10 Maintain cross-referral of clients across the SOCVI providers and communities through the exchange of information between the respective Case Managers	Ongoing	5.10 Documentation of collaboration and shared clients with other SOCVI agencies
6. Community Peace Activation Events – Participate in a	6.1 Contractor will participate in Parks After Dark, where applicable, in the selected program community.	By August 31, 2023	6.1 Event activities entered into Exaktime

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK

AGENCY NAME

Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services

COMMUNITY NAME

July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
minimum of four (4) family-oriented community events that promote peace and well-being	6.2 Contractor will develop and submit updated plans to provide additional community building events to Public Health for approval. Activities may include, but are not limited to: festivals, art events, peace walks, or bike rides <i>et al.</i>	By September 30, 2023	6.2 Community Event Plan; Event activities entered into Exaktime
	6.3 Contractor will enter community building event activities into Exaktime and provide additional documentation such as a summary and photos.	Ongoing	6.3 Activities entered into Exaktime; event photos; project report
	7.1 Work with Public Health evaluation team to collect, document, and report project specific data on an ongoing basis through Exaktime, Case Management database, incident logs, and other tools. Ensure staff enter data accurately and on a timely basis and correct data as needed and review Public Health data reports with staff to guide and assess implementation.	Ongoing	7.1 Project records and data summary reports
7. Evaluation – Provide a minimum of 5,000 client engagements per year	7.2 Contractor will engage and document a minimum of 5,000 client encounters per year including the following: a. Incident Response (i.e., number of incidents responded to) b. Conflict Resolution (i.e., number of activities to promote peace, resolve conflicts) c. Safe Passages (i.e., number of safe passage activities) d. Youth Development (i.e., number of youth engagements: 240 minimum) e. Case Management (i.e., number of meetings and referrals and linkages to services: 1,000 minimum) f. Community Peace Activation events (i.e., estimated number of people attending events)	Ongoing	7.2 Project records and data summary reports

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK

AGENCY NAME

Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services

COMMUNITY NAME

July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
8. Training and Staff Self-Care – Develop and implement a support plan for staff including trainings and check-ins	<p>8.1 Develop a training and staff self-care support plan that must include: 1) ensuring that CIWs and Ambassadors are up to date on intervention certification training; 2) providing regular staff “check-in” meetings to discuss experiences in the field and to support self-care and teamwork; 3) encouraging staff to participate in trainings sessions provided by Public Health and other partners relative to street outreach, gender based violence, trauma informed care practice, and other related topics.; 4) setting aside a portion of their budget (minimum of \$5,000 annually) to support training and self-care needs identified by staff.</p> <p>8.2 Provide documentation to Public Health including types of trainings and supports provided to each staff.</p>	September 30, 2023	<p>8.1 Training and staff self-care plan</p> <p>8.2 Documentation of types of training and supports provided to staff and attendance.</p>
9. Staffing	<p>9.1 Hire and maintain project staff to include at minimum:</p> <ul style="list-style-type: none"> a. One half-time Project Lead to provide project oversight, coordinating with Public Health, and preparing required administrative reports, invoices, and documents. b. One full-time Community Intervention Worker, who will be responsible for developing and implementing the Community Safety Plan and supervising staff in the field. c. A minimum of two part-time Ambassadors (Community Intervention Workers In-Training) who will assist the Community Intervention Worker in implementation of the above objectives. d. One part-time Case Manager who will develop and implement Individual Service Plans for clients and 	Ongoing	9.1 Employment Documents

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK

AGENCY NAME

Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services

COMMUNITY NAME

July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>coordinate services with Hospital Violence Intervention and other Street Outreach providers.</p> <p>e. Any additional staff to support implementation of the program's activities.</p> <p>9.2 Contractor shall ensure that staff adhere to SOCVI Standards of Conduct and certify, (in writing, on letterhead), that staff have passed agency's own background check. Contractor will ensure that staff schedule County Livesan appointments and follow-up to provide requested information. Contractor will ensure that staff wear badges and shirts that designate them as a Community Intervention Worker or Ambassador for the TPI SOCVI project. OVP will provide badge lanyards to staff.</p> <p>9.3 Provide notice and staff documentation to Public Health of any staff changes prior to the implementation of said change(s).</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>9.2 Background check certification letters and documentation staff passed Livescan</p> <p>9.3 Written Notice to DPH</p>
10. Administration	<p>10.1 Communicate with Public Health program staff through regular in-person meetings and phone calls, including monthly contractor meetings to discuss progress meeting deliverables, successes and challenges.</p> <p>10.2 Participate in and report on activities at required meetings:</p> <p>a. Monthly CAP meetings, or other stakeholder networks, that are held in their selected area;</p> <p>b. Quarterly TPI Advisory Committee meetings to coordinate with county departments;</p> <p>c. Quarterly Contractor meetings which will facilitate peer learning and collaboration among SOCVI teams to share best practices, challenges, and</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>10.1 Meeting and project records</p> <p>10.2 Meeting and project records</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK
AGENCY NAME

Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services

COMMUNITY NAME

July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>resources across communities and with HIVP providers.</p> <p>d. Quarterly Regional Intervention Council meetings which coordinate public safety strategy and address crises among Street outreach contractors, Public Health, law enforcement, Parks and Recreation, and other partners.</p> <p>e. As needed, community Town Hall Meetings with Public Health TPI staff and/or with community partners, residents, and other stakeholders to discuss the implementation of SOCVI activities.</p>		
	10.3 Submit monthly invoices, progress reports, and supporting documentation.	Monthly	10.3 Copies of reports and fiscal documentation
	10.4 Submit year-end program reports to Public Health, including updates on progress meeting each deliverable, successes and challenges, population served, type of services provided, as well as client and community outcomes.	June 30, 2024	10.4 Copy of year-end reports
11. Community Engagement and Action Planning	11.1 Contractor shall participate in community engagement activities facilitated by Public Health in the selected community, including participation in the CAP meetings, or other local stakeholder meetings, in which members plan and implement community projects and events, as well as develop and implement action plans to prevent violence.	Ongoing	11.1 Agenda, meeting minutes, meeting notes and community project and event plan(s).
	11.2 Contractor must provide updates on community safety at community meetings and obtain input from stakeholders.		11.2 Agenda, meeting minutes, meeting notes and project reports on mentor organization(s).

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK

AGENCY NAME

Trauma Prevention Initiative: Street Outreach and Community Violence Intervention Services

COMMUNITY NAME

July 1, 2023 – June 30, 2026

DELIVERABLES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
12. Quarterly Regional Intervention Council Meetings	<p>TPI strongly encourages Contractor to identify and mentor at least one emerging intervention organization that is operating within the selected community as a way of building capacity within the community.</p> <p>12.1 Contractor must participate in quarterly Regional Intervention Council (RIC) meetings with SOCVI contractors, Public Health TPI staff, law enforcement command officers (captain, lieutenant, and/or sergeant), Parks and Recreation, Mental Health, and other partners to guide implementation of SOCVI services in each region. RICs have been established for Supervisorial District (SD) 2 – South Los Angeles (4 communities), and SD 1 (3 communities), and will be established for Antelope Valley and Hawaiian Gardens/Norwalk. RICs will discuss hot spots, crime trends, gang related incidents, peace marches, funerals, vigils, community meetings, and any other information relevant to reducing levels of violence in the community.</p> <p>If there is a crisis situation, the RIC meetings shall be used as a communication conduit to ensure that Public Health, Sheriff's Department, contractors, and other necessary partners, are kept informed of events.</p> <p>If an incident occurs that raises any concerns, the RIC meetings will assist the agency in investigating whether the incident could have been handled better and in preparing a corrective action report. RIC will also coordinate procedures for commendations for CIWs, Ambassadors, and law enforcement staff.</p>	Quarterly	12.1 Quarterly RIC reports

**County of Los Angeles - Department of Public Health
Office of Violence Prevention**

**TRAUMA PREVENTION INITIATIVE: STREET OUTREACH AND COMMUNITY VIOLENCE INTERVENTION
SERVICES**

CONTRACTOR

Period: July 1, 202_ through June 30, 202_

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Operating Expenses	\$ -
Program Supplies	\$ -
Travel & Mileage	\$ -
Staff Training & Self-Care	\$ -
Other Costs	\$ -
Indirect Costs (Cannot exceed 10% of personnel cost excluding Employee Benefits)	\$ -
Total Program Budget	\$ -

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.

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No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

DRAFT

CLUSTER AGENDA REVIEW DATE	6/14/2023		
BOARD MEETING DATE	6/27/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Mental Health		
SUBJECT	Request approval to execute a new Sole Source Contract with Los Angeles County Children and Families First Proposition 10 Commission AKA First 5 LA to implement the Healthy Families America and Parents as Teachers Home Visiting Programs		
PROGRAM	MHSA		
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 provided by other public or County-related entities		
DEADLINES/ TIME CONSTRAINTS	6/27/2023		
COST & FUNDING	FY 23-24: \$4,580,000 FY 24-25: \$4,580,000 FY 25-26: \$ 4,580,000 \$13,740,000		Funding source: MHSA PEI (Contingent upon the Adoption of the MHSA Annual Update for FY 23-24)
	TERMS (if applicable):		
	July 1, 2023, through June 30, 2026		
	Explanation:		
PURPOSE OF REQUEST	This Board Letter will allow DMH to fund First 5 LA to implement Healthy Families America (HFA) and Parents as Teachers (PAT) home visiting programs in Service Areas 1 & 2.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>F5LA is an early childhood advocacy organization that works in partnership with local, national, County and non-County entities to strengthen families, communities, and systems of services and supports in Los Angeles County. the F5LA Board approved an expansion to two national, evidence-based home visiting program models (HFA and PAT).</p> <p>Home visiting services help advance MHSA goals as they provide a secondary intervention for families experiencing challenges and stressors, which has been proven to result in improved maternal physical and mental health. The program's intended goal is to provide home visitation services to approximately 2,000 parents/caregivers in SAs 1 and 2 through the term of this Contract.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This board letter falls under the Equity Guiding Principle of "Intervene early and emphasize long-term prevention" by implement home visiting services DMH will advance MHSA goals of providing secondary intervention for families experiencing challenges and stressors, resulting in improved maternal physical and mental health.		
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 BL supports the Boards Priority of "Children Protection", by working with F5LA to implement home visitation services, with a goal of strengthening parent-child relationships, promoting healthy childhood growth, and enhance family functioning by reducing risk.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Robert Byrd, Deputy Director, (424) 369-4018 rbyrd@dmh.lacounty.gov Margaret Ambrose, Senior Deputy County Counsel, (213) 974-0971, mambrose@counsel.lacounty.gov		



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

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

June 27, 2023

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

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH
LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST PROPOSITION 10
COMMISSION AKA FIRST 5 LA TO IMPLEMENT THE HEALTHY FAMILIES
AMERICA AND PARENTS AS TEACHERS HOME VISITING PROGRAMS
(SUPERVISORIAL DISTRICTS 1 AND 2)
(3 VOTES)**

SUBJECT

Request approval to execute a sole source contract with Los Angeles County Children and Families First Proposition 10 Commission AKA First 5 LA to implement the Healthy Families America and Parents as Teachers Home Visiting Programs.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to negotiate, sign, and execute a sole source contract, substantially similar to Attachment I, with Los Angeles County Children and Families First Proposition 10 Commission AKA First 5 LA (F5LA) for the implementation of the Healthy Families America (HFA) and Parents as Teachers (PAT) Home Visiting Programs. This sole source contract will be effective July 1, 2023 through June 30, 2026, with an option to extend thereafter for two additional one-year terms through June 30, 2028. The total amount for each Fiscal Year (FY) is \$4,580,000 with a total aggregated

contract amount of \$13,740,000, fully funded by Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds.

2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the sole source contract in Recommendation 1 with an option to extend thereafter for two additional one-year terms through June 30, 2028; revise Contract language; add, delete, modify, or replace the Statement of Work (SOW); allow for the rollover of unspent funds; and/or reflect federal, State, and County regulatory and/or policy changes; increase the Total Contract Amount (TCA) provided that: 1) the County's total payment will not exceed an increase of ten (10) percent from the applicable TCA approved by your Board 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 the Chief Executive Officer (CEO).
3. Delegate authority to the Director, or designee, to terminate the sole source contract described in Recommendation 1 in accordance with the Contract's termination provisions, including Termination for Convenience. The Director, or designee, will notify your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Los Angeles County Department of Children and Family Services (DCFS) data reflects a high number of Child Abuse Hotline calls in Service Areas (SAs) 1 and 2. Currently there are no services in the aforementioned SAs targeting these issues. The partnership between Los Angeles County Department of Mental Health (DMH) and F5LA will enhance referral pathways between DCFS's Prevention and Aftercare Networks and home visiting.

Board approval of Recommendation 1 will allow DMH to execute a new sole source contract with F5LA to implement the HFA and the PAT Home Visiting programs.

Board approval of Recommendation 2 will enable DMH to amend the sole source contract to extend the term for two additional one-year terms through June 30, 2028; amend the contract to add, delete, modify, or replace the Statement of Work; reflect federal, State, and County regulatory and/or policy changes given that the total payments to the Contractor will not exceed an increase of ten (10) percent from the TCA in the first Recommendation.

Board approval of Recommendation 3 will allow DMH to terminate the Contract in accordance with the termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal I, Make Investments that Transform Lives, via Strategy I.1. - Increase Our Focus on Prevention Initiatives specifically through Strategy I.1.1 - Promote Supportive Parenting and I.1.6 - Increase Home Visitation Capacity.

FISCAL IMPACT/FINANCING

The total amount of this Contract for FY 2023-24 is \$4,580,000, fully funded by a MHSA PEI funds. The funding for this Contract is contingent upon the adoption of the MHSA Annual Update for FY 23-24. Appropriation and funding will be included in DMH's FY 2023-24 Final Adopted Budget.

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

Established in 1998, F5LA is an early childhood advocacy organization that works in partnership with local, national, County and non-County entities to strengthen families, communities, and systems of services and supports in Los Angeles County. F5LA began a focused investment in home visiting services in 2009 with the establishment of a universal home visiting program called "Welcome Baby." Acknowledging that some families need more focused support, the F5LA Board approved an expansion to two national, evidence-based home visiting program models (HFA and PAT) in 2013, collectively referred to as "Select Home Visiting." For the past decade, F5LA has funded these 3 program models in partnership with over 35 entities across Los Angeles County, including hospitals and community-based organizations, to provide home visiting services that reached over 22,000 families in FY 2021-22.

Home visiting services help advance MHSA goals as they provide a secondary intervention for families experiencing challenges and stressors, which has been proven to result in improved maternal physical and mental health. The programs goal is to provide home visitation services to approximately 2,000 parents/caregivers in SAs 1 and 2 throughout the term of the Contract. HFA and PAT programs aim to: 1) cultivate and strengthen nurturing parent-child relationships; 2) promote healthy childhood growth and development; and 3) enhance family functioning by reducing risk. This includes building

the protective factors of parental resilience; social connections, knowledge of parenting and child development, and social and emotional competence of children.

F5LA requested mutual indemnification language be added to the County's standard indemnification provision. As such, the F5LA would be responsible for any loss arising from this Contract, unless the loss or damage is caused by the County. The proposed indemnification provision is within reason and does not significantly impact the County.

The sole source contract (Attachment I) has been reviewed and approved as to form by County Counsel.

In accordance with Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH notified your Board on April 6, 2023 (Attachment II) of its intent to execute a new sole source contract with F5LA to implement HFA and PAT home visiting programs. The required Sole Source Checklist (Attachment III), approved by the CEO, is also attached.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure compliance with all Contract terms and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to address service gaps in SAs 1 and 2 as it relates to the high volume of Child Abuse Hotline calls. The partnership with F5LA will provide support and resources that aim to reduce risk factors and increase protective factors.

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

LHW:CDD:KN:
SK:ZW:atm

Attachments (3)

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

DRAFT



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST –
PROPOSITION 10 COMMISSION AKA FIRST 5 LA**

FOR

HOME VISITATION SERVICES

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- A** Statement of Work and Attachments
- B** Fee Schedule
- C** Intentionally Omitted
- D** EEO Certification
- E** County's Administration
- F** Contractor's Administration
- G** Form(s) Required at the Time of Contract Execution (Confidentiality Forms)
- H** Safely Surrendered Baby Law

UNIQUE EXHIBITS

INTENTIONALLY OMITTED

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AGREEMENT

- I** Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- J** Charitable Contributions Certification

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Intentionally Omitted

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST -
PROPOSITION 10 COMMISSION AKA FIRST 5 LA
FOR
HOME VISITATION SERVICES**

This Contract ("Contract") made and entered into this 1st day of July, 2023 by and between the County of Los Angeles, hereinafter referred to as County and Los Angeles County Children and Families First – Proposition 10 Commission aka First 5 LA (First 5 LA), hereinafter referred to as "Contractor". First 5 LA is located at 750 North Alameda Street, Suite 300, Los Angeles, CA 90012.

RECITALS

WHEREAS, the County may contract with a public entity for Home Visitation Services when certain requirements are met; and

WHEREAS, the Contractor is a public entity specializing in providing Home Visitation Services; and

WHEREAS, on June xx, 2023, the Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute this Contract; 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 through 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, schedule, 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 according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Fee Schedule
Exhibit C	Intentionally Omitted
Exhibit D	EEO Certification
Exhibit E	County's Administration
Exhibit F	Contractor's Administration
Exhibit G	Confidentiality Forms
Exhibit H	Safely Surrendered Baby Law

Unique Exhibits:**Intellectual Property Developed-Designed by Contractor Forms**

Exhibit I	Intentionally Omitted
-----------	-----------------------

Health Insurance Portability and Accountability Act (HIPAA)

Exhibit J	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
-----------	--

SB 1262 - Nonprofit Integrity Act of 2004

Exhibit K	Charitable Contributions Certification
-----------	--

Information Security and Privacy Requirements

Exhibit L	Intentionally Omit
-----------	--------------------

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.2 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.3 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.4 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.5 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.6 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.8 County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.9 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the 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 must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on July 1, 2023, and shall continue in full force and effect through June 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to 2 additional one (1) year periods, for a maximum total Contract term of 5 years. Each such extension option may be exercised at the sole discretion of the Director or designee as authorized by the Board of Supervisors.
- The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 The Contractor must notify the Department of Mental Health (DMH) when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DMH at the address herein provided in Exhibit D (County's Administration).

5 TOTAL CONTRACT AMOUNT

5.1 Total Contract Amount

The Total Contract Amount (TCA) for **each** Fiscal Year (FY) is FOUR MILLION FIVE HUNDRED EIGHTY THOUSAND Dollars (\$4,580,000) for a total aggregate amount of THIRTEEN MILLION SEVEN HUNDRED FORTY THOUSAND Dollars (\$13,740,000). Payment rates for Home Visiting services are described in Exhibit B- Fee Schedule.

5.2 Written Approval for Reimbursement

The 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 the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to DMH at the address herein provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will 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 must immediately notify County and must 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 the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B – Fee Schedule and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B – Fee Schedule.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor must submit quarterly invoices as forth in Exhibit A.

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 Intentionally Omitted

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 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 will be Electronic Funds

Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2** The Contractor must 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.
- 5.7.3** 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.
- 5.7.4** At any time during the duration of the agreement/contract, a 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 the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will

Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

- 6.3.3** The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 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.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must 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 expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must 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.

7.6.2 Contractor must 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 Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 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 cost 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 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.

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor shall require all contractor employees and non-employees; including sub-contractors performing services under this Contract to sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Contract", Exhibits G-2 and G-3. Such Acknowledgements shall be executed by each such employee and non-employee, including sub-contractors on or immediately after the commencement date of this Contract but in no event later than the date such employee first performs services under this Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

The authority to execute Amendments varies between departments and types of contracts.

- 8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by the Director or designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the contractor and by the Director or designee.
- 8.1.3** The Director or designee, may at her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by the Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor must 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.

8.2.2 The contractor must 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 the contractor may have against the County.

8.2.3 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 the 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 the 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.

8.3 Authorization Warranty

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors 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 will also be reduced

correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1** Within 30 business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within 30 business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.1.6** 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.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within 5 business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1** In the performance of this Contract, contractor must 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.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims,

demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) 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 cost 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 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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 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. Additionally, contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** 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.

8.8 Compliance with the County's Jury Service Program

8.8.1 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](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 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 must 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 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.

8.8.2.2 For purposes of this 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 fifty thousand dollars (\$50,000) or more in any twelve (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 ninety (90) days or less within a twelve (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 paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 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 must 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 must 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.

8.8.2.4 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 and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 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 the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 paragraph will be a material breach of this Contract.

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

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor must 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.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the 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 the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 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.

8.12.2 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.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in 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.

8.12.4 Contractor Hearing Board

8.12.4.1 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.

8.12.4.2 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.

8.12.4.3 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.

8.12.4.4 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 interests of the County.

8.12.4.5 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 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.

8.12.4.6 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.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>,

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 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.

8.14.2 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 will during the term of this Contract, maintain 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).

8.15 County's Quality Assurance Plan

8.15.1 The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the 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 the 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.

8.16 Intentionally Omitted

8.17 Employment Eligibility Verification

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

8.17.2 The contractor must 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.

8.18 Counterparts and 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 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 Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to

otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will 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 will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The 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 the contractor.

8.22.3 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 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.

8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor must 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.

8.24 General Provisions for all Insurance Coverage

8.24.1 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also 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.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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.

8.24.2.4 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.

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Mental Health

Contracts Development and Administration Division
510 S. Vermont Ave., 20th Floor
Los Angeles, CA 90020

8.24.2.6 Contractor also must 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 must 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.

8.24.3 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) must 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 must 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 must 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 Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must 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.

8.24.5 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.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any contractor coverage.

8.24.8 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under contractor's own policies or must 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 must require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 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 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 must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 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 (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must 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.

8.24.14 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 must be designated as an Additional Covered Party under any approved program.

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8.24.15 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.

8.25 Insurance Coverage

8.25.1 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:

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

8.25.2 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 must 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.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must 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. The written notice must 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. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 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 committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 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 \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Intentionally Omitted

8.25.4.7 Intentionally Omitted

8.26 Intentionally Omitted

8.27 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 must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification)

8.28.3 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.

8.28.6 The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the 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 Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor must 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, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 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 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.

8.36 Public Records Act

8.36.1 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as

well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in 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.

- 8.36.2** 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.

8.37 Publicity

- 8.37.1** The contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

- 8.37.2** The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating

to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within ten (10) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor.

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor must 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.

8.40.4 The contractor will 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.

8.40.5 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.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.

8.40.7 The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by

the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Mental Health
Contracts Development and Administration Division
Division Chief
510 S. Vermont Ave., 20th Floor
Los Angeles, CA 90020

8.41 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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will 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 will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the 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 this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this 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 the contractor.

8.44.2 The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must 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.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 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.

8.49 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 paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 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.

8.50.2 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.

8.51 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](#).

8.52 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 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" 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 ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

The contractor must notify its employees and must 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 must 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 [Section 14000](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

If a Contractor or 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.

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.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring 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.

8.57 Compliance with the County Policy of Equity

The 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/>). The 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. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the 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 the contractor to termination of contractual agreements as well as civil liability.

8.58 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 Agreement.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 Intentionally Omitted

9 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions 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"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 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" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), 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](#))

9.5 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed,

have 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>

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 ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor must 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 National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (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.

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

10 Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following
Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)
Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
Paragraph 8.23 (Indemnification)
Paragraph 8.24 (General Provisions for all Insurance Coverage)
Paragraph 8.25 (Insurance Coverage)
Paragraph 8.26 (Liquidated Damages)
Paragraph 8.34 (Notices)
Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
Paragraph 8.42 (Termination for Convenience)
Paragraph 8.43 (Termination for Default)
Paragraph 8.48 (Validity)
Paragraph 8.49 (Wavier)
Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))
Paragraph 10 (Survival)

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

COUNTY OF LOS ANGELES

By _____

LISA H. WONG, Psy.D
Director of Mental Health

Los Angeles County Children and Families First –
Proposition 10 Commission aka First 5 LA

CONTRACTOR

By _____

Name _____

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

**HOME VISITATION:
DEEPENING CONNECTIONS AND
ENHANCING SERVICES
STATEMENT OF WORK (SOW)
Exhibit A**

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Established in 1998, First 5 LA (F5LA) is an early childhood advocacy organization that works in partnership with local, national, County, and non-County entities to strengthen families, communities, and systems of services and supports in Los Angeles County (LAC). F5LA began a focused investment in home visiting services in 2009 with the “Welcome Baby Program.” In 2013, F5LA expanded to two national, evidence-based home visiting program models Healthy Families America (HFA) and Parents As Teachers (PAT).

For the past decade, F5LA has funded these three program models in partnership with over 35 entities across LAC, including hospitals and community-based organizations. F5LA plays a leadership role in supporting critical infrastructure elements at a system level for all Home Visiting Programs (HVP) in Los Angeles County. Since 2013, F5LA has funded an Oversight Entity, led by Los Angeles Best Babies Network (LABBN) to oversee program fidelity, deliver standardized training, conduct data collection and reporting, and share best practices for providers.

F5LA will oversee the HFA and PAT home visiting programs in Service Areas (SAs) 1 and 2. Los Angeles County Department of Children and Family Services (LAC-DCFS) data reflects that these two SAs have a high number of Child Abuse hotline calls and there are no services currently targeting these areas to address this issue. The Los Angeles County Department of Mental Health (LAC-DMH) and F5LA partnership will enhance referral pathways between DCFS’s Prevention and Aftercare (P&A) Networks and home visiting. An additional program component are licensed clinical therapists, which will be incorporated to enhance the HFA and PAT Programs to provide mental health support to identified program participants.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Home Visiting services shall be provided in-person or virtually and shall include the following:

- 2.1.1 Weekly, bi-weekly, or monthly visits, determined by the program model either HFA or PAT, and family needs.
- 2.1.2 Client-centered, strength-based information, and support focused on positive parenting behaviors, child development, and information on key developmental topics such as:
 - Attachment;
 - Discipline;
 - Health;
 - Safety;
 - Sleep;

- Transition/routines; and
- Family well-being.

- 2.1.3 For HFA, the development of a Service Plan and Family Goal Plan which will be developed jointly between home visitor and parent, utilizing the protective factors (i.e., increase knowledge of early child development, increase social connections, and enhance family functioning by increasing referrals and linkages to community resources), and will include parent-driven goals.
- 2.1.4 For PAT, the development of a Foundational Visit Plan and PAT Goal Record to guide and inform the: development of goals, resource connections, milestones and group connections in order to best address social isolation and increase protective factors.
- 2.1.5 Maternal assessment, child screenings, and assessment of risk and protective factors.
- 2.1.6 Referrals and Linkages, which includes mental health services and access to internal licensed clinicians.

2.2 Persons To Be Served

2.2.1 Prevention Target Population

Prevention activities shall target individuals and members of groups or large groups who may be at-risk and/or part of the general population, to promote prevention in mental health. Prevention priority populations include the following:

- Trauma-exposed individuals;
- Individuals at risk of experiencing onset of serious mental health;
- Individuals experiencing extreme stressors; and
- Underserved cultural populations.

2.2.2 Population to be Served:

The HFA and PAT Programs are both voluntary, home-based interventions for clients identified as needing more focused, intensive support. HFA and PAT will target serving parents/caregivers who are:

- Pregnant and postpartum with children up to age 2;
- Identified as at risk of mental health concerns and/or anxiety;
- At risk for involvement with DCFS;
- Referred to services at a P&A Network agency; and
- Experiencing extreme stressors (e.g., substance abuse, domestic violence, mental health).

2.2.3 Numbers to be Served

Numbers served for the purpose of this program is defined as the number of parents/caregivers actively receiving home visitation services. The total numbers to be served for each respective fiscal year is indicated in Table 1 below. (Please note, F5LA utilized the national model criteria for HFAP/PAT to identify potential capacity based on the staffing size of this program in SA 1 and SA 2).

Table 1

	FY 23-24	FY 24-25	FY 25-26
Numbers served by Home Visitor *	535	610	650
Numbers served by Clinicians	120	160	180

**This number reflects an increase in enrollment based on enhancement.*

2.3 Service Goals

The HFA and PAT programs are in alignment with MHSA PEI Regulations as they seek to reduce risk factors (i.e., possible child abuse and/or neglect; possible involvement with child protective services; and lack of school readiness) and increase protective factors.

HFA and PAT programs aim to:

- 2.3.1 Cultivate and strengthen nurturing parent- or caregiver-child relationships;
- 2.3.2 Promote healthy childhood growth and development;
- 2.3.3 Enhance family functioning by reducing risk, building the protective factors of parental resilience, social connections, knowledge of parenting and child development, and social and emotional competence of children; and
- 2.3.4 Identify needs and connect parents/caregivers to necessary services and referrals.

3.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to provide a consistently high level of service throughout the term of the Contract. The Plan shall be maintained by the Contractor and will be subject to review upon request by the County. The Plan shall be updated as changes occur.

- 3.1 Contractor's Plan shall include a method and frequency of monitoring of all services delivered, ensure that all Contract and performance requirements are being met, include samples of forms to be used, and identify the title, level, and qualifications of Contractor's personnel performing monitoring functions.
- 3.2 Contractor shall provide the County with a record of all inspections (i.e., quality improvement strategies/interventions).

- 3.2.1 Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification, and completed corrective action will be provided to the County upon request.

3.3 Data Collection

- 3.3.1 Contractor shall collaborate with the County to provide processes for systematically collecting and reporting required data elements as well as evaluating quality and performance indicators and outcomes at the program level.
- 3.3.2 Contractor subcontracts data collection services from the Los Angeles Best Babies Network (LABBN). LABBN will have the ability to view raw data in the provider database for the sole purpose of providing technical assistance for provider sites and to prepare aggregate reports for Contractor to review on an ongoing basis. Data will be provided to LABBN, under the oversight of F5LA, no less than every three (3) months to complete the required quarterly and annual reporting requirements of this funding.
- 3.3.3 Contractor shall submit de-identified and aggregate data to the County via encrypted e-mail on a quarterly basis as specified in Table 2 below. A quantitative report shall be submitted annually.

Table 2

Quarter	Submission Date
• 1 – July 1 st – September 30 th	• November 15 th
• 2 – October 1 st – December 31 st	• February 15 th
• 3 – January 1 st – March 31 st	• May 15 th
• 4 – April 1 st – June 30 th	• July 31 st

*Annual report to be submitted with the fourth quarter report.

- 3.3.4 Aggregate data shall be collected and submitted for the following:

1. Numbers served;
2. Program Data including:
 - a. Numbers of referrals;
 - b. Referral sources (i.e., P&A);
 - c. Disenrollment reasons;
 - d. Service frequency; and
 - e. Length of service.
3. Numbers of referrals and linkages to additional resources and LAC departments for participating families.

4. Clinician Data to include:

- a. Number of received referrals;
- b. Number of consults;
- c. Number of clients seen for mental health treatment;
- d. Number of referrals to other supports; and
- e. Numbers to outside mental health services.

5. Socio-demographic information in accordance with the reporting guidelines identified in the MHSA PEI Regulations. This data shall be collected for all individuals participating in program activities. Data shall include, but is not limited to the following:

- a. Age;
- b. Race;
- c. Ethnicity;
- d. Primary language;
- e. Sexual orientation;
- f. Disability;
- g. Veteran status;
- h. Gender assigned at birth; and
- i. Current gender identity.

6. Assessment of risk and protective factors utilizing the Parent Assessment of Protective Factors (PAPF) which can be found at the following link: [Parents' Assessment of Protective Factors \(PAPF\): User Guide and Technical Report - Center for the Study of Social Policy \(cssp.org\)](#). This data will be collected at initiation (within 2 months of enrollment), again when child is 6 months of age, and additionally at 6-month intervals until the child is 36 months of age. The tool will be administered every year thereafter, at least ninety percent (90%) of the time.

7. Mental Health Screeners to include the following:

- a. PHQ-9: Implement the PHQ-9 for Depression Screening at intake, once a month until the infant is a year old, and then once a year, at least ninety percent (90%) of time.
- b. GAD-7: Implement the GAD-7 tool when child is 2, 9, 12, 18, 24, 30, 36, 42, 48, 54 and 60 months of age, at least ninety percent (90%) of the time.

3.4. Data Sharing

- 3.4.1 County and Contractor will own the data collected from the home visitation programs. All client-specific data pertaining to individual cases are confidential and will be maintained in accordance with Health Insurance Portability and

Accountability Act of 1996 (HIPAA) regulations and the Institutional Review Board (IRB) Committee requirements.

- 3.4.2 Data used for other purposes, including research, will require approval by the County and the Contractor and must comply with State and federal law.
- 3.4.3 To ensure financial and operational accountability, a completed data reporting template will be provided to the County in a HIPAA secure manner with de-identified data. The data will be the shared property of the County and Contractor with the expectation of joint use for future research, publication, or program planning.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 8.15 County's Quality (QA) Assurance Plan in the Contract.

4.1 Meetings

Contractor shall be required to attend all scheduled meetings. Quarterly meetings shall be convened to address program oversight, data, successes, challenges, and concerns; and identify additional training and technical assistance needs.

4.2 Contract Discrepancy Report - SOW Attachment I (SOW Attachments)

- 4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.
- 4.2.2 The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor shall be required to respond in writing to the County Contract Project Monitor within five workdays, acknowledging the reported discrepancies or presenting contrary evidence.
- 4.2.3 Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to the County Contract Project Monitor within 10 workdays.

4.3 County Observations

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

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

The County will administer the Contract according to Paragraph 6.0 (Administration of Contract – County) of the Contract. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 5.1.3 Preparing amendments in accordance with the Contract, Subparagraph 8.1 - Amendments.
- 5.1.4 Identify staff to serve as liaisons between the County and Contractor for this project. There will be at least one designated staff person for each of the program components delivered.
- 5.1.5 Provide Contractor with all applicable policies and guidelines for the County's MHSA PEI Plan.
- 5.1.6 Retain on file, copies of all notices regarding data, services, and compliances, sent to Contractor that pertain to this SOW, in accordance with the Contract, Subparagraph 8.38-Record Retention and Audit Settlement
- 5.1.7 Monitor Contractor's performance under this SOW utilizing data submitted through quarterly and annual reports. Reports submitted by Contractor ensure that services provided, and associated costs are valid. Monitoring activities will address utilization and results or outcome measures, as well as fiscal, administrative, and service delivery reviews.
- 5.1.8 Evaluate Contractor's performance under this SOW to ensure compliance with the terms and performance standards on no less than a quarterly and annual basis. Such evaluation will include outcome measures, fiscal, administrative, and service delivery.
- 5.1.9 Identify deficiencies that may place the performance of this SOW in jeopardy and require that Contractor initiate corrective action measures.
- 5.1.10 The County at its sole discretion, may provide revisions to the performance-based criteria via an amendment to this SOW, should there be a change in federal, State, and/or County policies/regulations.

5.1.11 Review and process all submitted invoices for MHSA PEI funding.

5.2 Intentionally Omit

CONTRACTOR

5.3 Project Manager

5.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during hours of operation as defined by the County or as identified in Section 6.0 (Hours/Day of Work). Contractor shall provide a telephone number where the Project Manager may be reached during normal business hours.

5.3.2 Project Manager shall act as a central point of contact with the County.

5.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

Project Manager/alternate shall participate in the quarterly meetings facilitated by County which will address project data, successes, challenges, and concerns; and identify additional training and technical assistance needs.

5.4 Personnel

5.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee shall be authorized to act for Contractor in every detail and must speak and understand English.

5.4.2 Contractor shall background check their employees as set forth in Subparagraph 7.5 (Background and Security Investigations) of the Contract.

5.5 Identification Badges

5.5.1 Contractor shall ensure its employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification) of the Contract.

5.6 Materials and Equipment

5.6.1 The purchase of all materials/equipment to provide the needed services shall be the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

5.7 Training

5.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

- 5.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to the Occupational Safety and Health Administration (OSHA) standards.

5.8 Contractor's Administrative Office

Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. **Contractor shall answer calls received by the answering service within 48 hours of receipt of the call.**

5.9 Program Monitoring

- 5.9.1 Contractor shall provide consistent scheduled monitoring of the HVP, including meetings, telephonic conferences, correspondences, and attendance at any provider meetings where adherence to the performance-based criteria will be assessed or evaluated.
- 5.9.2 Contractor shall convene meetings with HVP agencies as needed to address compliance with performance-based criteria, organizational strengths, areas of improvement and contracting readiness (including but not limited to, infrastructure, communication and responsiveness, fiscal management, reporting, and program compliance).

5.10 Invoicing

- 5.10.1 Contractor shall maintain and provide upon request of LAC-DMH, supportive documentation for all invoices submitted for reimbursement (i.e., receipts, payroll records, etc.).
- 5.10.2 Contractor shall submit via encrypted e-mail invoices within the following timeline:

<u>Quarter</u>	<u>Submission Date</u>
• 1 – July 1 st – September 30 th	• November 15 th
• 2 – October 1 st – December 31 st	• February 15 th
• 3 – January 1 st – March 31 st	• May 15 th
• 4 – April 1 st – June 30 th	• July 31 st

/

/

6.0 HOURS/DAY OF WORK

Services shall be provided based on client need and client availability, Monday through Friday from 8 a.m. through 6 p.m., and may include evenings and weekends when necessary.

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

7.1 All changes must be made in accordance with Subparagraph 8.1 (Amendments) of the Contract.

8.0 DEFINITIONS

The headings contained herein are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

8.1 Protective factors: strengths of individuals, families and communities that act to mitigate risks and promote positive wellbeing and healthy development. The five most common Protective Factors include:

8.1.1 Family Functioning/Resilience: Having adaptive skills and strategies to persevere in time of crisis. Family's ability to openly share positive and negative experiences and mobilize to accept, solve, and manage problems.

8.1.2 Social Supports: Perceived informal care (from family, friends, and neighbors) that help support emotional needs.

8.1.3 Concrete supports: Perceived access to tangible goods and services to help families cope with stress, particularly in times of crisis or intensified need.

8.1.4 Nurturing and Attachment: The emotional tie along with a pattern of positive interaction between the parent and child that develops over time.

8.1.5 Caregiver/Practitioner Relationship: The supportive, understanding relationship between caregivers and practitioners that positively affects caregivers' success in participating in services.

9.0 GREEN INITIATIVES

9.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

9.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to Contract commencement.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

The below Performance Requirements Summary (PRS) chart, SOW Attachment II (SOW Attachments) is a listing of requirements that will be monitored by the County during the term of the Contract are delineated in this SOW.

- 10.1 All listings of services used in the PRS are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this SOW. In any case of apparent inconsistency between services as stated in the Contract and this SOW and this PRS, the meaning apparent in this SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and this SOW, that apparent service will be invalid and place no requirement on Contractor unless and until incorporated into the Contract.

STATEMENT OF WORK ATTACHMENTS

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2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART	2

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY / ISSUE: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD
SOW: Subsection 2.1 (Home Visiting Services)	Contractor shall ensure HFA and PAT home visitors conduct weekly, bi-weekly, or monthly visits, determined by the program model and family needs.	Quarterly Data Submission
SOW: Subsection 2.1.6 (Home Visiting Services)	Contractor shall ensure HFA and PAT home visitors provide referrals and linkages, which includes mental health services and access to internal licensed clinician.	Quarterly Data Submission
SOW: Subsection 2.2.2 (Population to be Served)	Services shall target parents/caregivers who are: 1) Pregnant and postpartum with children up to age 2; 2) Identified as at risk of mental health concerns and/or anxiety; 3) at risk for involvement with DCFS; 4) Referred to services at a P&A Network agency, and 5) Experiencing extreme stressors (e.g., substance abuse, domestic violence, mental health).	Quarterly Data Submission
SOW: Subsection 2.2.3 (Numbers to Be Served)	HFA and PAT home visitors shall serve a minimum of 535 clients during FY 2023-24, a minimum of 610 during FY 2024-25, and a minimum of 650 during FY 2025-26.	Annual Data Submission
SOW: Subsection 2.2.3 (Numbers to Be Served)	Licensed clinicians on the home visiting teams shall serve a minimum of 120 clients during FY 2023-24, a minimum of 160 during FY 2024-25, and a minimum of 180 during FY 2025-26.	Annual Data Submission

SOW: Subsection 3.3.4 (Aggregate Data)	Contractor shall collect and submit aggregate data of the following: numbers served, program data, number of referrals and linkages, clinician data, socio-demographic data as identified in the MHSA PEI Regulations, mental health screeners (PHQ-9 and GAD-7), and family protective factor screener (PAPF).	Quarterly Data Submission
SOW: Subsection 4.1 (Meetings)	Contractor shall attend quarterly meetings convened by LAC-DMH.	Attendance Sheet

FEE SCHEDULE

FIRST 5 LOS ANGELES
HOME VISITATION: DEEPENING CONNECTIONS AND ENHANCING SERVICES

Expenditure	FY 23-24	FY 24-25	FY 25-26	Total
STAFFING				
Home Visiting Personnel				
Supervisors (7 FTE)				
Salary	\$466,303	\$481,219	\$494,701	\$1,442,223
Benefits	\$145,143	\$149,723	\$153,983	\$448,849
Supervisor Total	\$611,446	\$630,942	\$648,684	\$1,891,072
Home Visitors: Also Referred to as Family Support Specialists, Parent Educators (37 FTE)				
Salary	\$1,800,236	\$1,858,041	\$1,909,870	\$5,568,147
Benefits	\$562,678	\$580,483	\$596,945	\$1,740,106
Home Visitor Total	\$2,362,914	\$2,438,524	\$2,506,815	\$7,308,253
Home Visitors: Lead Parent Educators (2 FTE)				
Salary	\$56,917	\$58,625	\$60,383	\$175,925
Benefits	\$13,467	\$13,871	\$14,287	\$41,625
Lead Parent Educator Total	\$70,384	\$72,496	\$74,670	\$217,550
Home Visiting Personnel Total	\$3,044,744	\$3,141,962	\$3,230,169	\$9,416,875
Clinical Personnel Salary				
Licensed Clinical Therapists (5 FTE)				
Salary	\$400,000	\$416,000	\$432,640	\$1,248,640
Benefits	\$120,912	\$125,748	\$130,778	\$377,438
Licensed Clinician Therapist Total	\$520,912	\$541,748	\$563,418	\$1,626,078
Clinical Personnel Total	\$520,912	\$541,748	\$563,418	\$1,626,078
Staffing total	\$3,565,656	\$3,683,710	\$3,793,587	\$11,042,953
PROGRAM SUPPLIES				
Laptop/computer	\$10,000	\$0	\$0	\$1,148,248
Cell phone	\$78,248	\$70,000	\$0	\$148,248
Mileage	\$170,000	\$170,000	\$145,000	\$0
Home Visitor/Client Supplies/Outreach Supplies	\$185,000	\$160,000	\$160,000	\$505,000
Program Supplies Total	\$443,248	\$400,000	\$305,000	\$1,148,248
OTHER PROGRAM EXPENSES				
Referral pathway	\$10,000	\$7,500	\$2,500	\$20,000
Site Office/Space	\$322,001	\$270,694	\$260,817	\$853,512
Staff Training	\$21,000	\$0	\$0	\$21,000
Other Program Expenses Total	\$353,001	\$278,194	\$263,317	\$894,512
TOTAL OPERATIONAL COSTS				
Operational Costs Total	\$4,361,905	\$4,361,904	\$4,361,904	\$13,085,713
INDIRECT COSTS				
Indirect Costs (5%)	\$218,095	\$218,096	\$218,096	\$654,287
Grand Total:	\$4,580,000	\$4,580,000	\$4,580,000	\$13,740,000

INVOICE

Home Visitation: Deepening Connections and Enhancing Services

Insert Federal Tax ID No.-

-Insert Address Here-

Pursuant to Contract between First 5 Los Angeles and Los Angeles County Department of Mental Health

Date Submitted:

Project:

Invoice Number:

Period:

Submitted to:

Rebeca Hurtado, LCSW, MPA

DMH – Prevention Division

Office of Administrative Operations

Los Angeles County Department of Mental Health

c/o Rebeca Hurtado RHurtado@dmh.lacounty.gov

Submitted by:

First 5 Los Angeles

750 N. Alameda, Suite 300

Los Angeles, CA 90012

Description		Amount	
Personnel and program expenses, covering invoice claim period (insert date)			
Home Visiting Personnel Salary & Benefits		0.0	
Clinical Personnel Salary & Benefits		0.0	
Program Supplies		0.0	
Other Program Expenses		0.0	
Indirect Cost		0.0	
Total		\$ 0.00	

Please address and send payment to:

First 5 LA

Attn: Finance

750 N Alameda St.

Los Angeles, CA 90012

Please address any questions to:

Diana Careaga

Director, Family Supports

dcareaga@first5la.org

As an authorized representative of the organization, I certify that all expenditures reported (or payment requested) for cost incurred are for appropriate purposes and in accordance with the agreements set forth in the application and award documents.

X

F5LA Authorized Signature

Date

X

DMH Authorized Signature

Date

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

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

DIRECTOR OF MENTAL HEALTH:

Name: Lisa H. Wong, Psy.D

Title: Interim Director

Address: 510 S. Vermont Avenue

Los Angeles, CA 90020

Telephone: (213) 738-4601

E-Mail Address: LWong@dmh.lacounty.gov

COUNTY MONITORING MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACT LEAD:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR: _____ 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: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

CONTRACTOR _____ Contract No.: MH

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
**SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



**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 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 "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 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.

- 1.3 "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.
- 1.4 "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 an 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 same 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, 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.
- 1.16 "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 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.

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.
- 4.3 Business Associate shall be responsible for the provision of an annual mandatory information security and privacy training, for all staff that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).

4.3.1 Business Associate shall monitor, track, document and make available upon request by the federal, State and/or County government the annual information security and privacy training (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) provided to Business Associate's workforce members, including clerical, administrative/management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County.

4.4 Business Associate shall ensure that all workforce members, including clerical, administrative, management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access sensitive content such as Protected Health Information. The statement must be renewed annually.

4.5 Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Business Associate's security and privacy policies and procedures, including termination of employment where appropriate.

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, CISO-CPO_Notify@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 17.4.
- 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 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. 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) business 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.

10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented Exhibit Q Information Security and Privacy Requirements for Contracts. The completed Exhibit R, "DMH Contractor's Compliance with Information Security Requirements" questionnaire must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement, and must be approved prior to the commencement of this agreement with the County and annually thereafter.

Business Associate must be prepared to provide supporting evidence upon request.

- 10.4 During the term of the agreement, Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Business Associate may be asked to re-submit Exhibit R “DMH Contractor’s Compliance with Information Security Requirements” questionnaire, to document the change.
- 10.5 Business Associate must ensure that prior to access, its workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, acknowledge and sign the Exhibit S, “The Confidentiality Oath (Non-DMH Workforce Members)”, of the agreement. Business Associate must maintain and make available upon request by the federal, State and/or County representatives.

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 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 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 17 shall survive the termination or expiration of this Business Associate Agreement.

17. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 17.1 Except as provided in Section 17.3, 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 17.2, 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.
- 17.2 Destruction for purposes of Section 17.2 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.
- 17.3 Notwithstanding Section 17.1, 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.
- 17.3.1 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.

17.3.2 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.

17.4 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 17.2.

18. AUDIT, INSPECTION, AND EXAMINATION

18.1 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 the underlying agreement.

18.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

18.3 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.

18.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 18.1 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.

18.5 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.

- 18.6 Section 18.1 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.

19. MISCELLANEOUS PROVISIONS

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.

19.6 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.

19.7 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.

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BUSINESS ASSOCIATE

By

Authorized Signatory Name

Authorized Signatory Title

Authorized Signatory Signature

Date

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

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

April 6, 2023

TO: Supervisor Janice Hahn, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Kathryn Barger

FROM: Lisa H. Wong, Psy.D.
Director

Connie D. Draxler

SUBJECT: **NOTICE OF INTENT TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST PROPOSITION 10 COMMISSION AKA FIRST 5 LA TO IMPLEMENT THE HEALTHY FAMILIES AMERICA AND PARENTS AS TEACHERS HOME VISITING PROGRAMS IN SERVICE AREAS 1 AND 2**

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 intent to execute a new sole source contract with Los Angeles County Children and Families First Proposition 10 Commission aka First 5 LA (First 5 LA) to implement the Health Families America (HFA) and Parents as Teachers (PAT) home visiting programs in Service Areas (SAs) 1 and 2.

DMH will request that your Board approve a new three-year Sole Source Contract with First 5 LA. The contract will be effective July 1, 2023 through June 30, 2026. The total aggregated amount of this contract is \$13,740,000 (\$4,580,000 per fiscal year), fully funded by Mental Health Services Act (MHSA) Prevention and Early Intervention funds. Funding for this Contract is contingent upon Board adoption of DMH's MHSA Annual Update for Fiscal Year (FY) 2023-24.

JUSTIFICATION

DMH seeks to enter into a sole source agreement with First 5 LA to implement HFA and PAT home visiting programs in SAs 1 and 2 to enhance referral pathways between the

Los Angeles County Department of Children and Family Services' Prevention and Aftercare Networks (P&A) and home visiting. An additional program component will include licensed clinical therapists, hired by the home visiting programs, to increase access to mental health services and supports in-house. Home visiting services help advance MHSA goals as they provide a secondary intervention for families experiencing challenges and stressors, which has been proven to result in improved maternal physical and mental health. HFA and PAT programs aim to 1) cultivate and strengthen nurturing parent-child relationships; 2) promote healthy childhood growth and development; and 3) enhance family functioning by reducing risk. This includes building the protective factors of parental resilience, social connections, knowledge of parenting and child development, and social and emotional competence of children.

Established in 1998, First 5 LA is an early childhood advocacy organization that works in partnership with local, national, County and non-County entities to strengthen families, communities, and systems of services and supports in Los Angeles County. First 5 LA began a focused investment in home visiting services in 2009 with the establishment of a universal home visiting program called "Welcome Baby." This program was later extended to 14 hospitals in 2012. Acknowledging that some families need more focused support, the First 5 LA Board approved an expansion to two national, evidence-based home visiting program models (HFA and PAT) in 2013, collectively referred to as "Select Home Visiting." For the past decade, First 5 LA has funded these 3 program models in partnership with over 35 entities across Los Angeles County, including hospitals and community-based organizations, to provide home visiting services that reached over 22,000 families in FY 2021-22.

First 5 LA plays a leadership role in supporting critical infrastructure elements at a system level. Since 2013, First 5 LA has funded an Oversight Entity, led by Los Angeles Best Babies Network (LABBN) to oversee program fidelity, deliver standardized training, conduct data collection and reporting, and share best practices for providers.

The contractual relationship between First 5 LA, the Stronger Families Database and LABBN represent a connection not found elsewhere in Los Angeles County. As the funders and owners of the Stronger Families Database, First 5 LA has the unique ability to require any database development items needed to meet new funding requirements, a position no other entity can claim in the County. Furthermore, the contractual relationship between LABBN and First 5 LA ensures the ability to oversee and address data reporting requirements effectively, and to ensure the providers that data collection will meet DMH's needs.

Each Supervisor
April 6, 2023
Page 3

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100 (Sole Source Contracts), DMH is required to notify your Board, with a copy to the Chief Executive Officer, at least four weeks prior to commencing contract negotiations for new sole source contracts. 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 begin contract negotiations and after the notification period, DMH will present your Board a letter for approval to execute a new Sole Source Contract with First 5 LA.

If you have any questions, or require additional information, please contact me by email at LWong@dmh.lacounty.gov or at (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or at (213) 943-9146.

LHW:CDD:KN
SK:MRM: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	6/14/2023		
BOARD MEETING DATE	6/27/2023		
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, governed by a Joint Powers Agreement to allow the Los Angeles County Department of Mental Health to fund Mental Health Prevention Programs in Los Angeles County.		
PROGRAM	MHSA-Mental Health Prevention 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: Services provided by other public or County-related entities.		
DEADLINES/ TIME CONSTRAINTS	06/27/2023		
COST & FUNDING	Total cost: \$60,855,000 Funding source: State Mental Health Services Act (MHSA) TERMS (if applicable): July 1, 2023 through June 30, 2026 Explanation: The Mental Health Prevention Programs with CalMHSA was posted for public comment on January 20, 2023. With the completion of the 30-day public comment period, the Mental Health Prevention Programs with CalMHSA is incorporated into the current MHSA Three Year Program & Expenditure Plan, which has been extended by statute for one additional year due to the COVID-19 pandemic		
PURPOSE OF REQUEST	Board Letter will allow DMH to fund Mental Health Prevention Programs in Los Angeles County. These Programs will provide various community projects related to mental health education, support, and community outreach through diverse media platforms.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On May 11, 2010, 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. Under California Government Code Section 6500 et seq, CalMHSA is a Joint Powers of Authority (JPA) formed in 2009 to jointly develop and fund mental health services and education programs on a Statewide, regional, and local basis. CalMHSA's mission is to provide an efficient and effective administrative and fiscal structure focused on collaborative partnerships in the development and implementation of mental health programs in accordance with the MHSA regulations. Currently, CalMHSA consists of 57 member counties and cities, including Los Angeles County. Board Notification was sent on May 16, 2023.		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This Board Letter falls under Equity Guiding Principle of "Intervene early and emphasize long-term prevention" by providing Prevention Programs through education, support, and outreach on available mental health resources within Los Angeles County which will empower residents to reach out for support for themselves and others and navigate mental health treatment services.		
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 will support the Board Priority of "Anti-Racism, Diversity, and Inclusion" by implementing an awareness campaign designed to engage community workers and clinicians using DMH staff and staff at other County departments to provide awareness to the various County and community resources including awareness of anti-racism and disparity in Los Angeles County.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Kalene Gilbert, Mental Health Program Manager IV (213) 943-8223, KGilbert@dmh.lacounty.gov Margaret Ambrose, Senior Deputy County Counsel, (213) 974-0971, mambrose@counsel.lacounty.gov		



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

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

June 27, 2023

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

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW SOLE SOURCE PARTICIPATION AGREEMENT
WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND
MENTAL HEALTH PREVENTION PROGRAMS IN LOS ANGELES COUNTY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a new sole source Participation Agreement with the California Mental Health Services Authority, governed by a Joint Powers Agreement to allow the Los Angeles County Department of Mental Health to fund Mental Health Prevention Programs in Los Angeles County. Mental Health Prevention Programs will provide various community projects related to mental health education, support, and community outreach through diverse media platforms.

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 her designee, to prepare, sign, and execute a new sole source Participation Agreement (Agreement), substantially similar to Attachment I, with the California Mental Health Services Authority (CalMHSA) to fund Mental Health Prevention Programs in Los Angeles County. The Agreement will be effective July 1, 2023 through June 30, 2026. Total Compensation Amount (TCA) for three fiscal years is \$60,855,000, fully funded by State Mental Health Services Act (MHSA) revenue. The funding amount for Fiscal Year (FY) 2023-24 is \$25,655,000 and \$17,600,000 each fiscal year thereafter.

2. Delegate authority to the Acting Chief Deputy Director, or her designee, to prepare, sign, and execute future amendments or modifications to the Agreement with CalMHSA, to revise Agreement language; extend the term, if appropriate; shift unspent funds to future years; increase the TCA; add, delete, modify, or replace Exhibit C – Statement of Work and Funding; and reflect federal, State and County regulatory and/or policy changes; provided that: 1) the County's total payment does not exceed an increase of 10 percent from the last Board-approved TCA; 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 your Board and Chief Executive Officer (CEO).
3. Delegate authority to the Acting Chief Deputy Director, or her designee, to terminate the Agreement in accordance with the termination provisions, including Termination for Convenience. The Acting Chief Deputy Director, or her designee, will notify your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of the recommended actions will allow the Department of Mental Health (DMH) to collaborate with CalMHSA to expand Mental Health Prevention Programs as defined by State MHSA Regulations. CalMHSA will support DMH in developing community projects outside of traditional clinic settings through collaboration with stakeholders, other County departments, school districts, and contracting or consulting for the various expertise needed to develop, promote, and launch innovative Prevention Programs on mental health education, support, and outreach. Through CalMHSA's media and campaign platforms, CalMHSA will expand outreach and reduce stigma and discrimination through social and online media, events, partnerships, sponsorships, and advertising campaigns to inform and educate County residents about the various mental health resources, services, and support available to all Los Angeles County residents and empower residents to reach out for support for themselves and others, and help residents navigate mental health treatment services.

Board approval of Recommendation 1 will allow DMH to execute the new sole source Participation Agreement with CalMHSA to provide Mental Health Prevention Programs in Los Angeles County, effective July 1, 2023 through June 30, 2026.

Board approval of Recommendation 2 will allow DMH to amend the Agreement to extend the term; add, delete, modify, or replace Exhibit C – Statement of Work and Funding; reflect federal, State, and County regulatory and/or policy changes; and/or modify the TCA and shift unspent funds to future fiscal years.

Board approval of Recommendation 3 will allow DMH to terminate the Agreement in accordance with the Agreement's termination provisions in a timely manner, as necessary.

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan Goal I, Make Investments that Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives.

FISCAL IMPACT/FINANCING

The Agreement with CalMHSA is fully funded by State MHSA revenue in the amount of \$60,855,000 for three fiscal years. The funding amount for FY 2023-24 is \$25,655,000, and the funding amount for FY 2024-25 and FY 2025-26 is \$17,600,000 per each fiscal year. For FY 2023-24, \$17,000,000 is included in DMH's Operating Budget; the additional \$8,655,000 will be included in DMH's FY 2023-24 Supplemental Budget.

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

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. Under California Government Code Section 6500 et seq, CalMHSA is a Joint Powers of Authority (JPA) formed in 2009 to jointly develop and fund mental health services and education programs on a Statewide, regional, and local basis. CalMHSA's mission is to provide an efficient and effective administrative and fiscal structure focused on collaborative partnerships in the development and implementation of mental health programs in accordance to the MHSA regulations. Currently, CalMHSA consists of 57 member counties and cities, including Los Angeles County.

CalMHSA has helped counties and cities with mental health programs reduce administrative overhead by centralizing compliance with State reporting requirements through their research information and strategies, 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 establish contracts with providers to accomplish mutual goals related to the State MHSA regulations.

The new sole source Agreement will allow CalMHSA to provide an array of media and prevention supports such as community projects related to in-person and virtual trainings, support, and outreach. CalMHSA will support DMH in developing Community Access Platforms that focus on breaking down barriers to mental health treatment by using service environments outside of traditional clinical settings. Community platforms outside of traditional clinic settings will be done in collaboration with other County departments including Health Services, Public Health, Public and Social Services, Libraries, the Arts Commission and Program, public partners, stakeholders, school districts, and contracting or consulting for the various expertise needed to develop, promote, and launch innovation Prevention strategies as follows:

- Education – CalMHSA will work with various school districts, County offices of education, community colleges, universities, and other public and private educational institutions to provide education, training, and resources. In addition, CalMHSA will offer in-person trainings, webinars, or other online platforms in how to respond through a trauma-informed perspective. CalMHSA's media campaigns will support DMH to educate Los Angeles County residents about available mental health services, empower residents to reach out for support for themselves and others, and help residents navigate mental health treatment services.
- Support – CalMHSA will provide support to Los Angeles County Board of Supervisors (Board) and DMH. CalMHSA will 1) support the Board in development and implementation of programs and services for at-risk populations in their districts, including: augmenting school-based services and supports to include virtual and in-person platforms to address wellbeing; 2) support DMH in providing trauma-informed care to at-risk youth and families through partnerships with other Los Angeles County departments and contracted mental health providers, and in building supports through DMH's directly-operated provider network; and 3) help DMH in supporting the Los Angeles County Trust for Children's Health Program to help advocate for mental health services on- and off-campus and help to eliminate the stigma that keeps students and family members from seeking help. Supporting DMH will also help to enhance its ability to disseminate information related to mental health services for students and families.
- Stakeholder Engagement - CalMHSA will provide consultant services to train regional stakeholders on advocacy activities and develop educational materials for at-risk populations.

- Outreach – With the demand rising for mental health treatment and providers in short supply, CalMHSA will continue to develop outreach and engagement opportunities by implementing an awareness campaign designed to engage community workers and clinicians using DMH staff and staff at other County departments to provide awareness to the various County and community resources including awareness of anti-racism and disparity in Los Angeles County. CalMHSA media campaigns will support DMH to educate Los Angeles County residents about available mental health services, empower residents to reach out for support for themselves and others, and help residents navigate mental health treatment services. As such, DMH's partnership with CalMHSA will provide essential mental health resources and support to all Los Angeles County residents.

The Mental Health Prevention Programs with CalMHSA was posted for public comment on January 20, 2023. With the completion of the 30-day public comment period, the Mental Health Prevention Programs with CalMHSA is incorporated into the current MHSA Three Year Program & Expenditure Plan, which has been extended by statute for one additional year due to the COVID-19 pandemic.

The Agreement (Attachment I) has been reviewed and approved as to form by County Counsel.

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

In accordance with Board Policy No. 5.100 (Sole Source Contracts), DMH notified your Board on May 16, 2023 (Attachment II) of its intent to enter into a new sole source Participation Agreement with CalMHSA. The required Sole Source Checklist (Attachment III) identifying and justifying the need for a sole source Agreement has been approved by the CEO.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to fund the Mental Health Prevention Programs with CalMHSA to develop and implement prevention mental health education, support, and community outreach through CalMHSA's diverse media platforms. These actions will reduce the stigma and discrimination associated with mental health treatment to promote overall wellbeing and empowerment for the communities of Los Angeles County.

The Honorable Board of Supervisors
June 27, 2023
Page 6

Respectfully submitted,

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

CDD:KN:SK
RLR:CM:atm

Attachments (3)

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

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
SOLE SOURCE PARTICIPATION AGREEMENT
COVER SHEET**

Los Angeles County ("Participant") desires to participate in the Program identified below.

Name of Program: Mental Health Services Act (MHSA) Prevention and Early Intervention: Prevention Programs for Los Angeles County Department of Mental Health

California Mental Health Services Authority ("CalMHSA" and "Contractor") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this Participation Agreement.

Exhibit A - Program Description

Exhibit B - General Terms and Conditions

Exhibit C - Statement of Work and Funding

Exhibit D - Performance Requirements Summary Chart

Exhibit E - Los Angeles County Department of Mental Health ("LACDMH")
Administration

Exhibit F - CalMHSA Administration

The maximum amount payable under this Agreement is \$60,855,000.

Funds payable under this agreement are subject to reversion:

- ☐ Yes: Reversion Date _____
☐ No

The term of the Program is July 1, 2023, through June 30, 2026

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller

Title: Executive Director Date: _____

Participant: Los Angeles County

Signed: _____ Name (Printed): Connie D. Draxler

Title: Acting Chief Deputy Director Date: _____

PARTICIPATION AGREEMENT

Exhibit A - Program Description

- I. **Name of Program** – MHSA Prevention and Early Intervention: Prevention Programs for Los Angeles County Department of Mental Health.
- II. **Term of Program** - This is a three-year contract, effective July 1, 2023, through June 30, 2026, with the option for early termination or extension, as deemed appropriate, with prior written notice and the availability of funds.

Either party may withdraw from the Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of electronic delivery.

- III. **Program Overview** - CalMHSA will continue to work in collaboration with the Los Angeles County ("County") Department of Mental Health (LACDMH), in supporting its efforts to expand the reach of mental health community efforts that align with MHSA Prevention and Early Intervention (PEI) strategies and goals. All efforts and programs administered under this agreement must adhere to PEI requirements and MHSA regulations.

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. Mental Health Services Division (MHSD) - The Division of the California Department of Health Care Services responsible for mental health functions.
- C. Member - A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- D. Mental Health Services Act (MHSA) - Initially known as Proposition 63 in the November 2004 election, which added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- E. Participant - Any County participating in the Program either as Member of CalMHSA or as Partner under a Memorandum of Understanding with CalMHSA.
- F. Program - The program identified in Exhibit A-Program Description, as further embodied in the Participation Agreement.
- G. Breach - Has the same meaning as the term "breach" at California Civil Code (CC) 1798.29.

Terms not defined herein shall have the meaning ascribed to them in the Participation Agreement unless their meaning is otherwise apparent from the context.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as fiscal and administrative agent for the Program.
 - 2. Manage received funds consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 3. Identify CalMHSA contact(s), Exhibit F - CalMHSA Administration. Exhibit F - CalMHSA Administration may be updated by either party and sent via electronic mail giving 10 days' prior written notice thereof to the other party.
 - 4. Provide regular fiscal reports to the Participant as stated in Exhibit D - Performance Requirements Summary Chart and/or other public agencies with a right to such reports.

5. Submit plans, updates, and/or work plans for review and approval by Participant representative as stated in Exhibit D - Performance Requirements Summary Chart.
6. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Transfer funds for the Program as specified in Exhibit C - Statement of Work and Funding.
2. Identify representative(s) authorized to act for Participant and receive notices on behalf of Participant regarding the Program, identified in Exhibit E - LACDMH Administration as Program Manager and Program Monitor. Exhibit E - LACDMH Administration may be updated by either party and sent via electronic mail giving 10 days' prior written notice thereof to the other party.
3. Identify a county employee 'Lead' for each program/project funded and managed under this agreement. The 'Lead' should be aware of the responsibilities of each party in this agreement.
4. Cooperate by providing CalMHSA with requested information and assistance as identified in C - Statement of Work and Funding to fulfill the purpose of the Program.
5. Ensure all requests to CalMHSA staff are in alignment with, and specific to, the programs managed under this agreement.
6. Review and approve program plans, deliverables, budgets, and invoices and provide feedback on Program performance within agreed upon timeframes, to the best of Participant's ability.
7. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, Amendment and Participant Withdrawal

- A. The term of the Program is for three fiscal years: July 1, 2023, through June 30, 2026.
- B. Except as otherwise provided for in Section IV of this Agreement, 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, except Exhibit E- LACDMH Administration and Exhibit F-CalMHSA Administration, which may be revised and submitted via electronic mail giving 10 days' prior written notice thereof to the other party.
- C. Subject to Section IV of this Agreement, any Participant may withdraw from the Program upon six (6) months' prior written notice unless otherwise stated in V.B. of this agreement. Notice shall be via electronic mail to the representatives identified on Exhibit E-LACDMH Administration and Exhibit F-CalMHSA Administration. Notice shall be deemed served on the date of delivery via electronic mail.

IV. Withdrawal, Cancellation and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date electronic delivery.
 - 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. Budget Reductions/Funding, Amending Program Operations and Administration, Cancellation and Shutdown of the Program
- A. Budget Reductions – In the event that the Los Angeles County's Board of Supervisors 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 Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the contractor under this Agreement will also be reduced correspondingly. The County's notice to CalMHSA regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, must continue to provide all of the services set forth in this Contract.
- vi. Fiscal Provisions; Order of Precedence
- A. Funding required from the Participants will not exceed the amount stated in Exhibit C-Statement of Work and Funding.
 - B. County will provide the funding amount stated in Exhibit C-Statement of Work and Funding, which includes administrative fees.
 - C. CalMHSA will invoice the County according to Exhibit C-Statement of Work and Funding. to successfully carry out its contractual obligations.

- D. Other than with respect to this Section VI hereof, in the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or description of any task/deliverable or service between the base Participation Agreement and Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Participation Agreement, then the Statement of Work and Funding, Exhibit C and then the Performance Requirements Summary Chart, Exhibit D.

DRAFT

PARTICIPATION AGREEMENT
Exhibit C –Statement of Work and Funding

CalMHSA will be contracted to provide overall administrative oversight, contract procurement and program management related to LACDMH's Prevention and Early Intervention (PEI) efforts, Stakeholder Engagement activities and Workforce Development efforts.

The goal of prevention programs is to reduce risk factors for developing potentially serious mental illness and to build protective factors. The goal of stakeholder engagement activities is to enhance the MHSA required Community Planning Process and to strengthen the LA County workforce. The goal of LACDMH and CalMHSA is to engage vendors, community partners and other experts to reach Los Angeles County residents who may be at risk of developing a serious mental illness and foster awareness of mental health topics and available services.

This collaborative effort between CalMHSA and LACDMH will include the following activities:

1. Program Administration – CalMHSA is responsible for contract negotiation, contract management and overall program administration for all vendors and parties involved in supporting LACDMH's PEI, stakeholder, and workforce efforts under this agreement.
 - a. CalMHSA will assure that LACDMH Program Manager and/or Program Monitor reviews and approves each subcontract prior to execution of said sub-contract.
2. Program Management – In Collaboration with LACDMH, CalMHSA will develop objectives, partners, opportunities, strategies, timelines, and budgets for all activities defined within this agreement including:
 - a. Determine and oversee program evaluation needs.
 - b. Establish budgets for program partners and program activities.
 - c. Serve as oversight for all activities defined within this agreement.
 - d. Meet with key subcontractors, vendors, partners, consultants, etc. to manage contracts which includes discussion regarding contract deliverables, timelines, budgets, priorities, address under performance issues, etc. on an on-going basis.
 - e. Provide oversight and have a physical presence at events, activities, etc. as deemed appropriate by CalMHSA and LACDMH.
 - f. Facilitate regular communication with LACDMH staff, teams and Leadership regarding program progress, program development, and funding.
3. Fiscal Management and Reporting
 - a. CalMHSA will provide oversight of program fund expenditures, budget planning and management.
 - b. CalMHSA will provide fiscal updates as stated in Exhibit D - Performance

Requirements Summary Chart on funding expenditures per sub-contractor.

4. Programmatic reporting to LACDMH
 - a. CalMHSA program management and department staff will meet with the LACDMH representative in an agreed-upon cadence but no less frequently than once per month. Additional in person/teleconference meeting(s) will be identified and scheduled as needed.
 - b. CalMHSA Program Manager or designee will provide regular program updates as stated in Exhibit D-Performance Requirements Summary Chart to include reports with supporting documentation that informs on deliverables status/completion. These reports will include any fiscal updates and accounting of funds spent. Failure to submit above mentioned reports and updates may result in delay or cancellation of future advances to CalMHSA.
 - c. CalMHSA will retain digital copies of all work for five years after close of each fiscal year and make all documents available in case of audit.
5. Program efforts that are in alignment with PEI regulations will include but are not limited to:
 - a. Media efforts and campaigns
 - b. Social Impact Partnerships
 - c. Community engagement
 - d. Innovative technologies and innovative Prevention Programs
 - e. Suicide prevention
 - f. Mental Health stigma and discrimination reduction
 - g. May Mental Health Awareness events
 - h. Capacity building
 - i. Support Los Angeles Trust for Children's Health Program
 - j. Awareness of anti-racism and disparity

6. Funding and Payment Schedules

Projected budget allocation and statement of work are subject to change due to changing LACDMH priorities. Any unspent funds from a previous FY will be deducted from next FY 1st payment.

LACDMH will provide funding and the administrative fee as identified in Table 1 below.

Table 1: Funding

Fiscal Year	Program Funding	Administrative Fee 15%	Total Program Budget
2023-2024	\$22,308,696	\$3,346,304	\$25,655,000
2024-2025	\$15,304,348	\$2,295,652	\$17,600,000
2025-2026	\$15,304,348	\$2,295,652	\$17,600,000
Total	\$52,917,392	\$7,937,608	\$60,855,000

LACDMH will advance the funding to CalMHSA according to the schedules below (Tables 2-4).

Table 2: Fiscal Year 2023-2024

Payment Date	Payment Amount
July 1, 2023	\$6,413,750
October 1, 2023	\$6,413,750
January 1, 2024	\$6,413,750
April 1, 2024	\$6,413,750
Total	\$25,655,000

Table 3: Fiscal Year 2024-2025

Payment Date	Payment Amount
July 1, 2024	\$8,800,000
January 1, 2025	\$8,800,000
Total	\$17,600,000

Table 4: Fiscal Year 2025-2026

Payment Date	Payment Amount
July 1, 2025	\$8,800,000
January 1, 2026	\$8,800,000
Total	\$17,600,000

PARTICIPATION AGREEMENT
Exhibit D – Performance Requirements Summary Chart

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD
Exhibit C-Statement of Work and Funding Section 4.b.	CalMHSA shall provide monthly program/project updates within 30 calendar days after the close of each quarter to include reports with supporting documentation that informs on deliverables status/completion.	CalMHSA to upload expenditure reports to One Drive.
Exhibit C-Statement of Work and Funding Section 3.b.	CalMHSA shall provide quarterly fiscal updates on funding expenditures.	CalMHSA to upload updates to One Drive.
Exhibit B-General Terms and Conditions Section II.A.3 and Exhibit F.	CalMHSA shall notify the County, in writing, of any change to the CalMHSA's Project manager, including, but not limited to, the name, address, title, etc.	Confirmation of documentation via email.
Exhibit C-Statement of Work and Funding Section 1.a.	CalMHSA shall obtain County's written approval prior to subcontracting any work.	Confirmation of documentation via email.
Exhibit C-Statement of Work and Funding Section 4.b.	CalMHSA shall notify the County when a project is completed prior to the end of the fiscal year and provide a report 90 calendar days after the end of the project.	Notification to County. CalMHSA to upload report to One Drive.
Exhibit C-Statement of Work and Funding Section 4.b.	CalMHSA shall provide a final report of all the projects completed 90 calendar days after the end of the fiscal year.	Notification to County. CalMHSA to upload report to One Drive.

PARTICIPATION AGREEMENT
Exhibit E - LACDMH Administration

SIGNATORY ACTING CHIEF DEPUTY DIRECTOR OF MENTAL HEALTH:

Name: Connie D. Draxler

Title: Acting Chief Deputy Director

Address: 510 S. Vermont Avenue
Los Angeles, CA., 90020

Telephone: (213) 738-4926

E-Mail Address: CDraxler@dmh.lacounty.gov

COUNTY PROGRAM MANAGER:

Name: Kalene Gilbert

Title: Mental Health Program Manager IV

Address: 510 S. Vermont Avenue, Los Angeles, CA., 90020

Telephone: (213) 943-8223

E-Mail Address: KGilbert@dmh.lacounty.gov

COUNTY PROGRAM MONITOR:

Name: Robin Ramirez

Title: Administrative Services Manager III

Address: 510 S. Vermont Avenue, Los Angeles, CA., 90020

Telephone: (213) 943-8183

E-Mail Address: RRamirez@dmh.lacounty.gov

PARTICIPATION AGREEMENT
Exhibit F – CalMHSA Administration

CalMHSA'S CONTRACT MANAGER:

Name: Brittany Ganguly
Title: Senior Program Manager
Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815
Telephone: (279) 234-0722
Facsimile: _____
E-Mail Address: brittany.ganguly@calmhsa.org

CalMHSA's AUTHORIZED OFFICIAL(S)

Name: Amie Miller
Title: Executive Director
Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815
Telephone: (279) 234-0701
Facsimile: _____
E-Mail Address: amie.miller@calmhsa.org

Notices to CalMHSA shall be sent to the following:

Name: Amie Miller
Title: Executive Director
Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815
Telephone: (279) 234-0701
Facsimile: _____
E-Mail Address: amie.miller@calmhsa.org



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

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

May 16, 2023

TO: Supervisor Janice Hahn, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Kathryn Barger

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

A handwritten signature in blue ink that reads "Connie D. Draxler".

SUBJECT: **NOTICE OF INTENT TO EXECUTE A NEW SOLE SOURCE
PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL
HEALTH SERVICES AUTHORITY TO FUND MENTAL HEALTH
PREVENTION PROGRAMS IN LOS ANGELES COUNTY**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts and Amendments), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to enter into a new sole source Participation Agreement with the California Mental Health Services Authority (CalMHSA) to fund Mental Health Prevention Programs in Los Angeles County.

DMH will request that your Board approve a new sole source Participation Agreement with CalMHSA effective July 1, 2023 through June 30, 2026. Total Compensation Amount for three fiscal years is \$60,855,000, fully funded by State Mental Health Services Act (MHSA) revenue. The funding amount for Fiscal Year 2023-24 is \$25,655,000 and \$17,600,000 each fiscal year thereafter.

The new sole source Participation Agreement with CalMHSA will provide various Mental Health Prevention Programs that focus on prevention mental health education, support, and community outreach through diverse activities and media platforms. In addition, CalMHSA will provide workforce support to increase recruitment and engagement efforts.

JUSTIFICATION

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 California Government Code Section 6500 et seq, formed in 2009 to jointly develop and fund mental health services and education programs on a statewide, regional, and local basis. CalMHSA's mission is to provide an efficient and effective administrative and fiscal structure focused on collaborative partnerships in the development and implementation of mental health programs in accordance to State MHSA regulations.

DMH's partnership with CalMHSA will provide essential mental health resources and support to all Los Angeles County residents. The new sole source Participation Agreement with CalMHSA will support DMH in developing community projects outside of traditional clinic settings through collaboration with stakeholders, other County departments, school districts, and contracting or consulting for the various expertise needed to develop, promote, and launch innovative Prevention Programs on mental health education, support, and outreach. CalMHSA will aid in the engagement of stakeholders to enhance and improve DMH's stakeholder process. CalMHSA's media campaigns will support DMH to educate Los Angeles County residents about available mental health services, empower residents to reach out for support for themselves and others, and help residents navigate mental health treatment services. CalMHSA will also help DMH in supporting the Los Angeles Trust for Children's Health Program to help advocate for mental health services on- and off-campus and help to eliminate the stigma that keeps students and family members from seeking help. Supporting DMH will also help to enhance its ability to disseminate information related to mental health services for students and their families. In addition, with the demand rising for mental health treatment and providers in short supply, CalMHSA will implement an awareness campaign designed to engage community workers and clinicians and improve awareness of anti-racism and disparity in Los Angeles County.

The 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 Director will not participate in the approval process of the Participation Agreement with CalMHSA.

NOTIFICATION TIMELINE

Pursuant to Board Policy 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board at least four weeks prior to commencing contract negotiations for a new sole source contract. 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.

Each Supervisor
May 16, 2023
Page 3

Unless otherwise instructed by your Board Office within four weeks of this notice, DMH will present your Board a letter for approval to enter into a new sole source Participation Agreement with CalMHSA to fund Mental Health Prevention Programs in Los Angeles County.

If you have any questions, or require additional information, please contact me 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:KN:SK
RLR:CM:atm

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

SOLE SOURCE CHECKLIST

Department Name: Mental Health



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.
<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 type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input checked="" type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/7/2023	
BOARD MEETING DATE	6/27/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Olive View-UCLA Medical Center Central Plant Retrofit and Senate Bill 1953 Compliance Projects	
PROGRAM	N/A	
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	There is urgency to complete design work and perform limited make-ready work at the hospital's central plant to avoid South Coast Air Quality Management District penalties and meet Senate Bill 1953 compliance deadlines.	
COST & FUNDING	Total cost: Olive View-UCLA MC Central Plant Retrofit Project - \$21,242,000; Senate Bill 1953 Compliance Project - \$13,000,000.	Funding source: Approval of the FY 22-23 appropriation adjustment will allocate \$3,370,000 from the DHS' Enterprise Fund-Committed for DHS to CP 87589. There is sufficient appropriation in in CP 87562 to fund the projected FY 22-23 expenditures.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval of the projects and related appropriation adjustment; and authorization to deliver the projects using Board-approved Job Order Contracts.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The projects are part of the long-term and overall upgrades to the Olive View-UCLA Medical Center to bring the hospital in compliance with current South Coast Air Quality Management District requirements and in with Senate Bill 1953. PW is requesting approval to proceed with Phase 1 and will return to the Board for approval of Phase 2.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
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: These projects support Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov .	

June 27, 2023

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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
SENATE BILL 1953 COMPLIANCE PROJECT
CENTRAL PLANT RETROFIT PROJECT
APPROVE PROJECTS
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NOS. 87562 AND 87589
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Olive View-UCLA Medical Center Senate Bill 1953 Compliance and the Central Plant Retrofit Projects, and to authorize the use of Board-approved Job Order Contracts to deliver the projects.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Olive View-UCLA Medical Center Central Plant Retrofit Project is categorically exempt from the California Environmental Quality Act and that the Olive View-UCLA Medical Center Senate Bill 1953 Compliance Project is within the scope of the previous finding of exemption for the project under the California Environmental Quality Act for the reasons stated in the board letter and in the record of the project.
2. Approve the Olive View-UCLA Medical Center Senate Bill 1953 Compliance Project, Capital Project No. 87562, with a total project budget of \$13,000,000 for Phase I.

3. Establish and approve the Olive View Medical Center Central Plant Retrofit Project, Capital Project No. 87589, with a total project budget of \$21,242,000 for Phase I.
4. Approve the Fiscal Year 2022-23 appropriation adjustment to allocate \$3,370,000 from the Department of Health Services' Enterprise Fund-Committed for the Department of Health Services to fund the estimated Fiscal Year 2022-23 expenditures for the Olive View Medical Center Central Plant Retrofit Project, Capital Project No. 87589.
5. Authorize the Director of Public Works or his designee to deliver Phase I of the proposed projects using Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Phase I of Olive View-UCLA Medical Center (OV-UCLA MC) Central Plant Retrofit and Senate Bill (SB) 1953 Compliance Projects are exempt from the California Environmental Quality Act (CEQA); establish and approve the projects and related appropriation adjustment; and authorize delivery of the projects using Board-approved Job Order Contracts (JOCs).

Background

Olive View-UCLA Medical Center Central Plant Retrofit

There is an urgent need to upgrade the OV-UCLA MC Central Plant due to changes in environmental regulations and plant equipment nearing the end of its useful service life. The central plant houses original heating and cooling equipment, which was placed in operation when the hospital was completed in the 1980s. The central plant also houses the cogeneration power plant that no longer complies with California South Coast Air Quality Management District's emissions standards. In order to avoid incurring fines, the cogeneration plant will need to cease operations by January 2024. Once the cogeneration plant is decommissioned, the heating system will rely on two air duct heaters, one of which will be rebuilt in phase I of the project, then replaced with traditional boilers in phase 2 of the project.

Public Works has completed a feasibility study to replace the heating and cooling equipment. The study recommends a phased approach, over a four-year span, taking into consideration the need to supply heating and cooling to the hospital during the phased construction, and the necessary recapture of the space vacated by the cogeneration plant for new boiler equipment.

Phase I of the OV-UCLA MC Central Plant Retrofit Project consists of design and construction of seven distinct and separate make-ready projects. These projects are proposed to be delivered in the following sequence to avoid impacts to hospital operations: 1) Replacement of the existing medical vacuum pumps, which will begin in July 2023 at a cost of \$1,500,000; 2) Refurbishment and remodel of the hot air duct heater, required for decommissioning of the cogeneration plant, which will begin in September 2023 at a cost of \$1,300,000; 3) Decommissioning and removal of the cogeneration gas turbines, which will begin in January 2024 at a cost of \$1,500,000; 4) Demolition of the existing gas compressors to clear space for the installation of a new electric chiller, which will begin in January 2024 at a cost of \$400,000; 5) Renovation of the electrical switchgear to provide code-required egress, which will begin in March 2024 at a cost of \$1,200,000; 6) Replacement of the existing electrical chiller, which will begin in April 2024 at a cost of \$2,600,000; and 7) Removal of underground fuel storage tanks, which will begin in November 2024 at a cost of \$490,000.

Each sequential component of Phase I will be carried out using Board-approved JOCs to expedite construction. The monetary value of each scope will not exceed the maximum JOC contract value. The anticipated total cost of construction for Phase I work is estimated at \$8,990,000.

Phase II will include the replacement of the cooling tower, installation of traditional boilers to provide for the heating needs for the hospital, the replacement of the absorption centrifugal chillers, and power and control upgrades to improve the efficiency and operations of the Central Plant equipment. Public Works will return to the Board to request approval of the project and budget for Phase II upon completion of design through a Board-approved, on-call Architect/Engineering (A/E) agreement.

Olive View-UCLA Medical Center Senate Bill 1953 Compliance

On June 18, 2019, the Board established the OV-UCLA MC SB 1953 Compliance Project with a preliminary budget of \$9,712,000. Public Works completed a review of critical care components of the hospital and the central plant and identified deficiencies

requiring design and construction for recertification by the California Department of Health Care Access and Information (HCAI).

SB 1953 established a schedule for California hospitals to meet seismic safety goals by classifying hospitals by level of danger of collapse, and instituting deadlines for retrofitting and/or replacement. The project would bring the hospital into compliance with Non-Structural Performance Category NPC3 and NPC4D ratings, which are required by HCAI.

Phase I of the OV-UCLA MC SB 1953 Compliance Project consists of the preparation of a Compliance Plan. Preparation of the plan will require the recertification of NPC3 and NPC4D scope previously completed in 2010, and the preparation and submittal of an NPC4D and NPC5 Compliance Plan to HCAI by January 1, 2024. Public Works has determined that additional design and remodel work is required to achieve NPC3 recertification for equipment located in the hospital's central plant and other critical care locations. Design will be carried out through a Board-approved, on-call A/E agreement and renovation through a Board-approved JOC. The value of this work is estimated at \$2,700,000.

Phase II will include bringing the hospital in compliance with NPC5 requirements, which include having 72 hours of emergency water storage and supply of emergency sewage storage. Public Works will carry out design through a Board-approved, on-call A/E agreement and return to the Board for project approval once design has been completed. The cost of Phase II is estimated at \$20,000,000.

Once completed, the hospital would be able to continue to provide compliant inpatient health care services beyond the year 2030.

Green Building/Sustainable Design Program

All proposed projects will support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material and by incorporating energy efficient products during construction.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy I.2, Enhance our Delivery of Comprehensive Interventions; Strategy II.2, Support the Wellness of our Communities; Strategy II.3, Make Environmental Sustainability our Daily Reality,

Objective II.3.2, Foster a Cleaner, More Efficient, and More Resilient Energy System; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets.

These actions support the Strategic Plan by investing in public healthcare infrastructure improvements that will enhance quality and delivery of healthcare services to the residents of Los Angeles County, in particular the North County region.

FISCAL IMPACT/FINANCING

The project budgets for Phase I of the OV-UCLA MC Central Plant Retrofit and SB 1953 Compliance Projects are estimated at \$21,242,000 and \$13,000,000, respectively. The project budgets include construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. The project budgets and schedules are included in Enclosure A.

The Department of Health Services (DHS) has previously paid \$47,000 for preliminary assessment fees through the DHS operating budget for the OV-UCLA MC Central Plant Retrofit Project.

Board approval of the Fiscal Year (FY) 2022-2023 appropriation adjustment (Enclosure B) will allocate \$3,370,000 from the DHS' Enterprise Fund-Committed for DHS to fund the projected FY 2022-23 expenditures for the OV-UCLA MC Central Plant Retrofit Project, Capital Project No. 87589. There is sufficient appropriation in the OV-UCLA MC SB 1953 Compliance Project, Capital Project No. 87562, to fund the projected FY 2022-23 expenditures. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budgets for Phase I.

Potential funding of Phase II may include financing by the issuance of short-term notes through the Los Angeles County Capital Asset Leasing Corporation's Lease Revenue Notes Program. Public Works will include funding recommendations when it returns to the Board to request approval of the Phase II project budgets.

Operating Budget Impact

Following completion of the projects, DHS will request and fund the associated ongoing annual maintenance and operational costs, as needed, with departmental resources in future budget phases. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the projects consist of the repair and replacement of building systems and are, therefore, exempt from the policy.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

ENVIRONMENTAL DOCUMENTATION

On June 18, 2019, the Board found the OV-UCLA MC SB 1953 Compliance (CP 87562) project categorically exempt from CEQA. The approved project remains within the scope of the previous finding of exemption.

The proposed OV-UCLA MC Central Plant Retrofit (CP 87589), is categorically exempt from CEQA. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (a), (d), (f), and (o) and Section 15302 (c) of the State CEQA Guidelines and Classes 1 (c), (d), (h), and (i) and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The additional Phase I scope is also categorically exempt under the following sections:

The projects provide for repair and upgrade of existing facilities replacement of existing systems involving negligible or no expansion of an existing use. Replacement equipment will have the same purpose and capacity as the equipment being replaced.

In addition, based on the records of the project, it will continue to comply with all applicable regulations, the project is not located in a sensitive environment, there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists complied pursuant to Government Code Section 65962.5 or indications that the project may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption for both projects with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code and will be posted to the County's website in accordance with section 21092.2.

CONTRACTING PROCESS

Public Works completed design through a Board-approved on-call A/E agreement and proposes to deliver construction using Board-approved JOCs.

The Scope of Work includes minor remodeling, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the work.

The project Scopes of Work include substantial remodeling and alternation work and Public Works has made the determination that the use of JOC is the most appropriate contracting method to deliver the projects.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed projects will be phased to avoid impacts to patient care at the OV-UCLA MC. Patient care services will remain fully operational during construction. All critical work will be completed in phases and during nonpeak periods to minimize disruptions to patient services.

The Honorable Board of Supervisors
June 27, 2023
Page 8

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:sl

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Health Services (Capital Projects Division)

June 27, 2023

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
SENATE BILL 1953 COMPLIANCE PROJECT
CENTRAL PLANT RETROFIT PROJECT
APPROVE PROJECTS
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NOS. 87562 AND 87589
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

CENTRAL PLANT RETROFIT PROJECT – PHASE I**I. PROJECT SCHEDULE SUMMARY**

Project Activity	Scheduled Completion Date
Feasibility Study	03/30/2022*
Design	03/30/2023*
Jurisdictional Approvals	06/30/2023
Construction Start	05/30/2023
Substantial Completion	12/30/2024
Final Acceptance	03/30/2025

* Completed Activity

II. PROJECT BUDGET SUMMARY – PHASE I

Project Budget Category	Budget
Construction	\$ 8,980,000
Construction Contingency	\$ 2,211,000
Other – Gordian Group	\$ 329,000
Plans and Specifications	\$ 5,694,000
Consultant Services	\$ 1,047,000
Miscellaneous Expenditures	\$ 5,000
Jurisdictional Review	\$ 400,000
County Services	\$ 2,576,000
TOTAL PROJECT COST	\$21,242,000

June 27, 2023

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
CENTRAL PLANT RETROFIT PROJECT
SENATE BILL 1953 COMPLIANCE PROJECT
APPROVE PROJECTS
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NOS. 87562 AND 87589
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

SENATE BILL 1953 COMPLIANCE PROJECT – PHASE I**III. PROJECT SCHEDULE SUMMARY**

Project Activity	Scheduled Completion Date
Feasibility Study	12/30/2022*
Design	06/30/2023
Jurisdictional Approvals	12/30/2023
Construction Start	01/30/2024
Substantial Completion	06/30/2026
Final Acceptance	09/30/2026

*Completed Activity

IV. PROJECT BUDGET SUMMARY

Project Budget Category	Budget
Construction	\$ 2,700,000
Construction Contingency	\$ 600,000
Other – Gordian Group	\$ 99,000
Plans and Specifications	\$ 4,500,000
Consultant Services	\$ 2,000,000
Miscellaneous Expenditures	\$ 75,000
Jurisdictional Review	\$ 400,000
County Services	\$ 2,626,000
TOTAL PROJECT COST	\$13,000,000

ENCLOSURE B

June 27, 2023

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
SENATE BILL 1953 COMPLIANCE PROJECT
CENTRAL PLANT RETROFIT PROJECT
APPROVE PROJECTS
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AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NOS. 87562 AND 87589
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

APPROPRIATION ADJUSTMENT

May 26, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF HEALTH SERVICES

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2022-23

4 - VOTES

SOURCES		USES	
DHS ENTERPRISE FUND MN2-3078 COMMITTED FOR DHS DECREASE OBLIGATED FUND BALANCE	3,370,000	DHS ENTERPRISE FUND MN2-HS-6100-60070 OTHER FINANCING USES INCREASE APPROPRIATION	3,370,000
OLIVE VIEW-UCLA MEDICAL CENTER ENTERPRISE FUND MN3-HO-96-9911-60050 OPERATING TRANSFERS IN INCREASE REVENUE	3,370,000	OLIVE VIEW-UCLA MEDICAL CENTER ENTERPRISE FUND MN3-HO-96-9912-60050 OPERATING SUBSIDY - GENERAL FUND DECREASE REVENUE	3,370,000
ENT SUB - OLIVE VIEW-UCLA MEDICAL CENTER A01-AC-6100-21200-21232 OTHER FINANCING USES DECREASE APPROPRIATION	3,370,000	OLIVE VIEW-UCLA MEDICAL CENTER OVMC CENTRAL PLANT RETROFIT A01-CP-6014-64030-87589 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	3,370,000
SOURCES TOTAL	\$ 10,110,000	USES TOTAL	\$ 10,110,000

JUSTIFICATION

This budget adjustment of \$3,370,000 is necessary to fund Capital Project No. 87589, OVMC Central Plant Retrofit Project, from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2022-23.

AUTHORIZED SIGNATURE

JEAN LO, CHIEF, CONTROLLER'S DIVISION

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input type="checkbox"/> APPROVED AS REQUESTED
	<input type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY	CHIEF EXECUTIVE OFFICER
B.A. NO.	DATE	DATE