



HEALTH AND MENTAL HEALTH CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, September 13, 2023

TIME: 11:30 A.M.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024

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

Subdivision d(1) of Government Code Section 54956.9

Joy Brotheron v. County of Los Angeles

Los Angeles Superior Court Case No. 20STCV30261

Department of Health Services

- 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 Service Agreement

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

- a. **DPH:** Authorization to Accept and Implement a Grant Award and Future Awards and/or Amendments from Health Resources and Services Administration for Transforming Pediatrics for Early Childhood and to Execute a Sole Source Contract with Children's Hospital Los Angeles (#07132)
- b. **DPH:** Authorization to Accept Grant Agreement Number 23-10322 and Future Agreements and/or Amendments from the California Department of Public Health to Support the Calfresh Healthy Living Program (#07144)
- c. **DPW/DHS:** LA General Medical Center General Hospital Structural Improvements Project – Establish and Approve Capital Project and Related Appropriation Adjustment, Authorize Use of Job Order Contracting

- 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	9/13/2022	
BOARD MEETING DATE	9/26/2023	
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 \$2,633.55 for medical care provided at LA General MC, Olive-View 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	

September 26, 2023

DRAFT

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

IT IS RECOMMENDED THAT THE BOARD:

Authorize the DHS 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:

- Los Angeles General Medical Center – Account Number 102149829 in the amount of \$900.00 (Attachment I).
- Olive-View UCLA Medical Center – Account Number 102400049 in the amount of \$1,733.55 (Attachment II).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Patients who received medical care at LA County facilities: The compromise offer of settlement for these patient accounts is recommended because the patients are unable to pay the full amount of charges and the compromise offers represent the maximum amount 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 Operational Effectiveness, Fiscal Responsibility, and Accountability” of LA County’s Strategic Plan.

FISCAL IMPACT/FINANCING

The approval will recover revenue totaling \$2,633.55 in charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under LA 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 the LA County which relates to medical care provided by third parties for which the County is contractually obligated to pay and related to which the County has subrogation or reimbursement rights. The revised ordinance was adopted by the Board on December 8, 2005.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors

9/26/2023

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Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:RS: VP

Attachments

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

DATA FOR COMPROMISE SETTLEMENT

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
TRANSMITTAL 23-07-A

Amount of Aid	\$23,721.70	Account Number	102149829
Amount Paid	\$0.00	Name	Adult Male
Balance Due	\$23,721.70	Service Date	05/06/21
Compromise Amount Offered	\$900.00	Facility	LA General Medical Center
Amount to be Written Off	\$22,821.70	Service Type	Inpatient

JUSTIFICATION

The patient was treated at LA General Medical Center at a total cost of \$23,721.70. The patient has a total of \$259,954.34 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	\$1,053.12	\$1,053.12	7.02%
Other lien holders	\$229,279.52	\$7,146.88	47.65%
Los Angeles Department of Health Services (LA General MC)	\$23,721.70	\$900.00	6.00%
Net to Client (Heirs)	\$900.00	\$900.00	6.00%
Total	\$259,954.34	\$15,000.00	100.00%

DATA FOR COMPROMISE SETTLEMENT

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
TRANSMITTAL 23-07-B

Amount of Aid	\$17,525.00	Account Number	102400049
Amount Paid	0.00	Name	Adult Male
Balance Due	\$17,525.00	Service Date	06/24/22 – 08/11/22
Compromise Amount Offered	\$1,733.55	Facility	Olive-View UCLA Medical Center
Amount to be Written Off	\$15,791.45	Service Type	Inpatient

JUSTIFICATION

The patient was treated at Olive-View UCLA Medical Center at a total cost of \$17,525.00. The patient has a total of \$56,802.86 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	\$4,500.00	\$4,500.00	30.00%
Attorney Cost	\$242.23	\$242.23	1.61%
Other lien holders	\$34,535.63	\$1,685.70	11.24%
Los Angeles Department of Health Services (Olive-View UCLA MC)	\$17,525.00	\$1,733.55	11.56%
Net to Client (Heirs)	\$0.00	\$6,838.52	45.59%
Total	\$56,802.86	\$15,000.00	100.00%

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/13/2023	
BOARD MEETING DATE	9/26/2023	
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	AUTHORIZATION TO ACCEPT AND IMPLEMENT A GRANT AWARD AND FUTURE AWARDS AND/OR AMENDMENTS FROM HEALTH RESOURCES AND SERVICES ADMINISTRATION FOR THE TRANSFORMING PEDIATRICS FOR EARLY CHILDHOOD PROJECT AND TO EXECUTE A SOLE SOURCE CONTRACT WITH CHILDREN'S HOSPITAL LOS ANGELES	
PROGRAM	Children's Medical Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Children's Hospital Los Angeles (CHLA) is a joint partner and applied for the grant alongside Public Health Children's Medical Services.	
DEADLINES/ TIME CONSTRAINTS	The project period starts on September 30, 2023.	
COST & FUNDING	Total cost: \$998,975	Funding source: Health Resource and Services Administrative (HRSA) Transforming Pediatrics for Early Childhood (TPEC) Grant
	TERMS (if applicable): September 30, 2023, thru September 29, 2024 (Year 1 of the project term of 9/30/2023 thru 9/29/2027.	
	Explanation: The grant award will provide support to expand ENRICH pilot project to more communities in Los Angeles County through the execution of TPEC Early Needs Respond for Infant and Child Health – Los Angeles County (TPEC ENRICH-LAC).	
PURPOSE OF REQUEST	Public Health is responsible for the efforts in expanding ENRICH pilot project to more communities in Los Angeles County through the implementation of TPEC ENRICH-LAC. This program is an extension of the ENRICH model that has been currently implemented in the Exide-impacted area. Grant acceptance will expand the ENRICH model into multiple regions of Los Angeles County, one in each Supervisorial District,	

	and will facilitate the integration of core improvements including, but not limited to, access to support services and referral linkages for children with mild-to-moderate developmental delays.
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On March 24, 2022, HRSA released a Notice for Funding Opportunity (NFO) for TPEC (HRSA-22-141) to solicit applications from states, county governments, territories, and cities to establish resource hubs that support the placement of early childhood development (ECD) experts into pediatric practices that serve a high percentage of prenatal-to-five-year-old (P 5) populations who are eligible for Medicaid of the Children's health Insurance Program or uninsured.</p> <p>On May 22, 2022, Public Health responded to the NFO by submitting an application in response to HRSA's NFO for TPEC in partnership with CHLA to implement the expansion of ENRICH pilot project in East Los Angeles (ELA). Under the ENRICH pilot project, CHLA employs Family Partners at pediatric clinics in ELA target areas to serve as early child development experts, and individuals with lived experience to assist connecting families to early intervention and other needed services for families with children with developmental concerns, as well as basic needs under the CHLA Parent Navigator program. The Parent Navigator program is expanding to serve additional clinics and has been an integral part of the ENRICH pilot project and will continue to serve LAC communities through TPEC-ENRICH LAC.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how: Public Health's equity goals include Cultural/Linguistic Inclusivity and Healthy Neighborhoods, both of which this project addresses. CEO ARDI initiative racial equity priorities include reducing infant mortality ("improve services and systems for families by increasing the availability of and referrals between community-responsive prenatal care and peripartum programs which this project will enhance significantly in underserved communities.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: <u>Priority #2: Health Integration</u>. This program improves the health and well-being of the Los Angeles County. TPEC will allow CMS to expand the ENRICH pilot project (now TPEC-ENRICH LAC) and establish resource hubs in LAC that support the placement of ECD experts into pediatric practices to serve high proportions of prenatal-to-five-year-old (P-5) populations who are eligible for Medicaid, Children's Health Insurance Program, or who are uninsured.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Joshua Bobrowsky, Public Health Director of Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov</p> <p>Emily Issa, Senior Deputy County Counsel (213) 974-1827 eissa@counsel.lacounty.gov</p> <p>Anna Long, Public Health Director of Children's Medical Services (626) 569-6001 along@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
TEL (213) 288-8117 • FAX (213) 975-1273
www.publichealth.lacounty.gov

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

September 26, 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 IMPLEMENT A GRANT AWARD AND FUTURE
AWARDS AND/OR AMENDMENTS FROM HEALTH RESOURCES AND SERVICES
ADMINISTRATION FOR TRANSFORMING PEDIATRICS FOR EARLY CHILDHOOD
AND
TO EXECUTE A SOLE SOURCE CONTRACT WITH
CHILDREN'S HOSPITAL LOS ANGELES**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Provide authorization to accept and implement a grant award and future awards and/or amendments from the Health Resources and Services Administration for the Transforming Pediatrics for Early Childhood project for the period of September 30, 2023, through September 29, 2027, and to execute a sole source contract with Children's Hospital Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to accept Award Number 1 U9HMC49201-01-00 (Exhibit I) from Health Resources and Services Administration (HRSA), Assistance Listing Number 93.110, for

the Transforming Pediatrics for Early Childhood (TPEC) project in the amount of \$998,573 for the Year 1 budget period of September 30, 2023, through September 29, 2024, with the project term starting September 30, 2023, through September 29, 2027, subject to review and approval by County Counsel.

2. Delegate authority to the Director of Public Health, or designee, to accept future awards and/or amendments that are consistent with the requirements of the HRSA Grant referenced in Recommendation 1, that extend the funding periods at amounts to be determined by HRSA; reflect revisions to the grant award's terms and conditions to include but not be limited to the rollover of unspent funds, redirection of funds, and/or increase or decrease in funding; subject to review and approval by County Counsel and notification to your Board and the Chief Executive Office (CEO).
3. Authorize and instruct the Director of Public Health, or designee, to execute a new sole source contract, substantially similar to Exhibit II, with Children's Hospital Los Angeles (CHLA) for provision of TPEC-Early Needs Response for Infant and Child Health – Los Angeles County (TPEC-ENRICH LAC) project, effective upon date of execution through September 29, 2027, in the amount of \$612,968, 100 percent funded by HRSA funds, subject to review and approval by County Counsel.
4. Delegate authority to the Director of Public Health, or designee, to execute amendments to the sole source contract that: a) add annual funding at amounts to be determined by Public Health, based on HRSA funding availability; b) allow for the rollover of unspent funds; 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 ; and d) make corresponding service adjustments, as necessary, subject to review and approval, by County Counsel, and notification to your Board and the CEO.
5. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract that authorize modifications to, or within, budget categories and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.
6. Delegate authority to the Director of Public Health, or designee, to immediately suspend the contract upon issuing a written notice to CHLA if it fails to fully comply with program requirements; to terminate the contract for convenience by providing a 30-calendar day advance written notice to CHLA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Recommendation 1 will allow Public Health to accept Award Number 1 U9HMC49201-01-00 from HRSA TPEC to expand the ENRICH pilot project to communities in Los Angeles County (LAC). This program is an extension of the ENRICH model that is currently implemented in the Exide-impacted area. The Exide-impacted area is a 1.7 square mile Preliminary Investigation Area (PIA) in parts of East Los Angeles where residents have suffered health consequences related to the area's industry and commerce. The PIA has

shown to have increased levels of lead from unauthorized run-off from Exide Technologies through the Wiley Sanders Truck Lines, which have led to poor health outcomes in children and youth, including increased instances of developmental delays.

Grant acceptance will expand the ENRICH model into multiple regions of LAC, with affected communities within each Supervisorial District, through the implementation of TPEC-ENRICH LAC, that will facilitate the integration of core improvements including, but not limited to access to support services and referral linkages for children with mild-to-moderate developmental delays.

This grant will support Public Health's provision of TPEC-ENRICH LAC project to under-resourced and disproportionately impacted communities. The purpose of TPEC-ENRICH LAC project is to respond to a growing need for early childhood development (ECD) experts in historically underserved communities with limited access to developmental screenings and family support services in LAC. TPEC-ENRICH LAC project aims to promote care coordination, community collaboration, and address health equity. It will also provide parents, families, and caregivers with hands-on support to navigate and secure developmental resources and coaching and training on educational rights and resources.

Approval of Recommendation 2 will allow Public Health to accept future awards from HRSA and/or amendments that extend the funding periods at amounts to be determined by HRSA and reflect revisions to the award's terms and conditions to include but not be limited to the rollover of unspent funds, redirection of funds, and/or increases or decreases in funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 3 will allow Public Health to execute a sole source contract with CHLA for the implementation of TPEC-ENRICH LAC. CHLA is the current provider of ENRICH pilot project in the Exide-impacted area in LAC. The partnership with CHLA for the implementation of TPEC will allow Public Health to expand the ENRICH pilot project (now TPEC-ENRICH LAC) and establish resource hubs in LAC that support the placement of ECD experts into pediatric practices to serve high proportions of prenatal-to-five-year-old (P-5) populations who are eligible for Medicaid, Children's Health Insurance Program, or who are uninsured.

As a sole source contractor, and partner in the application to the HRSA's Notice for Funding Opportunity for TPEC, CHLA is directly responsible for recruiting, hiring, and managing the ECD experts at each of the participating pediatric practices in highly impacted communities plus clinical staff to support the implementation of TPEC-ENRICH LAC. CHLA's involvement is fundamental to the ENRICH program model, and currently provides family partner services in medical practices in the Exide-impacted area. TPEC-ENRICH LAC will expand the CHLA-run model of the current ENRICH pilot project to other areas of the LAC. CHLA will be responsible for soliciting and contracting with pediatric practices in those designated communities to carry-out the TPEC-ENRICH LAC activities in each of the regions in LAC.

Public Health's role will be as the grant administrator, coordinating grant and TPEC-ENRICH-LAC operations.

Approval of Recommendation 4 will allow Public Health to execute amendments to add funding to the contract; rollover unspent funds; increase or decrease in funding up to 10 percent above or below the annual base maximum obligation and make corresponding service adjustments, as necessary, and make other necessary modifications. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds

Approval of Recommendation 5 will allow Public Health to execute change notices to the contract that authorize budget modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions, when needed.

Approval of Recommendation 6 will allow Public Health to immediately suspend the contract if CHLA fails to perform and/or fully comply with program requirements, to terminate the contract for convenience by providing a 30-calendar day advance written termination notice to contractor.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

Public Health will accept Award Number 1 U9HMC49201-01-00 from HRSA in the amount of \$998,573 for the Year 1 budget period of September 30, 2023, through September 29, 2024, with the project term for the implementation of TPEC-ENRICH LAC running September 30, 2023, through September 29, 2027. Funds will support expenditures associated with personnel, programmatic, and contractual costs.

There is no net County cost associated with this action.

Funding is included in Public Health's Final Adopted Budget for fiscal year (FY) 2023-2024 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 24, 2022, HRSA released a Notice for Funding Opportunity (NFO) for TPEC (HRSA-22-141) to solicit applications from states, county governments, territories, and cities to establish resource hubs that support the placement of ECD experts into pediatric practices that serve a high percentage of P-5 populations who are eligible for Medicaid of the Children's Health Insurance Program or uninsured.

The Honorable Board of Supervisors

September 26, 2023

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On May 22, 2022, Public Health responded to the NFO by submitting an application in response to HRSA's NFO for TPEC in partnership with CHLA to implement the expansion of ENRICH pilot project in East Los Angeles (ELA) across all regions of LAC. Under the ENRICH pilot project, CHLA employs Family Partners at pediatric clinics in ELA target areas to serve as early child development experts, and individuals with lived experience to assist connecting families to early intervention and other needed services for families with children with developmental concerns, as well as basic needs under the CHLA Parent Navigator program. The Parent Navigator program is expanding to serve additional clinics and has been an integral part of the ENRICH pilot project and will continue to serve LAC communities through TPEC-ENRICH LAC.

On June 30, 2023, HRSA issued Award Number 1 U9HMC49201-01-00 for TPEC project, representing Year 1 of the project term of September 30, 2023, through September 29, 2027.

As required under Board Policy 5.100, Public Health notified your Board on August 2, 2023, of its intent to negotiate a sole source contract with CHLA.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to accept funds from HRSA, execute a sole source contract with CHLA, and implement TPEC-ENRICH LAC.

Respectfully submitted,

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

BF:sp
#07132

Enclosures

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



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# U9H49201
Federal Award Date: 06/30/2023

Recipient Information

1. Recipient Name
COUNTY OF LOS ANGELES
313 N Figueroa St
Los Angeles, CA 90012-2602
2. Congressional District of Recipient
34
3. Payment System Identifier (ID)
1956000927A1
4. Employer Identification Number (EIN)
956000927
5. Data Universal Numbering System (DUNS)
624882309
6. Recipient's Unique Entity Identifier
DN3NGS58SMT9
7. Project Director or Principal Investigator
Deborah Allen
Project Director
DAllen@ph.lacounty.gov
(626)293-2922
8. Authorized Official
Amber G Guerra
Project Coordinator
AGuerra@ph.lacounty.gov
(626)569-6414

Federal Agency Information

9. Awarding Agency Contact Information
Tya T Renwick
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
trenwick@hrsa.gov
(301) 594-0227
10. Program Official Contact Information
Natalie Surfus
Maternal and Child Health Bureau (MCHB)
nsurfus@hrsa.gov
(301) 443-0784

Federal Award Information

11. Award Number
1 U9HMC49201-01-00
12. Unique Federal Award Identification Number (FAIN)
U9H49201
13. Statutory Authority
42 U.S.C. § 701(a)(2)
14. Federal Award Project Title
Transforming Pediatrics for Early Childhood
15. Assistance Listing Number
93.110
16. Assistance Listing Program Title
Maternal and Child Health Federal Consolidated Programs
17. Award Action Type
New
18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/30/2023 - End Date 09/29/2024
20. Total Amount of Federal Funds Obligated by this Action \$998,573.00
 - 20a. Direct Cost Amount
 - 20b. Indirect Cost Amount
21. Authorized Carryover \$0.00
22. Offset \$0.00
23. Total Amount of Federal Funds Obligated this budget period \$998,573.00
24. Total Approved Cost Sharing or Matching, where applicable \$0.00
25. Total Federal and Non-Federal Approved this Budget Period \$998,573.00
26. Project Period Start Date 09/30/2023 - End Date 09/29/2027
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period \$998,573.00

28. Authorized Treatment of Program Income
Addition
29. Grants Management Officer – Signature
LaShawna Smith on 06/30/2023

30. Remarks

Maternal and Child Health Bureau (MCHB)

<div>31. APPROVED BUDGET: (Excludes Direct Assistance)</div> <div><input checked="" type="checkbox"/> Grant Funds Only</div> <div><input type="checkbox"/> Total project costs including grant funds and all other financial participation</div> <table><tr><td>a. Salaries and Wages:</td><td>\$0.00</td></tr><tr><td>b. Fringe Benefits:</td><td>\$0.00</td></tr><tr><td>c. Total Personnel Costs:</td><td>\$0.00</td></tr><tr><td>d. Consultant Costs:</td><td>\$0.00</td></tr><tr><td>e. Equipment:</td><td>\$0.00</td></tr><tr><td>f. Supplies:</td><td>\$0.00</td></tr><tr><td>g. Travel:</td><td>\$0.00</td></tr><tr><td>h. Construction/Alteration and Renovation:</td><td>\$0.00</td></tr><tr><td>i. Other:</td><td>\$0.00</td></tr><tr><td>j. Consortium/Contractual Costs:</td><td>\$0.00</td></tr><tr><td>k. Trainee Related Expenses:</td><td>\$0.00</td></tr><tr><td>l. Trainee Stipends:</td><td>\$0.00</td></tr><tr><td>m. Trainee Tuition and Fees:</td><td>\$0.00</td></tr><tr><td>n. Trainee Travel:</td><td>\$0.00</td></tr><tr><td>o. TOTAL DIRECT COSTS:</td><td>\$998,573.00</td></tr><tr><td>p. INDIRECT COSTS (Rate: % of S&W/TADC):</td><td>\$0.00</td></tr><tr><td>q. TOTAL APPROVED BUDGET:</td><td>\$998,573.00</td></tr><tr><td> i. Less Non-Federal Share:</td><td>\$0.00</td></tr><tr><td> ii. Federal Share:</td><td>\$998,573.00</td></tr></table>	a. Salaries and Wages:	\$0.00	b. Fringe Benefits:	\$0.00	c. Total Personnel Costs:	\$0.00	d. Consultant Costs:	\$0.00	e. Equipment:	\$0.00	f. Supplies:	\$0.00	g. Travel:	\$0.00	h. Construction/Alteration and Renovation:	\$0.00	i. Other:	\$0.00	j. Consortium/Contractual Costs:	\$0.00	k. Trainee Related Expenses:	\$0.00	l. Trainee Stipends:	\$0.00	m. Trainee Tuition and Fees:	\$0.00	n. Trainee Travel:	\$0.00	o. TOTAL DIRECT COSTS:	\$998,573.00	p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00	q. TOTAL APPROVED BUDGET:	\$998,573.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$998,573.00	<div>33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)</div> <table><tr><th>YEAR</th><th>TOTAL COSTS</th></tr><tr><td>02</td><td>\$1,000,000.00</td></tr><tr><td>03</td><td>\$1,000,000.00</td></tr><tr><td>04</td><td>\$1,000,000.00</td></tr></table> <div>34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)</div> <table><tr><td>a. Amount of Direct Assistance</td><td>\$0.00</td></tr><tr><td>b. Less Unawarded Balance of Current Year's Funds</td><td>\$0.00</td></tr><tr><td>c. Less Cumulative Prior Award(s) This Budget Period</td><td>\$0.00</td></tr><tr><td>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</td><td>\$0.00</td></tr></table> <div>35. FORMER GRANT NUMBER</div> <div>36. OBJECT CLASS 41.51</div> <div>37. BHCNIS#</div>	YEAR	TOTAL COSTS	02	\$1,000,000.00	03	\$1,000,000.00	04	\$1,000,000.00	a. Amount of Direct Assistance	\$0.00	b. Less Unawarded Balance of Current Year's Funds	\$0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$0.00	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00
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<div>32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:</div> <table><tr><td>a. Authorized Financial Assistance This Period</td><td>\$998,573.00</td></tr><tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr><tr><td> i. Additional Authority</td><td>\$0.00</td></tr><tr><td> ii. Offset</td><td>\$0.00</td></tr><tr><td>c. Unawarded Balance of Current Year's Funds</td><td>\$0.00</td></tr><tr><td>d. Less Cumulative Prior Award(s) This Budget Period</td><td>\$0.00</td></tr><tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td>\$998,573.00</td></tr></table>		a. Authorized Financial Assistance This Period	\$998,573.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Award(s) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$998,573.00																																								
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<div>38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:</div> <div>a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.</div>																																																							
<div>39. ACCOUNTING CLASSIFICATION CODES</div> <table><tr><th>FY-CAN</th><th>CFDA</th><th>DOCUMENT NUMBER</th><th>AMT. FIN. ASST.</th><th>AMT. DIR. ASST.</th><th>SUB PROGRAM CODE</th><th>SUB ACCOUNT CODE</th></tr><tr><td>23 - 3891603</td><td>93.110</td><td>23U9HMC49201</td><td>\$998,573.00</td><td>\$0.00</td><td>N/A</td><td>23U9HMC49201</td></tr></table>		FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE	23 - 3891603	93.110	23U9HMC49201	\$998,573.00	\$0.00	N/A	23U9HMC49201																																								
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HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Condition(s)

1. Due Date: Within 60 Days of Award Issue Date

Within 60 days from this Notice of Award, the recipient must submit the following revised documents, with changes from the original application clearly marked:

1. a. Project narrative for the full period of performance describing the planned activities that will advance the programmatic goals and objectives,
- b. Workplan for the full period of performance, and
- c. SF-424A Budget Form and budget narrative for the full period of performance.

2. Due Date: Within 60 Days of Budget Start Date

Within 60 days after project start date, the recipient must submit the following:

1. a. A revised performance measurement and evaluation plan, and
- b. Signed letters of agreement from initial pediatric practice partners who will integrate an early childhood development (ECD) expert.

Grant Specific Term(s)

1. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
2. This award is made in the form of a cooperative agreement, a financial assistance mechanism where substantial involvement is anticipated between HRSA and the recipient during performance of the project. Below are the expectations of involvement from HRSA and the Recipient's responsibilities.

In addition to the usual monitoring and technical assistance provided to award recipients, HRSA program involvement will include:

1. Review of and collaborative input on the activities, procedures, measures, and tools for accomplishing the goals of the cooperative agreement;
2. Review and approval of implementation plans, performance measurement and evaluation plans, and HRSA-required reports, and assistance in addressing identified challenges;
3. Review and feedback on written documents, including information and materials for the activities conducted through the cooperative agreement, before submission for publication or public dissemination;
4. Establishment of federal interagency partnerships, collaboration, and cooperation necessary to conduct the project; and
5. Assistance with the development of effective collaborations across recipient sites, other HRSA-funded award recipients, and other entities relevant for the successful completion of tasks and activities identified in the approved work plan.

The cooperative agreement recipient's responsibilities will include:

1. Completion of activities that advance the goals of the cooperative agreement, consistent with the Notice of Funding Opportunity

- (NOFO), approved application, and subsequent approved project revisions or refinement;
- 2. Ongoing, timely communication and collaboration with the federal project officer, including response to inquiries about progress, budget, and activities;
- 3. Advance notice of any publications or materials produced; allowing the opportunity for review before distribution under the auspices of the cooperative agreement; and including a funding acknowledgment on all products, as designated in the Notice of Award (NOA);
- 4. Participation in face-to-face meetings, conference calls, and site visits during the period of performance;
- 5. Assurance that all performance and progress reports or other administrative information, as designated by HRSA in the NOA or subsequent Requests for Information (RFI), will be completed and submitted on time;
- 6. Collaboration with HRSA and/or designee in program-wide technical assistance (TA), evaluation, and continuous quality improvement (CQI) efforts; and
- 7. Development and submission of updated performance measurement and evaluation plans within 60 days of the start of each project year.

Program Specific Term(s)

1.
 1. The primary goals of the program are to: 1) improve equitable access to a continuum of ECD services in pediatric patient-centered medical homes and similar settings, and 2) improve the capacity of pediatric practices and workforce to deliver high-quality ECD services that address the holistic needs of children and families. Recipients are responsible for the placement of ECD experts in multiple pediatric primary care settings within a state, territory, jurisdiction, or tribal area; pediatric practice partners must serve a high percentage of prenatal-to-5 year old (P-5) populations who are eligible for Medicaid or CHIP or are uninsured.

The cooperative agreement recipient shall abide by programmatic expectations outlined in the NOFO. This includes advancing the following objectives:

1.
 - a. Increase the number of ECD experts trained, equipped, and placed in pediatric settings serving Medicaid/CHIP-eligible or uninsured P-5 populations;
 - b. Increase the number of pediatric practices offering a continuum of ECD services that includes comprehensive early developmental health promotion/prevention, screening and surveillance, care coordination and linkage, and intervention;
 - c. Improve ECD knowledge and competencies among pediatric primary care staff; and
 - d. Identify and advance solutions to specific barriers to sustained and holistic ECD service delivery in primary care, such as policy and financing barriers, ECD workforce needs, care coordination, and service gaps.

Core areas of activity for the award include: Facilitate the placement of ECD experts into pediatric practices; Provide training, technical assistance, and implementation resources for pediatric practices; Develop a plan and partner to address policy and financing barriers, ECD workforce needs, care coordination, service gaps, and other barriers to sustained ECD services; Address health equity and the social and structural determinants of health; and Support data collection, analysis, and CQI.

2. Funds awarded to any sub-contractor, sub-recipient or recipient by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research without an assurance by the Office of Human Research Protections (OHRP) (<http://www.hhs.gov/ohrp/about/index.html>) that the studies comply with the requirements of 45 CFR Part 46 to protect Human Research subjects. This restriction applies to all collaborating sites without OHRP Approved Assurances, whether domestic or foreign; compliance must be ensured by the awardee.
3. Recipients must collaborate with the Early Childhood Developmental Health System (ECDHS): Evidence to Impact Center recipient (described in HRSA-22-091) to improve program quality, align efforts with current evidence and work of other recipients, and support program-wide evaluation.
4. As applicable, recipients must comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"). The Privacy Rule implements the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq., which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's Office of Civil Rights (OCR) and is codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to "covered entities," as defined by the rule, which include health plans and most health-care providers. (<http://www.hhs.gov/ocr/hipaa>).
5. Approximately 120 days prior to the end of the budget period, the recipient must submit a progress report narrative to HRSA annually via the Non-Competing Continuation (NCC) Renewal in the EHBs, which should address progress towards program outcomes (e.g., accomplishments, barriers, significant changes, plans for the upcoming budget year, and measures of progress as identified in Evaluation and Technical Support Capacity). Awardees will receive notification of the exact due date and guidance related to the submission via EHBs. Submission and HRSA approval of a progress report will trigger the budget period renewal and release of each subsequent year of funding.
6. In addition to DGIS measures specified in this NoA, recipients are expected to collect and report to HRSA in their annual performance

reports, progress reports, or requests for information, the following data:

- Number of pediatric practice partners with integrated ECD experts.
- Number and percentage of P–5 families (disaggregated by race/ethnicity and income level) in partner pediatric practices receiving each domain of required ECD services, including:
 - o Early developmental health and family well-being promotion and prevention services
 - o Screening and surveillance for developmental, family, and environmental concerns or risks
 - o Care coordination and linkage
 - o Targeted consultation or brief intervention
- Number of pediatric practice staff receiving training or TA to deliver high-quality ECD services, by role.
- Proportion of identified policy, financing, or workforce barriers resolved or with measureable improvement.

Failure to comply with reporting requirements may result in deferral or additional restrictions of future funding decisions.

Standard Term(s)

1. Your organization is required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, per HRSA [Standard Terms](#) (unless otherwise specified on your Notice of Award), and [Legislative Mandates](#). The effectiveness of these policies, procedures, and controls is subject to audit.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

2. **Due Date: Within 120 Days of Award Issue Date**

For the budget period of September 30, 2023 - September 30, 2024, the recipient must submit a New Competing DGIS Performance Report within 120 days from the project start date. This report includes administrative data and performance measure projections, as applicable. These forms must be completed through the HRSA Electronic Handbooks (EHBs). For subsequent budget periods, the recipients is required to submit a DGIS Performance Report annually, by the specified deadline.

The listing of administrative forms and performance measures for this program can be found here:

<https://grants4.hrsa.gov/DGISReview/ProgramManual?NOFO=HRSA-22-141&ActivityCode=U9H>.

After May 4, 2023, all DGIS performance reports will contain the updated forms that are available at

<https://mchb.hrsa.gov/sites/default/files/mchb/data-research/omb-0915-0298-dgis-measures-exp-08312025.pdf>.

This includes the following forms and measures:

- Financial Form 1 – MCH Project Budget Details for FY23
- Financial Form 6 – Maternal & Child Health Discretionary Grant
- Financial Form 7 – Discretionary Grant Project
- Technical Assistance/Collaboration Form
- Core 3
- Capacity Building (CB 1)
- Capacity Building (CB 3)
- Capacity Building (CB 4)
- Capacity Building (CB 8)
- Women's/Maternal Health (WMH 4)
- Child Health (CH 1)
- Child Health (CH 3)

Failure to comply with reporting requirements may result in deferral or additional restrictions of future funding decisions.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Amber G Guerra	Point of Contact, Authorizing Official	aguerra@ph.lacounty.gov
Deborah Allen	Program Director	dallen@ph.lacounty.gov
Alexis Deavenport-Saman	Business Official	adeavenport@chla.usc.edu

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

Contract No. PH-00XXXX



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CHILDREN'S HOSPITAL LOS ANGELES

FOR

**TRANSFORMING PEDIATRICS FOR EARLY CHILDHOOD
PROJECT - EARLY NEEDS RESPONSE FOR INFANT AND
CHILD HEALTH – LOS ANGELES COUNTY**

**DEPARTMENT OF PUBLIC HEALTH
TRANSFORMING PEDIATRICS FOR EARLY CHILDHOOD PROJECT – EARLY
NEEDS RESPONSE FOR INFANT AND CHILD HEALTH – LOS ANGELES COUNTY
CONTRACT**

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STANDARD EXHIBITS

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UNIQUE EXHIBITS

Exhibit H – Charitable Contributions Certification
Exhibit I – Notice of Federal Subaward Information
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Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
TRANSFORMING PEDIATRICS FOR EARLY CHILDHOOD PROJECT – EARLY
NEEDS RESPONSE FOR INFANT AND CHILD HEALTH – LOS ANGELES COUNTY
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 September 26, 2023, 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 a sole source contract with Contractor for Transforming Pediatrics for Early Childhood Project – Early Needs Response for Infant and Child Health – Los Angeles County 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 Transforming Pediatrics for Early Childhood Project – Early Needs Response for Infant and Child Health – Los Angeles County for compensation, as set forth herein; and

WHEREAS, County has been allocated funds from Health Resources and Administrative Services, Assistance Listing Number 93.110, of which a portion has been designated to this Contract.

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

Standard Exhibits

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

Unique Exhibits

Exhibit H – Charitable Contributions Certification
Exhibit I – Notice of Federal Subaward Information
Exhibit J – COVID 19 Vaccinations of County Contractor Personnel

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

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

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

C. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to

be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

D. Federal Award Information for this Contract is detailed in Exhibit I, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon date of execution and shall continue in full force and effect through September 29, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify Public Health's Children's Medical Services (CMS) 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 CMS at the address herein provided under the NOTICES paragraph.

5. MAXIMUM OBLIGATION OF COUNTY:

A. The maximum obligation of County for all services provided hereunder shall not exceed six hundred fourteen thousand, nine hundred seventy-five dollars (\$612,968), as set forth in Exhibit C, 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.

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 the 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 will make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Invoices must be submitted directly to Division of Children Medical Services at the address herein provided under Paragraph, NOTICES.

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 term. 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 term, 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.

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) add funding if and when additional federal or other funding is made available; 2) increase or decrease funding up to ten percent (10%) above or below the base maximum obligation; 3) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 4) 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.

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

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least 15 calendar days prior to each such review, Contractor shall provide Director with a current

update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

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

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

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of

unspent Contract funds, and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution. An amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

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

9. CONFIDENTIALITY:

A. Contractor 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor 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 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 will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified, former County employees who are on a re-employment list, 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
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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice 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 shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report

to proper authorities, a person(s) who is alleged to have committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

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

D. During the term of this Contract and for seven 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 Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and shall 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 shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

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

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

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this Contract for a minimum period of seven 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](#)
[\(lacounty.gov\)](#)

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 shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within 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, Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor 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 shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director 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 shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor 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:

A. 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.

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

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

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and, (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED

TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners,

officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

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

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation

of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

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

18E. DATA DESTRUCTION:

A. If Contractor maintains, processes, or stores 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.

18E. 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.

18F. 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.

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 shall 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 shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least 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 Children's Medical Services Division
Address Line 1
Address Line 2

Attention: Project Director

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

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

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 any subcontractor(s) 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: 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 REDUCTION: 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. The 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:

1. That 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, 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 this 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, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. Contractor 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, 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.

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 poster, Exhibit G (Safely Surrendered Baby Law) 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 shall 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 shall be subject to the rules and

regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that: (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or Contractor's employees or agents. Such repairs must 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.

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 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 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. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared pursuant to the ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities (e.g., facsimile or email), 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

55. 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.

56. 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

57. 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. 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/>.

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

59. 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.

60. PUBLIC RECORDS ACT:

A. Any documents submitted by Contractor, and 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 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 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.

61. PURCHASES:

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

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

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any Contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor 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.

67. SUBCONTRACTING:

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

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

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

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

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

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

B. Director 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.

68. 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.

69. 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 work 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.

70. 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.

71. 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 of 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.

72. 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 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 a general assignment for the benefit of creditors.

The rights and remedies of the 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.

73. 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.

74. 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.

75. 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 subcontractor(s) 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.

76. 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- A. At Contractor's sole cost, Contractor must comply with all applicable local, state, and federal laws, regulations, orders, policies and requirements that require its staff to be vaccinated against the novel coronavirus 2019 ("COVID-19). Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4.
- B. If required by any applicable local, state, or federal law, regulation, order, policy and requirement to do so, all employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), will be fully vaccinated against the COVID-19 prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- C. Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

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

E. Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or

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

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
2. Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

F. A completed Exhibit J (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

82. INJURY AND ILLNESS PREVENTION PROGRAM:

Contractor is 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

CHILDREN'S HOSPITAL LOS ANGELES
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

Revised 10-2022 – Approved by Counsel

**Transforming Pediatrics for Early Childhood
Early Needs Response for Infant and Child Health
Los Angeles County**

STATEMENT OF WORK

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1.0 INTRODUCTION

- A. Los Angeles County (LAC) is the largest county in the United States covering 4,000 square miles and 88 incorporated cities. With well over 10 million individuals in LAC, 26% of the population are prenatal-to-five-years-old (P-5), and the availability of pediatric practices providing early childhood development (ECD) services can only adequately serve roughly 13% of our children/youth. Establishing resource hubs that support the placement ECD experts into pediatric practices that serve the P-5 populations is crucial to the developmental success of LAC children/youth.

The Transforming Pediatrics for Early Childhood, Early Needs Response for Infant and Child Health in Los Angeles County (TPEC ENRICH-LAC) program responds to the growing need for ECD experts in historically underserved communities with limited access to developmental screenings and family support services. In collaboration with Children's Hospital Los Angeles (CHLA), County of Los Angeles, Department of Public Health (Public Health) will form a public-private academic partnership to serve as a resource hub that provides program structure and ECD workforce placement at strategically selected pediatric sites. TPEC ENRICH-LAC promotes care coordination, community collaboration, and addresses health equity through four primary goals:

- 1) Improve equitable access to a continuum of ECD services for underserved populations by employing one ECD expert with lived experience in each of the five pediatric practices selected in highly impacted communities.
 - 2) Improve ECD knowledge and competencies among pediatric primary care staff by providing ongoing training, technical assistance, and resources to pediatric practices, including equity, diversity, and inclusion strategies to address systemic barriers.
 - 3) Promote collaboration, capacity building and systems change by partnering with local and state-level agencies, and community partners for ECD expert recruitment and sustainability planning to continue improved access to care and enhancement in quality of life for P-5 populations and their families.
 - 4) Improve developmental health outcomes, parental stress, and caregiver knowledge and self-efficacy related to the early intervention and special education process and resources among racially/ethnically, culturally, and linguistically diverse children and families.
- B. The TPEC ENRICH-LAC leadership team pre-selected communities of need during the grant writing process. The communities of Pomona, South Los Angeles, Pacoima/Sun Valley, Wilmington/Carson, and the Antelope Valley are historically underserved and have stark lack of access to ECD services and proven disparities in various social determinants of health. Regarding known disparities in early developmental health, each of the communities: 1) Are majority Hispanic/Latino/a and/or African-American; 2) Have high rates of families living 200% below the Federal Poverty Level (FPL); 3) Have a majority of P-5 children enrolled in Medicaid or CHIP; 4) Report having P-5 children with special needs with one or more adverse

effects; and 5) Have low rates or decreased rates of special education or Individual Education Plan (IEP) enrollment.

- C. Enrolled TPEC ENRICH-LAC children and their families will have direct access to an ECD- Family Partner (FP) at select pediatric practices. This is an extension of the ENRICH program that currently serves children and their families who were affected by the environmental impact of Exide Technologies and the Wiley Sander Settlement. CHLA is a principal partner of ENRICH responsible for the oversight of ECD-FPs at clinic sites in East Los Angeles.
- D. TPEC ENRICH-LAC is an expansion of the ENRICH-model into other communities of need. Integrating an ECD-FP at each practice will transform the primary health care services offered at each selected Federally Qualified Health Center (FQHC) specializing in pediatric primary care. This program positions Public Health to be a leader in transformative ECD pediatric practices.

2.0 DEFINITIONS

- 2.1 Transforming Pediatrics for Early Childhood: A HRSA funded program to establish resource hubs that support the placement of Early Childhood Development (ECD) experts into pediatric practices that serve a high percentage of P-5 populations who are eligible for Medicaid of the Children's health Insurance Program or uninsured.
- 2.2 Early Needs Response for Infant and Child Health (ENRICH): ENRICH is a community health project funded through settlement funds awarded to the County of Los Angeles from the Wiley Sanders Truck Lines settlement and Exide Technologies environmental tragedy in parts of East Los Angeles. The revenues from the settlement have been allocated to support programmatic interventions that will enable families and providers in a 1.7 square mile East LA target area [the Preliminary Investigation Area (PIA)] to identify, respond to and advocate for children and youth who may have suffered developmental delays resulting from the environmental impact of the area's industry and commerce.
- 2.3 Early Childhood Development Expert: Person who works on the healthy development of infants, toddlers, and young children. As an ECD expert, the primary responsibilities include providing support services for children from birth to five years of age. This individual is trained or has lived experience working with early childhood development healthcare and barriers to care.
- 2.4 Ages and Stages Questionnaire (ASQ) / Survey Of Well-Being of Young Children (SWYC): Screening tools used to test and screen for the presence of a developmental delay or disability.
- 2.5 Adverse Childhood Experiences (ACEs): Adverse childhood experiences, or ACEs, are potentially traumatic events that occur in childhood (0-17 years) like experiencing or witnessing violence or death. Also included are aspects of the child's environment that can undermine their sense of safety, stability, and

bonding like substance use, instability due to parental separation or mental health challenges.

- 2.6 Continuous Quality Improvement (CQI): CQI sometimes referred to as Performance and Quality Improvement (PQI), is a process of creating an environment in which management and staff strive to create constantly improving quality programs and activities.
- 2.7 Technical Assistance (TA): Technical Assistance is the process of providing targeted support to an organization with a development need or problem, which is typically delivered over an extended period.
- 2.8 Child Health and Disability Prevention (CHDP) Program: The Child Health and Disability Prevention (CHDP) is a preventive program that delivers periodic health assessments and services to low-income children and youth in California. CHDP provides care coordination to assist families with medical appointment scheduling, transportation, and access to diagnostic and treatment services. Health assessments are provided by enrolled private physicians, local health departments, community clinics, managed care plans, and some local school districts.
- 2.9 Federally Qualified Health Center (FQHC): An FQHC is a reimbursement designation from the Bureau of Primary Health Care and the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services.
- 2.10 Institutional Review Board (IRB): The Institutional Review Board (IRB) is an administrative body established to protect the rights and welfare of human research subjects recruited to participate in research activities conducted under the auspices of the institution with which it is affiliated.

3.0 SERVICES TO BE PROVIDED:

- 3.1 CHLA is the sole contractor (Contractor) under this grant and must work alongside with Public Health to implement the TPEC ENRICH-LAC model at pediatric practices throughout the County. Under this program there are three categories for the Contractor:
 - 3.1.1 Place five ECD-FPs into five separate pediatric practices in pre-identified communities of need in LAC.
 - 3.1.2 Provide technical assistance and training/professional development for the ECD-FP and program model at each pediatric practice.
 - 3.1.3 Conduct TPEC ENRICH-LAC evaluation.

Note: Required activities can be found in Exhibit B: Scope of Work.

3.2 Category 1: Placement of Five ECD-FPs into Five Separate Pediatric Practices in Pre-identified Communities of needs in LAC.

Contractor must enter into an agreement with each pediatric practice in the pre-identified communities for ECD-FP placement. For Contractor to enter into an agreement with a pediatric practice, the partnering site must meet the following seven qualifications:

Partner site must:

- 3.2.1 Confirm that it operates in or within ½ mile of the highly impacted communities of Pomona, Wilmington/Carson, South Los Angeles, Antelope Valley, and Pacoima/Sun Valley.
- 3.2.2 Confirm that it serves at least 250-500 P-5 patients in the primary care setting, annually.
- 3.2.3 Provide verification that it is a Federally Qualified Health Center (FQHC); FQHCs are catalogued on the Department of Health and Human Services Health Resources and Services Administration (HRSA) website.
- 3.2.4 Provide written confirmation that the identified clinic sites are certified by the Child Health and Disability Prevention (CHDP) program, which can be verified through Children's Medical Services (CMS) CHDP program.
- 3.2.5 Provide written verification that developmental delay (ASQ/SWYC) and trauma (ACEs) screenings are implemented or plan to be implemented as required pediatric practice standards for all infants and children enrolled at the pediatric practices.
- 3.2.6 Supply a list of ancillary behavioral, mental, and emotional health services that it offers, if any, to enrolled clients to ensure TPEC ENRICH-LAC family navigators can refer clients to those services if needed.
- 3.2.7 Finally, the partnering site and agency must have a willingness to integrate an ECD-FP into their routine care practices and include ECD intervention and prevention strategies into patient health action plans. Partnering sites must identify a physician/provider champion to support ECD integration.

3.3. Category 2: Provide Technical Assistance and Training/Professional Development for the ECD-FP and Program Model at each Pediatric Practice.

Contractor must implement and provide ongoing training, technical assistance (TA), and educational resources to the program's partnering sites. The TA provided to partnering sites must be rooted in equity, diversity, and inclusion to increase ECD knowledge and competencies among pediatric practices and staff.

Contractor must implement, alongside Public Health, the following training events during the project's full period of performance:

- 3.3.1 Hosting community professional workshops or conferences within LAC, half or full day interdisciplinary trainings, providing continuing education (CE) credits to physicians, psychologists, social workers and nurses, presented by Public Health, CHLA, and other community partners.
- 3.3.2 Co-hosting or providing speakers at local, state, national conferences, and workshops through partnerships, using live, distance training formats. In all training events, presenters will share evidence-based screening, assessment, and intervention practices and model systems of services, in an interdisciplinary approach. Training needs are to be collected through ongoing evaluations and faculty participation on agency boards and committees will be used to define and prioritize training needs. CHLA is licensed to provide CE credits to nurses and psychologists and physicians.
- 3.3.3 Host webinars/videoconference trainings to expand program geographic reach to the underserved rural areas or more distant areas of LAC.
- 3.3.4 Providing a distance learning platform for the ECD practices.

3.4. Category 3: Conduct TPEC ENRICH-LAC Evaluation.

Contractor must implement an evaluation plan for TPEC ENRICH-LAC using evidence-based strategies that include descriptive data collection, continuous quality-improvement (CQI) process evaluation, and outcome and impact evaluation methodology. The evaluation plan must:

- 3.4.1 Be reviewed by the TPEC ENRICH-LAC community advisory board (this advisory board must include individuals with lived experiences to ensure the evaluation plan captures the needs of the community and is free from bias and discrimination).
- 3.4.2 Be submitted to the Institutional Review Board (IRB) at CHLA for review and approval.
- 3.4.3 Include process evaluation data to provide CQI feed on progress towards TPEC ENRICH-LAC goals and objectives.
- 3.4.4 Document short-term and long-term impacts of TPEC ENRICH-LAC through outcome and impact evaluation.
- 3.4.5 Collect descriptive data that describes the demographic characteristics of the P-5 population(s) TPEC ENRICH-LAC serves, as well as the provider and staff activities related to clinical and advocacy activities

4.0 QUALITY CONTROL

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

4.1 Method of monitoring to ensure that Contract requirements are being met.

- a. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 39 of the Contract, County's Quality Assurance Plan.

5.1 County Monitoring

Contract Monitoring in-person visits will occur at each site annually and desk-reviews will occur quarterly throughout the fiscal year (July 1 through June 30) to determine the completion of activities outlined in Exhibit B, Scope of Work. Documentation is required to substantiate the provision of services and reimbursements. Unsubstantiated and/or incomplete activities will be discussed and included as an area of deficiency in the Contract Discrepancy Report (CDR) as applicable. All areas of deficiency and/or technical assistance needs will require a written Plan of Corrective Action (POCA) where the Contractor must identify the steps to be taken to ensure the deficiencies do not reoccur. A POCA follow-up visit will occur in the next fiscal year.

5.2 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 service hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.3 Meetings

Contractor is required to attend regular meetings with Public Health staff and Health Resources and Services Administration (HRSA) staff as required and/or requested by Public Health and HRSA.

5.4 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 Contractor's performance.

6.0 RESPONSIBILITIES

The County's responsibilities are as follows:

COUNTY

6.1 County's Responsibilities:

The County will administer the Contract according to Paragraph 22 of the Contract (Administration of Contract) - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing amendments in accordance with Paragraph 8 of the Contract, Alterations of Term/Amendments.

CONTRACTOR

6.2 Contractor's Responsibilities:

Contractor must:

- 6.2.1 Identify one staff person to serve as the TPEC-TPEC ENRICH-LAC Clinical and Community Services Co-Director allocating a minimum of 10% of their time. *Required Qualifications:* a) Doctorate in public health or health-related field, or medical degree, b) capacity to allocate 10% of their time to project administration and oversight, and c) at least seven years of professional experience promoting family well-being, capacity-building, systems change, and collaboration with state/local agencies and providing services, training, technical assistance, developmental and social-emotional screening.
- 6.2.2 Identify one staff person to serve as the TPEC-TPEC ENRICH-LAC Evaluation Director allocating a minimum of 10% of their time. *Required Qualifications:* 1) Doctorate in public health or health-related field, b) capacity to allocate 10% of their time to evaluation plan administration and oversight, and c) at least seven years of experience in evaluation methodology.
- 6.2.3 Identify a staff person to serve as the TPEC-TPEC ENRICH-LAC CQI Director allocating at minimum 10% of their time. *Required Qualifications:* a) Doctorate in public health or health-related field, b) capacity to allocate 10% of their time to CQI programming, and c) at least seven years of professional

leadership development experience, preferably working with families and their children.

- 6.2.4 Identify five FTE staff persons to serve as the TPEC ENRICH-LAC ECD-FPs are partnering pediatric practices. Required Qualifications: a) “lived experience”: personal experience raising a child/children with developmental delays or other similar health challenges, b) preferred Spanish/English bilingual and bi-cultural, and c) completion of extensive family navigation training, provided by CHLA.
- 6.2.5 Fill any vacant budgeted position within 30 calendar days after the vacancy occurs. Approval of an exception to this requirement shall be obtained in writing from the Director.
- 6.2.6 For the purpose of the Contract, an individual who provides unpaid services to Contractor is defined as a “volunteer”.

6.3 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is Contractor's responsibility. Contractor must use materials and equipment that are safe for the environment and safe for use by employees.

6.4 Training and Meetings

- 6.4.1 Contractor is responsible for the recruitment, hiring, training, annual evaluation, and work schedules of project staff, including the maintenance of a Financial Management System (FMS) to accurately record, report, and manage funds provided.
- 6.4.3 Contractor will ensure that all its personnel providing services hereunder attend the mandatory meetings as requested by Public Health and HRSA, as well as the Advisory Board quarterly meetings as well as all other mandatory meetings and trainings as required by Public Health.

6.5 Contractor's Office

Contractor must maintain an office staffed by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.

Contractor is required to provide telephone and e-mail responses to the CMS Grants Manager or TPEC ENRICH-LAC project Director or designee Monday through Friday 8:00 a.m. to 5:00 p.m. Pacific Time.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH/DIVISION OF CHILDREN’S MEDICAL SERVICES

SCOPE OF WORK

TRANSFORMING PEDIATRICS FOR EARLY CHILDHOOD - EARLY NEEDS RESPONSE TO INFANT AND CHILD HEALTH – LOS ANGELES COUNTY

Year 1: Date of Execution – September 29, 2024

Improve equitable access to a continuum of Early Childhood Development (ECD) Family Partners (ECD-FPs) services in underserved communities by hiring, training, and placing five ECD-experts in five different pediatric sites across Los Angeles County and to provide technical expertise to each clinic in workforce capacity and ECD services.

GOALS/OBJECTIVES	ACTIVITIES/TASKS	DELIVERABLES	TIMELINE (Completed BY)
Category A: Administration of the Scope of Work for TPEC ENRICH-LAC			
1. Children’s Hospital Los Angeles (CHLA) designates staff for Transforming Pediatrics for Early Childhood (TPEC) Early Needs Response for Infant and Child Health – Los Angeles County (ENRICH LAC) implementation.	1.1 Identify a staff person to serve TPECENRICH LAC Clinical and Community Services Co-Director and allocate a minimum of 10% of their time to the project to oversee implementation of TPEC-ENRICH LAC and perform duties as outlined in this Scope of Work (SOW)	<ul style="list-style-type: none"> Staffing documentations 	<ul style="list-style-type: none"> Completed within 30 days of Contract execution; ongoing through project period of performance
	1.2 Identify a staff person to serve as the Evaluation Director for TPECENRICH LAC and allocate a minimum of 10% of their time to the project to evaluate the TPECENRICH LAC program and perform duties as outlined in this SOW.		

GOALS/OBJECTIVES	ACTIVITIES/TASKS	DELIVERABLES	TIMELINE (Completed By)
	1.3 Identify a staff person to serve as Continuous Quality Improvement (CQI) Director for – TPECENRICH LAC and allocate a minimum of 10% of their time to the project to assure quality in the TPEC ENRICH LAC program.		
2. CHLA collaborates with Public Health on contract requirements as assigned under the Contract.	<p>2.1 Coordinate and collaborate with Department of Public Health (Public Health) to develop documentation requirements that align with grant requirements and guidelines provided by Health Resources and Services Administration (HRSA).</p> <ul style="list-style-type: none"> • Work with Public Health to define initial project client numbers and services goals, interventions and modify them as necessary throughout project period of performance. <p>2.2 Collaborate with Public Health to develop and update the SOW as needed to track progress and meet the needs of CHLA, Public Health and the HRSA grant team.</p> <p>2.3 Prepare and draft year-end reporting and documenting of successes and challenges to program implementation and evaluation.</p> <p>2.4 Check-in at least quarterly with Public Health TPECENRICH LAC staff as needed to communicate program progress, activities and successes, challenges and barriers, and program milestones.</p>	<ul style="list-style-type: none"> ▪ Documented requirements provided by HRSA and Public Health ▪ Record of any amendments made to the SOW ▪ Submit year-end report ▪ Quarterly check-in summary reports 	<ul style="list-style-type: none"> ▪ Ongoing through Contract term

GOALS/OBJECTIVES	ACTIVITIES/TASKS	DELIVERABLES	TIMELINE (Completed By)
3. CHLA will complete all required fiscal management duties as assigned under this contract.	<p>3.1 Submit quarterly invoices and revise as necessary by Public Health, provide and maintain backup expense documentation.</p> <p>3.2 In collaboration with Public Health, CHLA will complete all contract reviews as required by the HRSA grant team.</p> <p>3.3 Participate in and complete all program review and/or audit/compliance review conducted by Public Health as noted in the contract.</p>	<ul style="list-style-type: none"> Quarterly invoices Completed contract reviews Completed audit/compliance reviews by Public Health 	<ul style="list-style-type: none"> Ongoing through Contract term
Category B: Implementation of the TPEC ENRICH-LAC program			
1. CHLA will enter into business agreements with pediatric practices in each of the identified underserved communities as defined in the Statement of Work.	<p>1.1 Identify five pediatric practices and enter into business agreements, subject to prior review and approval by Public Health, with each pediatric practice for placement of ECD-FPs in each of the pre-identified (see Statement of Work for selection criteria) underserved communities:</p> <ul style="list-style-type: none"> Pomona South LA Pacoima/Sun Valley Wilmington/Carson Antelope Valley 	<ul style="list-style-type: none"> Site selection and contractual documentation 	<ul style="list-style-type: none"> Completed within three months of Contract execution
2. CHLA will hire ECD experts for placement into the pediatric practices.	<p>2.1 Engage ECD-FPs who are community members with racial/ethnic, cultural, and linguistic similarities to each respective pediatric practices' community.</p>	<ul style="list-style-type: none"> Resumes and interviews 	<ul style="list-style-type: none"> Completed within three months of

GOALS/OBJECTIVES	ACTIVITIES/TASKS	DELIVERABLES	TIMELINE (Completed By)
	<p>2.2 Recruit ECD-FPs who demonstrate lived experience raising/helping raise children with developmental, behavioral and/or emotional/mental challenges.</p> <p>2.3 Recruit ECD-FPs who demonstrate lived experience working in and/or navigating early childhood health, mental, and/or behavioral health systems and resources.</p>		Contract execution
3. CHLA will embed the ECD-FPs into each identified pediatric practice.	<p>3.1 Place ECD-FPs into the pediatric practices:</p> <ul style="list-style-type: none"> ECD-FPs are trained on program design and practice electronic health records (EHR) systems and internal/external referral pathways. Pediatric practices are trained to integrate the ECD-FP as part of a primary care team and not an isolated specialty provider. 	<ul style="list-style-type: none"> ECD-FP training guidelines and curriculum 	<ul style="list-style-type: none"> Completed by 01/28/2024
4. CHLA will improve ECD knowledge and competencies among pediatric primary care clinical and staff by providing technical assistance (TA) and engaging in CQI.	<p>4.1 Develop a TA plan including but not limited to capacity training, professional development, and continuity/sustainability planning for subcontracted pediatric practices.</p> <p>4.2 Respond to TA requests as needed by the subcontracted pediatric practices.</p> <p>4.3 Collaborate with Public Health to develop a learning collaborative that provides educational and training resources to pediatric practices.</p>	<ul style="list-style-type: none"> Training curriculum Completed TA requests Learning collaborative materials 	<ul style="list-style-type: none"> Ongoing through Contract term

GOALS/OBJECTIVES	ACTIVITIES/TASKS	DELIVERABLES	TIMELINE (Completed By)
5. CHLA will collaborate with Public Health to promote collaboration, capacity building and systems change for the ECD service continuum.	<p>5.1 Alongside Public Health, CHLA will serve on local, regional, and national committees, tasks forces, advisory boards that are Maternal/Child Health (MCH)- and/or early intervention-related.</p> <p>5.2 Participate in sustainability planning committee meetings alongside Public Health.</p> <p>5.3 With Public Health, CHLA will identify key barriers that inhibit sustained spread and scale of ECD services in target pediatric settings, such as workforce needs, care coordination and service gaps.</p> <p>5.4 Work with Public Health to partner with health system payers, especially Medicaid and Children's Health Insurance Program to maintain awareness of relevant policy and financing efforts in the State of California and Los Angeles County.</p> <ul style="list-style-type: none"> Assist in the development and implementation of a sustainable financing plan for ECD integration efforts alongside Public Health. 	<ul style="list-style-type: none"> Participation on MCH and/or early intervention related committees Attend and participate in sustainability planning meetings Key barrier record Participation in relevant meetings with health payers and related agencies 	<ul style="list-style-type: none"> Ongoing through Contract term
6. CHLA will oversee the implementation of ECD-FPs into pediatric practices to improve developmental health outcomes, reduce parental stress, and improve	6.1 Implement developmental and social-emotion (SE) screenings using the Ages and Stages Questionnaire (ASQ) and/or the Survey of Well-being of Young Children (SWYC) at each subcontracted pediatric practice.	<ul style="list-style-type: none"> Document screenings in each practice EHR (250 children per program year (1,000 total)) 	<ul style="list-style-type: none"> Ongoing through Contract term

GOALS/OBJECTIVES	ACTIVITIES/TASKS	DELIVERABLES	TIMELINE (Completed By)
caregiver knowledge and self-efficacy related to the special education process among families.	6.2 Oversee the implementation of parenting/ caregiver stress and depression surveys at each pediatric practice.	<ul style="list-style-type: none"> Document parents/caregivers screenings (250 parents per program year (1,000 total)) 	
	6.3 Oversee efforts to measure parent knowledge and confidence related to early childhood and special education systems with enrolled ENRICH-LAC families at each pediatric practice.	<ul style="list-style-type: none"> Parents/caregivers knowledge surveys (250 parents per program year (1,000 total)) 	
7. CHLA will conduct a TPEC-ENRICH LAC evaluation.	7.1 Collaborate with Public Health to develop a final performance measurement and evaluation plan to measure program objectives, goals, and progress: <ul style="list-style-type: none"> Evaluation plan is to be reviewed by the TPEC-ENRICH LAC community advisory board. Submit evaluation plan to the Institutional Review Board (IRB). 	<ul style="list-style-type: none"> Final performance measurement and evaluation plan 	<ul style="list-style-type: none"> Completed by 11/29/2023
	7.2 The CHLA Evaluation Director and CQI Director work congruently on the oversight of all data collection and analysis including creating and providing updates to the data management plan (DMP)	<ul style="list-style-type: none"> Data Management Plan 	<ul style="list-style-type: none"> Ongoing through Contract term
	7.3 Provide quarterly reports and continuous feedback to Public Health on progress towards goals and objectives.	<ul style="list-style-type: none"> Data updates included on quarterly reports to Public Health 	

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF CHILDREN'S MEDICAL SERVICES
TRANSFORMING PEDIATRICS FOR EARLY CHILDHOOD -
EARLY NEEDS RESPONSE TO INFANT AND CHILD HEALTH –
LOS ANGELES COUNTY

BUDGET

CONTRACTOR: CHILDREN'S HOSPITAL LOS ANGELES

YEAR: 9/30/2023 - 9/29/2024

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
SALARIES	\$ 343,980
EMPLOYEE BENEFITS	\$ 80,978
OPERATING EXPENSES	\$ -
SUPPLIES	\$ -
EQUIPMENT	\$ 12,885
TRAVEL & MILEAGE	\$ -
OTHER COSTS	\$ -
INDIRECT COSTS	\$ 175,125
TOTAL ANNUAL BUDGET	\$ 612,968

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 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.

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.

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ANY TIME.

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SAFELY SURRENDER
YOUR BABY.



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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)



County of Los Angeles

Notice of Federal Subaward Information

Recipient Information (i)

1. Recipient Name
2. Vendor Customer Code (VCC)
3. Employer Identification Number (EIN)
4. Recipient's Unique Entity Identifier (ii)
Data Universal Numbering System (DUNS)
(www.SAM.gov)
5. Award Project Title
6. Project Director or Principal Investigator
Name:
Title:
Address:

E-mail:
7. Authorized Official
Name:
Title:
Address:

E-mail:

County Department Information (xi)

8. County Department Contact Information
Name:
Title:
Address:

E-mail:
9. Program Official Contact Information
Name:
Title:
Address:

E-mail:

Federal Award Information (www.usaspending.gov)

10. Federal Award Number (1)
11. Federal Award Date (iv)
12. Unique Federal Award Identification Number (FAIN) (iii)
13. Name of Federal Awarding Agency (xi)
14. Federal Award Project Title (x)
15. Assistance Listing Number (xii)
16. Assistance Listing Program Title (xii)
17. Is this Award R&D? (xiii)

Summary Federal Subaward Financial Information

18. Budget Period Start Date (vi):	End Date:
19. Total Amount of Federal Funds Obligated by this Action (vii)	\$
20a. Direct Cost Amount	\$
20b. Indirect Cost Amount (xiv)	\$
20. Authorized Carryover	\$
21. Offset	\$
22. Total Amount of Federal Funds Obligated this Budget Period (viii)	\$
23. Total Approved Cost Sharing or Matching, where applicable	\$
24. Total Federal and Non-Federal Approved this Budget Period (ix)	\$
25. Projected Performance Period Start Date (v):	End Date:
26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$

27. Authorized Treatment of Program Income
28. County Program Officer Signature

Name:
Title:

Signature/Date

29. Remarks

Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor's compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the "Ordinance"). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, _____, on behalf of _____, (the
"Subrecipient"), certify that on County Contract Select One _____

☐ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
☐ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/13/2023	
BOARD MEETING DATE	9/26/2023	
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	AUTHORIZATION TO ACCEPT GRANT AGREEMENT NUMBER 23-10322 AND FUTURE AGREEMENTS AND/OR AMENDMENTS FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH TO SUPPORT THE CALFRESH HEALTHY LIVING PROGRAM	
PROGRAM	CHRONIC DISEASE AND INJURY PREVENTION SERVICES (CDIP)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$51,676,361	Funding source: California Department of Public Health (CDPH), pass through from United States Department of Agriculture (USDA). There is no net County cost associated with this action.
	TERMS (if applicable): October 1, 2023, through September 30, 2026.	
	Explanation:	
PURPOSE OF REQUEST	Authorization to accept and implement Grant Agreement from USDA-funded CalFresh Healthy Living program (CFHL) and future agreements and/or amendments for the period of October 1, 2023, through September 30, 2026.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Since 2005, Public Health has accepted USDA funding through CDPH to encourage low-income Californians to increase consumption of fruits and vegetables and increase levels of physical activity with the goal of preventing obesity and other diet-related chronic diseases.</p> <p>On November 30, 2022, CDPH's Nutrition Education and Obesity Prevention Branch released a funding opportunity to solicit applications for a three-year grant period from October 1, 2023, to September 30, 2026, from all Local Health Departments to provide SNAP-Ed nutrition education and obesity prevention activities and interventions for low-income Californians. In response to this funding opportunity, Public Health submitted an application on April 21, 2023.</p> <p>CDPH supported Public Health's application and issued Grant Number 23-10322 on June 26, 2023.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The recommended action supports Strategy II.2 – Support the Wellness of our Communities and Board Priority #9: Poverty Alleviation Initiative by drafting a set of policy recommendations for closing the racial and gender wealth gaps.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: DPH Director Government Affairs, (213) 288-7871, jbobrowsky@ph.lacounty.gov Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 974-1751 CKirkwood@counsel.lacounty.gov Tony Kuo, MD, MSHS, Director, Division of Chronic Disease and Injury Prevention (213) 351-7341, tkuo@ph.lacounty.gov



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

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

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

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

www.publichealth.lacounty.gov

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

September 26, 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 GRANT AGREEMENT NUMBER 23-10322 AND
FUTURE AGREEMENTS AND/OR AMENDMENTS FROM THE CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH TO SUPPORT
THE CALFRESH HEALTHY LIVING PROGRAM
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Provide authorization to accept and implement a Grant Agreement from the California Department of Public Health and future agreements and/or amendments to support the CalFresh Healthy Living Program for the period of October 1, 2023, through September 30, 2026.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of the Department of Public Health (Public Health), or designee, to accept and sign Grant Agreement (Grant) Number 23-10322 (Exhibit I), from the California Department of Public Health (CDPH), in the amount of \$51,676,361 in United States Department of Agriculture (USDA) funding, Assistance Listing Number 10.561, to support CDPH's CalFresh Healthy Living (CFHL) program, for the grant period of October 1, 2023, through September 30, 2026. The Grant requires the County to indemnify the State for all claims and losses related to the Grant. This is a standard requirement of the State.
2. Delegate authority to the Director of Public Health, or designee, to accept future agreements and/or amendments that are consistent with the requirements of the CDPH Grant referenced above that extend the term at amounts to be determined by

CDPH; and/or provide an increase or decrease in funding, subject to review and approval by County Counsel, review by the Chief Executive Office (CEO) Risk Management as needed, and notification to your Board and the CEO, which may include significant contractual provisions required by the State that depart from standard Board-approved language, including insurance and indemnification.

3. Delegate authority to the Director of Public Health, or designee, to accept future amendments that are consistent with the requirements of the CDPH Grant referenced above that reflect non-material and/or ministerial revisions to the award's terms and conditions and allow for the rollover of unspent funds and/or redirection of funds, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Recommendation 1 will allow Public Health to accept Grant Number 23-10322 from CDPH to support Public Health's continued implementation of the Supplemental Nutrition Assistance Program - Education (SNAP-Ed), known in California as CFHL program. The purpose of the CFHL program is to provide nutrition education and obesity prevention activities and interventions for low-income Californians. The focus of the CHFL program is a proactive public health approach on individual and organizational health promotion to help the CFHL target audience establish: 1) healthy eating habits, 2) physically active lifestyle, and 3) early prevention of chronic diseases. The CFHL program in California offers a comprehensive public health approach that enables partners and/or providers to work together to serve California's individuals and families with low incomes to prevent obesity. The target audience for CFHL are eligible Californians with low income, who are qualified for SNAP (known as CalFresh Food in California) benefits, or other means-tested federal assistance programs.

"Means-tested federal assistance programs" are federal programs that require the populations they serve have a gross individual or family income at or below 185 percent of the Federal Poverty Level. There may be additional eligibility requirements to receive these programs, which provide cash and non-cash assistance to eligible individuals and families.

Approval of Recommendation 2 will allow Public Health to accept future agreements and/or amendments that are consistent with the requirements of the CDPH Grant to extend the term at amounts to be determined by CDPH; and/or provide an 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.

Approval of Recommendation 3 will allow Public Health to accept future amendments that are consistent with the requirements of the CDPH Grant to reflect non-material and/or

ministerial revisions to the award's terms and conditions and roll over unspent funds and/or redirect funds.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

Public Health will accept Grant Number 23-10322 from CDPH for the period of October 1, 2023, through September 30, 2026, in the amount of \$51,676,361 in USDA funding passed through CDPH. Funding will support Public Health's administrative and operational expenses and contractual services for implementing CFHL.

There is no net County cost associated with this action.

Funding for the Grant is included in Public Health's fiscal year (FY) 2023-24 Final Adopted Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 2005, Public Health has accepted USDA funding through CDPH to encourage low-income Californians to increase consumption of fruits and vegetables and increase levels of physical activity with the goal of preventing obesity and other diet-related chronic diseases.

On November 30, 2022, CDPH's Nutrition Education and Obesity Prevention Branch released a funding opportunity to solicit applications for a three-year grant period from October 1, 2023, to September 30, 2026, from all Local Health Departments to provide SNAP-Ed nutrition education and obesity prevention activities and interventions for low-income Californians. In response to this funding opportunity, Public Health submitted an application on April 21, 2023.

CDPH approved Public Health's application and issued Grant Number 23-10322 on June 26, 2023.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue to provide nutrition education and obesity prevention activities and interventions and increase food

The Honorable Board of Supervisors
September 26, 2023
Page 4

security and reduce the prevalence of diet related chronic diseases among low-income individuals and families in Los Angeles County.

Respectfully submitted,

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

BF:im
#07144

Enclosures

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

***NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM-EDUCATION***

Awarded By
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO
County of Los Angeles, hereinafter “Grantee”

Implementing the “CalFresh Healthy Living Program,” hereinafter “Project”

GRANT AGREEMENT NUMBER 23–10322

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project [Health and Safety Code \(HSC\), Section 131085\(a\)\(b\)](#)

PURPOSE: The Department administers a portion of the United States Department of Agriculture (USDA)-funded Supplemental Nutrition Assistance Program – Education (SNAP-Ed), known in California as the CalFresh Healthy Living program (CFHL). The purpose of the Grant is to provide allowable nutrition education and obesity prevention activities and interventions for low-income Californians under the CFHL program. The negative health effects of obesity and resulting chronic diseases, such as heart disease, high blood pressure, diabetes, arthritis, and some forms of cancer, are well-documented. Obesity rates continue to grow and remain high among children, adolescents, and adults. The focus of the project is upstream public health approaches and individual and organizational health promotion to help the CFHL target audience establish healthy eating habits, a physically active lifestyle, and for primary prevention of disease. The CalFresh Healthy Living program in California offers a comprehensive public health approach that enables partners to work together to prevent obesity and serve California’s individuals and families with low incomes. The target audience for CFHL is CFHL-eligible Californians. CFHL-eligible individuals refers to the SNAP-Ed eligible audience, specifically SNAP participants and other low-income individuals who qualify for SNAP (CalFresh Food) benefits or other means-tested Federal assistance programs. The term “means-tested Federal Assistance programs” is defined as Federal programs that require the populations they serve have a gross individual or family income at or below 185 percent of the Federal Poverty Level. There may be additional eligibility requirements to receive these programs, which provide cash and noncash assistance to eligible individuals and families.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of [\$ 51,676,361.00]. The total budget authority for this grant includes an additional 20 percent above the FFY 2024-2026 funding allocation projections. This additional amount provides flexibility for budget allocations and minimizes the administrative burden in the event additional funds become available and are awarded to the Grantee. The maximum amount of this grant does not guarantee that the Grantee will receive this full amount. Funds awarded above the base funding allocation projection amount are contingent upon available funds.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on October 1, 2023 and terminates on September 30, 2026. No funds may be requested or invoiced for services performed or costs incurred after September 30, 2026.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Los Angeles
Name: Kimmy Casjens	Name: Dipa Shah, Director
Address: 1616 Capitol Avenue	Address: 3530 Wilshire Blvd, 8 th Floor
Sacramento, CA 95814	Los Angeles, CA 90010
Phone: 916-449-5456	Phone: 213-351-7875
E-mail: Kimmy.casjens@cdph.ca.gov	E-mail: dshah@ph.lacounty.gov

Direct all inquiries to the following representatives:

California Department of Public Health, Project Officer]	Grantee: County of Los Angeles
Attention: Nestor Martinez	Attention: Dipa Shah
Address: 1616 Capitol Avenue	Address: 3530 Wilshire Blvd, 8 th Floor
Sacramento, CA 95814	Los Angeles, CA 90010
Phone: 619-688-0180	Phone: 213-3561-7875
E-mail: nestor.martinez@cdph.ca.gov	E-mail: dshah@ph.lacounty.gov

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Los Angeles
Attention: Noelene Kao
Address: 5555 Ferguson Dr. Suite 100-50, Commerce, CA 90022
Phone: 323-914-8671
E-mail: nkao@ph.lacounty.gov

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement, which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

- Exhibit A | GRANT APPLICATION FORMS (Response from applicant)
- Exhibit B | BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C | STANDARD GRANT CONDITIONS
- Exhibit D | FEDERAL FISCAL YEAR 2024-2026 FUNDING APPLICATION PACKAGE –
Including all the requirements and attachments contained therein
- Exhibit E | ADDITIONAL PROVISIONS
- Exhibit F | FEDERAL TERMS AND CONDITIONS |

GRANTEE REPRESENTATIONS: The Grantee(s) accepts all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee’s to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____
Barbara Ferrer, Director
County of Los Angeles Department of Public Health
313 N. Figueroa Street
Los Angeles, CA 90012

Date: _____
Maksim Lyulkin, Chief
Fiscal Services Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Exhibit AA
California Department of Public Health

CalFresh Healthy Living (CFHL) Funding Application

Federal Fiscal Years 2024 – 2026 (October 1, 2023 – September 30, 2026)

Submit this form by 4:00 pm December 30, 2022 to:

Email: neopbfiscalrequest@cdph.ca.gov

Attn: Ashley Nubla

CDPH CalFresh Healthy Living

Please include your county/agency name and "Letter of Intent" in the subject line of your email.

Please complete the fields below for your Agency:

Project Representative: Dipa Shah

Title: Program Director

Agency: County of Los Angeles Department of Public Health

Address: 3530 Wilshire Blvd., 8th Floor, Los Angeles, CA 90010

Telephone: (213) 351-7875

Email: dshah@ph.lacounty.gov

Please check the appropriate box that applies to your Agency:

	Question	Check Box
1.	Our Agency intends to participate in the CFHL program for FFY24-26	<input checked="" type="checkbox"/>
2.	Our Agency intends to participate in the CFHL program for FFY24-26 and designate the following agency to participate on our behalf:	<input type="checkbox"/>
3.	Our Agency does not intend to participate in the CFHL program for FFY24-26	<input type="checkbox"/>
4.	Other, please explain:	<input type="checkbox"/>

**Please check the appropriate box(es) that applies to your funding allocation.
Check/complete only one box for each row.**

	FFY	FFY 2023 Allocation	FFY 2024 Allocation	Other amount between FFY 23 and 24 allocations (specify amount below)
1.	For FFY 2024, our Agency accepts and intends to use the following award selection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.	For FFY 2025, our Agency accepts and intends to use the following award selection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	For FFY 2026, our Agency accepts and intends to use the following award selection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

NOTE: Funding allocations are projections and are contingent upon the funding amount CDPH receives each year. Local health departments or their designee are expected to spend 90 percent of their funding allocation each year.

Please complete the fields below in order to expedite processing of your State agreement:

	Question	Answer
1.	Does your Agency require a board resolution for a new contract?	Yes
2.	When are your scheduled board meeting dates between February and September 2023?	2/7, 2/28, 3/7, 3/21, 4/4, 4/18, 5/2, 5/16, 6/6, 6/27, 7/11, 7/25, 8/8, 9/12 and 9/26
3.	Does your Agency require the contract be in hand to get on the Agenda?	Yes
4.	When do you need the contract? (i.e., two weeks before, one month before, etc.)	4-6 weeks before agenda date

By signing below, your Agency agrees to prepare the required contract documents for this funding application.



Signature of Project Director or Designee

12/23/2022

Date

Printed Name: Dipa Shah

FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Complete and submit the Programmatic Projections Form to CDPH CFHL by email to both your Project Officer and neopbfiscalrequest@cdph.ca.gov by January 31, 2023. Please include your county name and "Programmatic Projections Form" in the subject line of your email.

County Name:	Los Angeles
Funded amount: (Based on FFY 2024 CDPH CFHL LHD Funding Projections)	\$14,354,545
Grant #: (To be completed by CDPH CFHL)	

Complete the following tables based on the CDPH CFHL LHD Funding Tiers found in the CDPH CFHL Federal Fiscal Year 2024-2026 Funding Application Package (Table 1), and based on the CFHL Integrated Work Plan (IWP) Blueprint Packet Settings and Strategies table.

Funding Tier	Total number of Settings selected	Total number of PSE Strategies selected	Total number of PSE Levels selected
5	5	5	3

Required Priority PSE Setting(s) :	LEARN Schools (K12)
PSE Strategy name(s):	Behavioral Economics, Access to Healthy Food
PSE Level(s):	Individual site (level 1); community (level 3)

Name of 2nd Setting (if applicable):	LEARN Early Childcare and Education Facilities
PSE Strategy name(s):	Behavioral Economics, Daily Quality Physical Activity, Access to Healthy Food
PSE Level(s):	Individual site (level 1); organization (level 2)

FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Name of 3rd Setting (if applicable):	LIVE Health Care Clinics and Hospitals
PSE Strategy name(s):	Behavioral Economics, Access to Healthy Food
PSE Level(s):	Individual site (level 1)

Name of 4th Setting (if applicable):	SHOP Food Assistance Sites, Food Banks, and Food Pantries
PSE Strategy name(s):	Comprehensive: Nutrition Standards, Behavioral Economics, Access to Healthy Food
PSE Level(s):	Individual site (level 1)

Name of 5th Setting (if applicable):	PLAY Parks and Open Spaces
PSE Strategy name(s):	Access to Physical Activity Opportunities; Access to Healthy Food
PSE Level(s):	Individual site (level 1)

[illegible]

**California Department of Public Health
CalFresh Healthy Living
Grantee Information Form**

Organization	This is the information that will appear on your grant agreement cover.	
	Federal Tax ID # 95-6000927	Contract/Grant # _____
	Name County of Los Angeles Department of Public Health	
	Mailing Address 3530 Wilshire Blvd., 8th Floor, Los Angeles, CA 90010	
	Street Address (If Different) _____	
	County Los Angeles	
	Phone _____ Fax _____	
Website http://publichealth.lacounty.gov		
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.	
	Name Barbara Ferrer	
	Title Director, County of Los Angeles Department of Public Health	
	If address is the same as above, check this box <input checked="" type="checkbox"/>	
	Mailing Address 313 N. Figueroa Street, Los Angeles, CA 90012	
	Street Address (If Different) _____	
	Phone (213) 240-8117 Fax _____	
Email bferrer@ph.lacounty.gov		
Project Director	The Project Director is responsible for the day-to-day activities of project implementation and seeing that all grant requirements are met. This person will be in contact with State CFHL staff, will receive all programmatic and budgetary information for the project, and will be responsible for the proper dissemination of program information.	
	Name Dipa Shah	
	Title Director, Nutrition and Physical Activity Program	
	If address is the same as above, check this box <input type="checkbox"/>	
	Mailing Address 3530 Wilshire Blvd., 8th Floor, Los Angeles, CA 90010	
	Street Address (If Different) _____	
	Phone (213) 351-7875 Fax _____	
Email dshah@ph.lacounty.gov		

**California Department of Public Health
CalFresh Healthy Living
Grantee Information Form**

Fiscal Contact	The <i>Fiscal Contact</i> prepares invoices, maintains fiscal documentation, serves as the primary contact for all related questions, and has signature authority for invoices and all fiscal documentation. All payments are sent to the attention of this person at the designated address.		
	Name	Noelene Kao	
	Title	Grant Manager	
	<i>If address is the same as above, check this box</i> <input type="checkbox"/>		
	Mailing Address	5555 Ferguson Dr. Suite 100-50, Commerce, CA 90022	
	Street Address (If Different)		
	Phone	(323) 914-8671	Fax
Other Contact	Email nkao@ph.lacounty.gov		
	Contact description:		
	Name		
	Title		
	<i>If address is the same as above, check this box</i> <input type="checkbox"/>		
	Mailing Address		
	Street Address (If Different)		
Phone		Fax	
Other Contact	Email		

**California Department of Public Health
CalFresh Healthy Living
Non-Disparagement Certification and Agreement not to distribute
Manufacturer's or Store (cents off) Coupons**

We certify that County of Los Angeles Department of Public Health will not use nutrition education materials, resources and/or curriculum in our Supplemental Nutrition Assistance Program Education (SNAP-Ed) interventions that have messages that convey negative written, visual or verbal expressions about any specific brand of food, beverage, or commodity or that are not consistent with the latest version of the *Dietary Guidelines for Americans*. Such messaging about specific brands is not an acceptable part of the FFY 2023 SNAP-Ed Plan Guidance, pg. 10. We also agree not to distribute manufacturer's or store (cents off) coupons during SNAP-Ed classes or events as per the FFY 2023 SNAP-Ed Plan Guidance, pg. 106.

☐ By checking this box, you are certifying that the Non-Disparagement Certification and Agreement not to distribute Manufacturer's or Store (cents off) Coupons is not applicable to your Agency.

Certified By:

Dipa Shah, Director, Nutrition and Physical Activity Program

CFHL Project Director Name & Title



CFHL Project Director Signature

1/31/2023

Date

Tony Kuo, Director, Chronic Disease and Injury Prevention Division

Supervisor Name & Title

County of Los Angeles Department of Public Health

Agency Name

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application / Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Kimmy Casjens, Contract Manager
California Department of Public Health
Nutrition Education and Obesity Prevention Branch
neopbfiscalrequest@cdph.ca.gov

C. Invoices shall:

- 1) Be submitted no more than thirty (30) calendar days following the last day of the reporting period, with a fifteen (15)-day grace period (45 days total).
- 2) Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 3) Bear the Grantee's name as shown on the Grant.
- 4) Identify the billing and/or performance period covered by the invoice.
- 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant amount is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

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

4. Amounts Payable

- A.** The amounts payable under this Grant shall not exceed \$51,676,361.00.
- B.** Payment Allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and / or goods are received.

5. Timely Submission of Final Invoice

- A.** A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant 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 Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

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

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, 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 this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee 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 project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

**California Department of Public Health
CalFresh Healthy Living
Federal Fiscal Year 2024-2026 Funding Allocation Projections**

Health Jurisdiction	Proportional Share of SNAP-Ed Eligible Population	Proposed FFY 2024 Allocation	Current (FFY 23) Allocation
Alameda County	2.60%	\$1,372,554	\$1,343,654
Alpine County	0.00%	\$162,390	\$150,000
Amador County	0.07%	\$162,390	\$150,000
Berkeley City, CA	0.28%	\$162,390	\$161,207
Butte County	0.75%	\$392,781	\$347,529
Calaveras County	0.12%	\$162,390	\$150,000
Colusa County	0.07%	\$162,390	\$150,000
Contra Costa County	1.92%	\$1,011,499	\$940,191
Del Norte County	0.09%	\$162,390	\$150,000
El Dorado County	0.32%	\$170,157	\$159,375
Fresno County	3.77%	\$1,985,980	\$1,786,482
Glenn County	0.09%	\$162,390	\$150,000
Humboldt County	0.48%	\$250,906	\$215,058
Imperial County	0.72%	\$377,760	\$309,894
Inyo County	0.04%	\$162,390	\$150,000
Kern County	3.46%	\$1,824,793	\$1,491,998
Kings County	0.49%	\$257,505	\$237,633
Lake County	0.22%	\$162,390	\$150,000
Lassen County	0.06%	\$162,390	\$150,000
Long Beach, CA	1.41%	\$859,392	\$859,392
Los Angeles County	27.23%	\$14,354,545	\$13,274,899
Madera County	0.55%	\$290,376	\$265,759
Marin County	0.37%	\$197,604	\$168,639
Mariposa County	0.05%	\$162,390	\$150,000
Mendocino County	0.29%	\$162,390	\$150,000
Merced County	1.03%	\$544,147	\$506,249
Modoc County	0.03%	\$162,390	\$150,000
Mono County	0.03%	\$162,390	\$150,000
Monterey County	1.20%	\$632,467	\$619,343
Napa County	0.24%	\$162,390	\$150,000
Nevada County	0.22%	\$162,390	\$150,000
Orange County	6.66%	\$3,512,769	\$3,275,088
Pasadena, CA	0.35%	\$249,595	\$249,595
Placer County	0.55%	\$291,613	\$276,519
Plumas County	0.05%	\$162,390	\$150,000
Riverside County	6.67%	\$3,516,677	\$3,163,407
Sacramento County	4.19%	\$2,207,438	\$1,984,699
San Benito County	0.13%	\$162,390	\$150,000
San Bernardino County	6.56%	\$3,458,078	\$3,123,272
San Diego County	7.44%	\$3,920,698	\$3,704,059
San Francisco County	1.59%	\$836,772	\$803,720
San Joaquin County	2.15%	\$1,133,937	\$1,039,164
San Luis Obispo County	0.58%	\$304,777	\$288,215
San Mateo County	1.02%	\$536,346	\$533,403
Santa Barbara County	1.18%	\$623,150	\$562,655
Santa Clara County	2.75%	\$1,464,508	\$1,464,508
Santa Cruz County	0.60%	\$316,785	\$305,640
Shasta County	0.53%	\$279,218	\$254,495
Sierra County	0.00%	\$162,390	\$0
Siskiyou County	0.15%	\$162,390	\$150,000
Solano County	0.83%	\$437,254	\$399,000
Sonoma County	0.91%	\$509,427	\$509,427
Stanislaus County	1.70%	\$895,208	\$814,595
Sutter County	0.29%	\$162,390	\$150,000
Tehama County	0.23%	\$162,390	\$150,000
Trinity County	0.05%	\$162,390	\$150,000
Tulare County	1.93%	\$1,018,959	\$918,742
Tuolumne County	0.11%	\$162,390	\$150,000
Ventura County	1.73%	\$912,824	\$819,273
Yolo County	0.62%	\$328,524	\$283,399
Yuba County	0.24%	\$162,390	\$150,000

FFY 2024-2026 CDPH CFHL Local Health Department Programmatic Priorities Guidance for Grant Deliverables and Work Plan Development

FFY 2024-2026 FAP Attachment 5

Introduction

The Nutrition Education and Obesity Prevention Branch (NEOPB) of the California Department of Public Health (CDPH) serves California through statewide, regional, and local partnerships, programs, and policy initiatives to promote healthy eating, physical activity, and nutrition security with an emphasis on communities with the greatest health disparities. NEOPB's vision is "well-nourished, physically active Californians living in healthy communities." All NEOPB activities aim to fulfill the Branch mission and vision, and programmatic priorities are derived from these values.

CDPH is one of several organizations in California that receive grant funding for nutrition education and obesity prevention efforts from the United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program-Education (SNAP-Ed). SNAP-Ed is known as CalFresh Healthy Living (CFHL) in California, and CDPH identifies as CDPH CFHL for the purposes of implementing this program. CFHL aims to reduce the prevalence of overweight and obesity among California's SNAP-Ed eligible individuals through educational strategies, and multi-level organizational and community-wide public health approaches that support healthy behaviors at multiple socioeconomic levels of influence. CDPH CFHL issues this funding to Local Implementing Agencies (LIAs) for SNAP-Ed service delivery through Local Health Departments (LHDs) or their designees.

During Federal Fiscal Years (FFY) 2024-2026, CDPH CFHL supported work will aim to create change at the individual, organizational and community levels. This work will focus on specific programmatic priorities, strategies, and settings to increase the reach and impact of CFHL in California. To facilitate a focused approach, the local FFY 2024-2026 Integrated Work Plan (IWP) will consist of a set menu of options—titled the IWP Blueprint Packet—that will define the allowable CFHL work at the local level. This menu of options will include a list of allowable settings for specific Policy, Systems, and Environmental Change (PSE) strategies with specified sub-strategies. There will be required core and optional complementary sub-strategies that support each of the broader PSE Strategies. Each sub-strategy selected will have a defined activity table with appropriate activities for each selected PSE strategy. LIAs will be able to specify which activities are appropriate for their work given their capacity and program progression to date. Direct and Indirect Education activities, along with others, will be reflected in the PSE sub-strategy activity tables. The LIAs will also add integrated local projection numbers for their work with participants and partners to local three-year objectives, shared statewide, tied to priority CFHL work. These include objectives for community engagement, sustainability, direct education, and partnership and coalition work. More information on the FFY 2024-2026 IWP Blueprint will be released in

December 2022 by the CFHL lead State Implementing Agency (SIA), the California Department of Social Services (CDSS).

The statewide CFHL program requires each county (or city in some cases, referred to as an IWP jurisdiction) to submit an IWP that incorporates the work of all CFHL-funded Local Implementing Agencies, including the CDPH CFHL-funded LHDs, in one complete projected work plan. The IWPs include two sections: Section A, which establishes local need, priorities, partnerships and a narrative justification and explanation of the plan. Section B can be developed using the current CFHL IWP Blueprint Packet, which includes a menu of available PSE Strategies and Sub-strategies and their applicable PSE Settings, and the CalFresh Healthy Living Integrated Curricula List to establish Direct Education plans. CDPH CFHL-funded LHDs must follow the IWP Blueprint Packet guidance to determine which Sub-strategies are allowable in which settings, apart from proposed and approved innovative work. See the IWP Blueprint Packet and the IWP submission instructions for full guidance. CDPH CFHL-funded LHDs must follow all CDSS and CDPH guidance and deadlines provided to complete the IWP submission process as a portion of this Funding Application Package.

Within the IWP Blueprint structure and submission, CDPH CFHL has selected specific Programmatic Priorities for funded LHDs. **Programmatic Priorities are exclusive to the CFHL LHD implementers and must be incorporated into the overall work plan within Section A and Section B along with the selected PSE Strategies.** For FFY 2024-2026, the following LHD Programmatic Priorities serve as guidelines that LHDs will use to complete their three-year local CFHL IWP and CFHL grant deliverables. CDPH CFHL will use the submitted IWP to generate the LHD's Scope of Work (SOW) for the LHD's three-year grant agreement with CDPH CFHL. For details of the CDPH CFHL funding application and requirements, refer to the CDPH CFHL FFY 2024-2026 Funding Application Package (FAP). The overarching programmatic priorities for FFY 2024-2026 are:

- Advancing Equity
- Healthy Beverage Consumption and Purchases
- Supporting PSE Change at the Community Level and in Priority PSE Settings
- Reaching and Impacting Youth

Figure 1: CFHL Program Guidance Process Flowchart

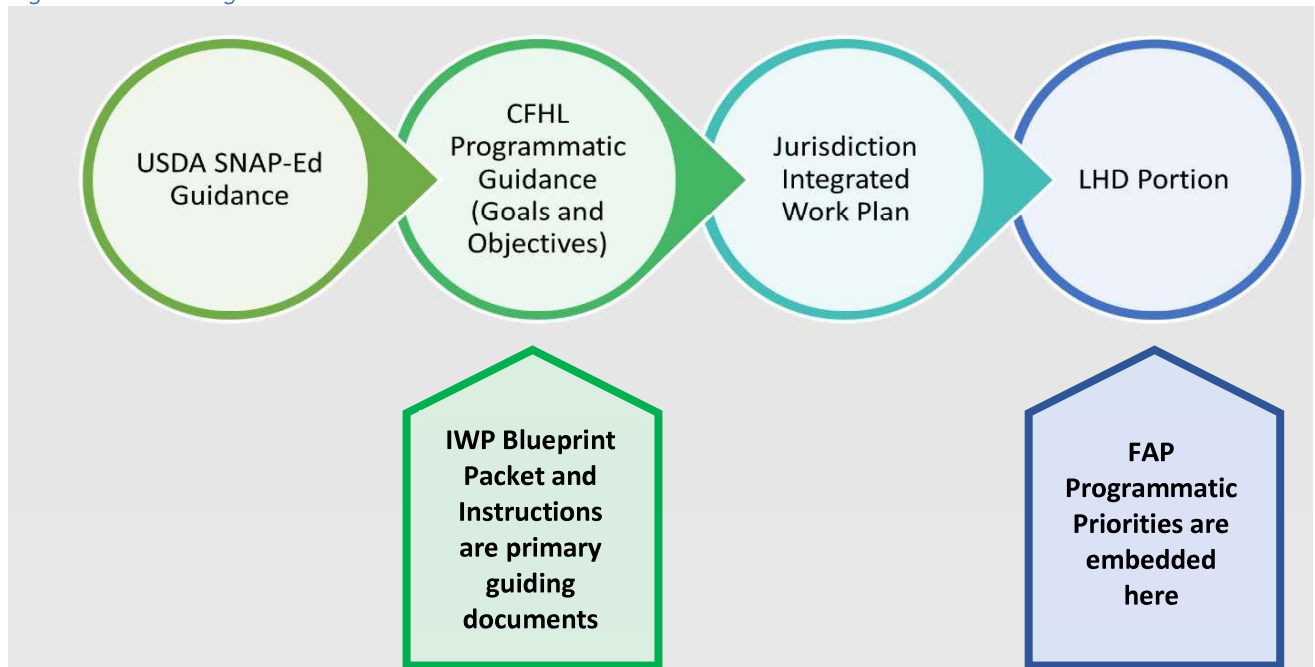
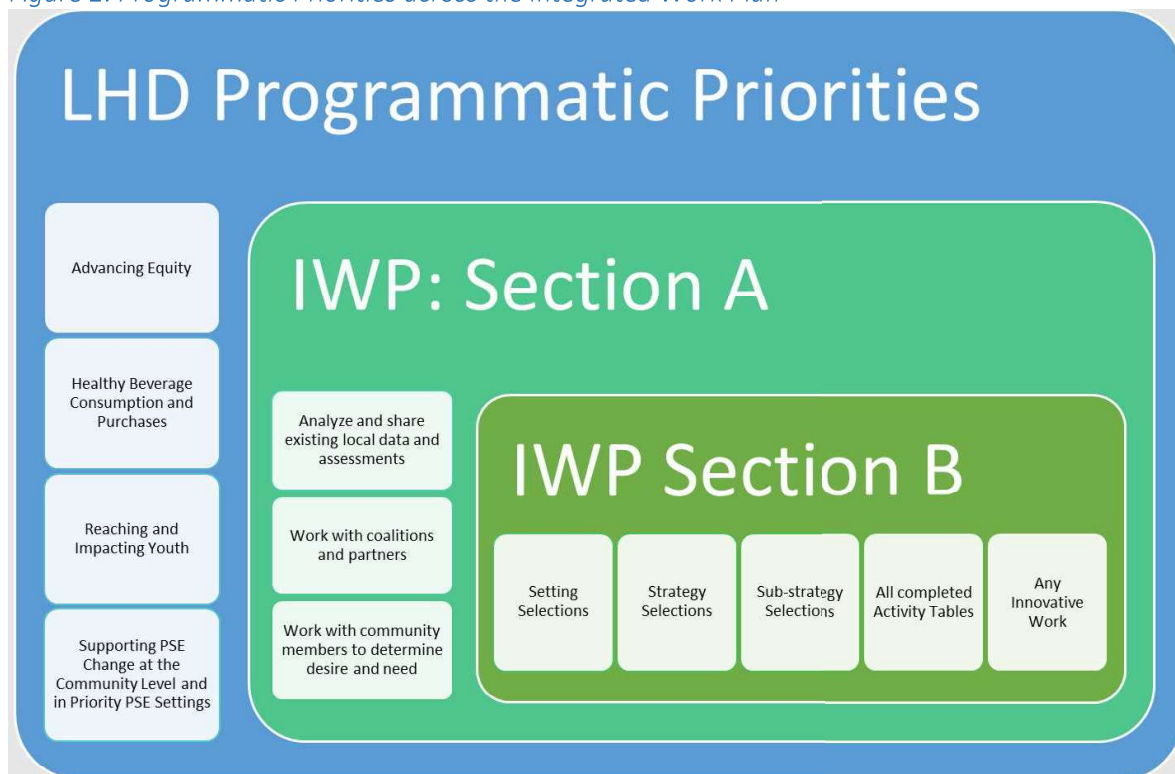


Figure 2: Programmatic Priorities across the Integrated Work Plan



Programmatic Priority Expectations and Deliverables

The minimum amount of work each LHD grantee is required to do is based on projected funding amounts for FFY 2024. For more detail refer to the LHD Funding Tiers in the Funding Application Package (FAP).

Throughout this document, items identified **by bolded text** signify a FAP grant deliverable related to the programmatic priorities established below. For a summary of all LHD FAP grant deliverables and the exact deliverable requirement, see the LHD FFY 24-26 Deliverables document. The deliverables document states where to place efforts planned to address the priorities in the IWP (within Section A, B, or both), and how to report on progression and outcomes of the work related to the priorities (in PEARS or other required reports and documentation).

Programmatic Priorities: Background and Description

As a part of the FFY 2017 USDA Western Regional Office Management Evaluation of California's CFHL program, the USDA recommended that the SIAs provide the LHDs (and other LIAs) with a defined menu of options for their CFHL workplans. This allows for the development and implementation of focused local work plans that are rooted in evidence-based, effective strategies. The IWP Blueprint was created in partnership with CDPH CFHL internal program and evaluation staff, LHD staff (as well as other LIAs), other CFHL SIAs, and external subject matter expert stakeholders.

Programmatic Priorities: Consideration and Inclusion Criteria

To inform the development of Programmatic Priorities for LHDs, CDPH CFHL created and has updated a list of criteria to align with the CFHL State Goals and Objectives, CFHL Principles and Priorities, CFHL IWP Blueprint and further CDPH goals. The programmatic priorities are in line with the identified strategies and settings within the CFHL documents stated above. CDPH CFHL developed the FFY 2024-2026 LHD Programmatic Priorities based on these eight criteria:

- Evidence-based: effectiveness and impact of specific priorities at changing environments, health behaviors and/or weight status through research-tested, practice-tested, and/or emerging or innovative strategies.
- Equity: Ensure the selection of priorities and practices are linked to established and defined inequities and work to advance health equity.
- Feasibility: strategies are appropriate and feasible based on staff size and capacity to implement.
- Maximizes impact in the community: have significant reach and impact across the socio-ecological model with an emphasis on upstream efforts.
- Aligns with existing priorities and indicators in California: look to CDPH, California Health and Human Services Agency and statewide priorities that promote equity, healthy eating and active living.
- Timing: when applicable, reasonable, and achievable in a defined timetable
- Leverage: can be leveraged by other known funding and programming either internally or externally to drive partnership and greatest impact.

- Momentum: has support in the field gained by existing priorities or by a series of events; opportunity to capitalize on timely local and/or state priorities that align with other priorities and goals.

When determining programmatic priorities, CDPH CFHL reviewed and adhered to the [USDA SNAP-Ed Plan Guidance](#). Additional inputs included established obesity prevention programmatic recommendations such as [Centers for Disease Control and Prevention \(CDC\) Overweight and Obesity Prevention Strategies & Guidelines](#), [The Community Guide](#), [County Health Rankings & Roadmaps](#), the [CDC's Practitioner's Guide for Advancing Health Equity](#), [Voices for Healthy Kids](#), and the National Academies of Science, Engineering, and Medicine's [Accelerating Progress in Obesity Prevention: Solving the Weight of the Nation](#).

Programmatic Priorities: Guiding Goals

Based on the selected programmatic priorities, consideration and inclusion criteria, and a review of the established obesity prevention programmatic recommendations, and CFHL Principles and Priorities, CDPH CFHL created the following guiding goals for CFHL funded LHDs:

- Mobilize communities and institutions to transform policies and systems towards a culture of equity, antiracism, healing and health for all people and our planet;
- Work collaboratively with community members and other partners to increase impact, strengthen relationships between and across sectors, and ensure sustainable outcomes;
- Optimize and enhance the food system to support a healthy diet;
- Adopt, implement, maintain, and support programs and policies that increase access to and demand for healthy food;
- Adopt, implement, maintain, and support programs and policies that decrease access to and demand for unhealthy food;
- Adopt, implement, maintain, and support programs and policies that promote drinking water and restrict access to and consumption of sugar sweetened beverages; and
- Adopt, implement, maintain, and support programs, policies, and enhancements to the natural and built environment to increase physical activity opportunities.

Programmatic Priorities: Advancing Equity

Advancing Equity is a primary goal of CDPH and the CDPH CFHL team. Despite decades of efforts to reduce and eliminate health disparities, they persist—and in some cases, they are widening among some population groups. Addressing racial and health equity means that every person has an opportunity to achieve optimal health regardless of:

- The color of their skin
- Level of education
- Gender identity
- Sexual orientation
- The job they have
- The neighborhood they live in

- Whether or not they have a disability

While health inequities and disparities can be addressed at multiple levels, CDPH CFHL focuses on PSE improvement strategies designed to improve the places where people live, learn, work, shop, eat, and play. To maximize the health effects for all and reduce health inequities, it is important to consider the following:

- Different strategies require varying levels of individual or community effort and resources, which may affect who benefits and at what rate.
- Certain population groups may face barriers to or negative unintended consequences from certain strategies. Such barriers can limit the strategy's effect and worsen the disparity.
- Population groups experiencing health disparities have further to go to attain their full health potential, so even with equitable implementation, health effects may vary.
- Health equity should not only be considered when designing interventions. To help advance the goal, health equity should be considered in other aspects of public health practice (e.g., organizational capacity, partnerships, evaluation).

CDPH CFHL acknowledges that there is no one-size-fits-all approach to addressing disparities and inequities in communities. CDPH CFHL recommends using the CDC's [*A Practitioner's Guide for Advancing Health Equity*](#) to provide guidance on how to operationalize the skills and practices below. **CDPH CFHL funded LHDs are expected to consider the following, among others, when identifying their CFHL work:**

- **Building Organizational Capacity**
 - Establish an institutional commitment to advance health equity
 - **Where possible, align funding and sub-granting decisions with your commitment to equity**
 - Be deliberate in recruiting and building staff skills to advance equity
- **Engaging Community Members**
 - Understand historical context before developing engagement strategies
 - **Build community relationships and establish trust; maintain relationships**
 - Select engagement techniques appropriate to your context
 - Understand barriers
 - Support and build the community's capacity to act
 - Value both lived community experience and professional expertise
- **Developing Partnerships and Coalitions**
 - Engage partners from many fields and sectors
 - Include those working with populations experiencing health inequities
- **Identifying and Analyzing Health Inequities**
 - Do not rely on assumptions about health inequities in program planning
 - Use appropriate tools to identify health inequities
 - Value both community and technical expertise
- **Selecting, Designing, and Implementing Strategies**
 - **Balance community input and best available evidence**
 - Select a set of comprehensive approaches, strategies, and settings

- Support and build the community's capacity to act
- Developing Effective Communication Efforts
 - Support the case for equity with relevant data
 - Highlight solutions when framing messages around equity

Programmatic Priority: Healthy Beverage Consumption and Purchases

CDPH CFHL will place an emphasis on limiting purchases and decreased consumption of sugar sweetened beverages (SSBs) as the primary behavioral strategy for implementation in FFY 2024-2026. This core behavioral strategy is supported by various PSE sub-strategies, including but not limited to nutrition standards, procurement, wellness policies, and places that sell beverages, and a complementary PSE sub-strategy to increase access to and the consumption of safe drinking water. Consumption of SSBs is more strongly linked to obesity than any other single type of food or beverage and is the largest contributor of added sugar in the diet, and promotion of water consumption complements and strengthens other efforts to discourage SSB consumption.

Therefore, all settings and sites involved in CDPH CFHL nutrition supported efforts should include (but not necessarily be limited to) efforts to reduce access to and consumption of SSBs. This can be achieved through education and/or PSE efforts. Examples of applicable PSE Strategies include Healthy Default, Nutrition Standards, Access to Healthy Food, and others. Examples of PSE Settings include Restaurants, Retail, Before and After School, and others. Additional programmatic supports, including trainings, materials, resources, and tools, will be made available as part of the IWP Blueprint and CFHL Statewide Training to guide local program planning and implementation.

Programmatic Priorities: Supporting PSE Change at the Community Level and in Priority PSE Settings

Priority PSE Settings

The following define the CDPH CFHL priority Domains and PSE Settings for the CDPH CFHL funded PSE change work in FFY 2024-2026. **As stated in the Funding Tier Requirements listed in the FAP, all LHDs must complete some (but not necessarily all) of their PSE work in the following established priority PSE settings.** These Domains and PSE Settings have been established based on the Consideration and Inclusion Criteria and existing behavior change evidence. The following priority settings (Table 1) are to be utilized for selected PSE Strategy implementation as submitted by LHDs in the IWP. Beyond the Funding Tier requirement of PSE work in at least one priority setting, the remaining IWP PSE work can be done in any available PSE settings in the IWP Blueprint. Direct and Indirect Education activities can occur in any qualified SNAP-Ed site that reaches the local defined, intended audience. All IWPs must be submitted as a cohesive approach as detailed in the Section A Intervention and Evaluation Plan Narrative and be supported by selected work in Section B.

Table 1. FFY24-26 Priority Domains and Settings for Site and Organizational PSE Change Work

LEARN	SHOP	EAT	PLAY	LIVE
Early Care and Education	Food Stores	Restaurants	Parks and Open Spaces	Health Care
Schools	Food Banks and Pantries		Bicycle and Walking Paths	
Before and Afterschool	Farmers Markets			

Programmatic Priorities: PSE Levels

The following constitute the required levels of PSE work for CFHL LHDs in their efforts to address the guiding goals. These levels can be applied to appropriate IWP Blueprint Strategies and Sub-strategies in addition to allowable community goals established in Section A of the IWP. As indicated in the Funding Tier requirements, combinations of the PSE Sub-strategies at different PSE Levels across settings below should create a cohesive and comprehensive overall work plan approach.

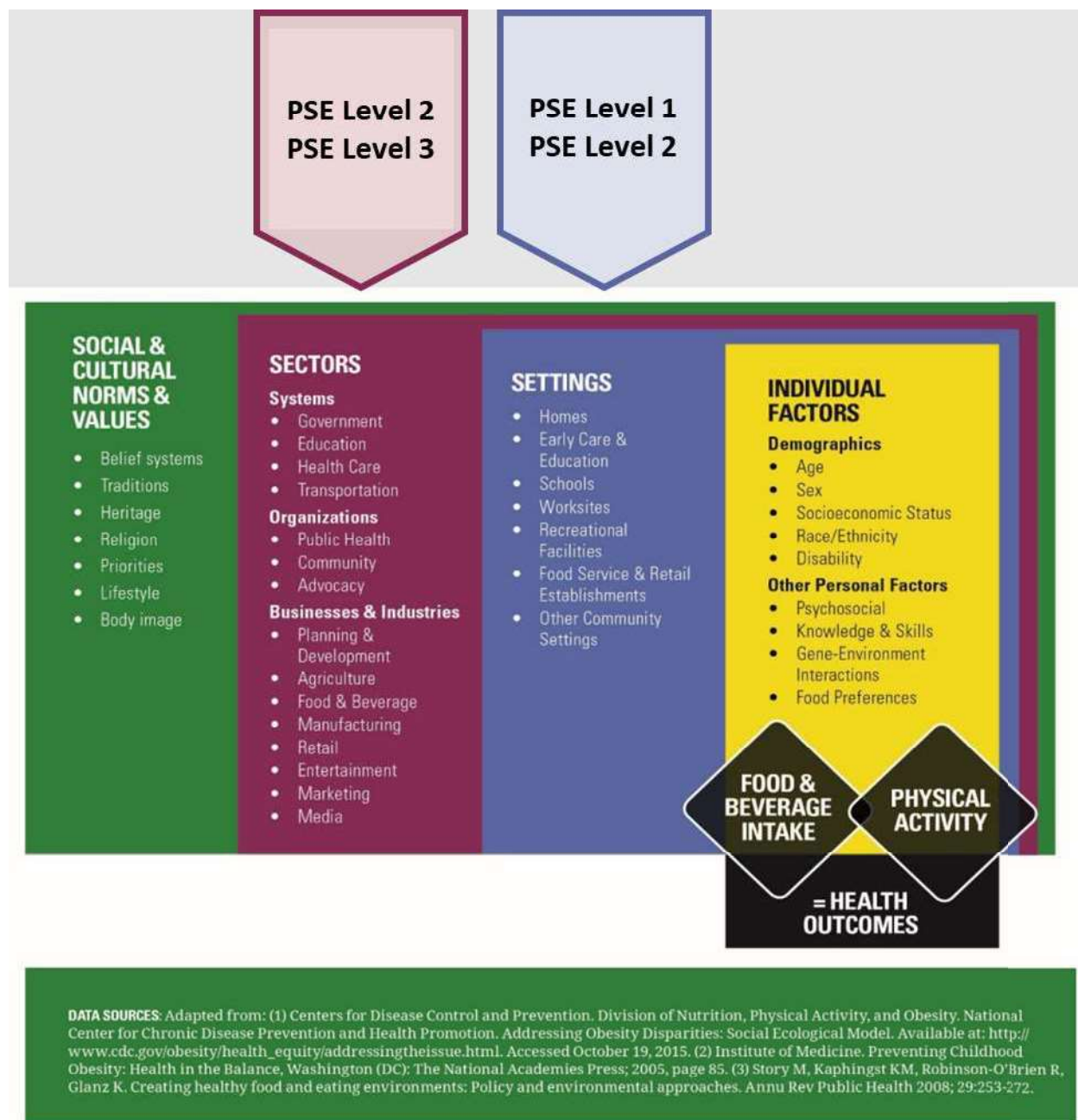
PSE Levels:

Level 1: Site PSE Changes: Targeted CFHL allowable activities to establish, implement and sustain written policies, systems, and environmental changes through comprehensive programming at the site level (e.g., at a school or store). Policies are meant to address the established CFHL statewide, CDPH and LHD priorities.

Level 2: Organizational PSE Changes: Targeted CFHL allowable activities to establish, implement and sustain written policies, systems, and environmental changes at the multi-site level. Multi-site level work is referred to as “organization or institutional” level in the USDA SNAP-Ed Program Guidance and Evaluation Framework. Work could include, for example, activities at a school district, ECE chain, and/or chain store corporate office and is intended to influence multiple sites under their jurisdiction. Policies are meant to address the established CFHL statewide, CDPH and LHD priorities.

Level 3: Community PSE Changes: Targeted CFHL allowable activities to establish, implement and sustain written policies, systems, and environmental changes at the community level. Community or areawide level work is defined as work in neighborhoods, communities, and jurisdictions (e.g., cities, towns, districts, and counties). Community level efforts may involve work to mobilize multiple sectors (stores, schools, whole of government, etc.) to benefit the CFHL-eligible population across a larger geographic area through PSE changes. Policies are meant to address the established CFHL statewide, CDPH and LHD priorities.

Figure 3: Alignment of Socio-Ecological Model with PSE Change Priorities



Programmatic Priority: Reaching and Impacting Youth

According to the CDC, establishing healthy behaviors to prevent chronic disease is easier and more effective during childhood and adolescence than trying to change unhealthy behaviors during adulthood. CDPH CFHL will place emphasis on reaching and impacting youth where they live, learn and play.

Therefore, each LHD receiving CDPH CFHL funds must include a minimum of one PSE effort focused on youth (0-17 years) in their FFY 2024-2026 IWP. LHDs may

select a targeted age range or set of age ranges within the overall youth segment (e.g., 4th graders, 2–5-year-old children, high school students, etc.). LHDs may select from the list of available IWP Blueprint strategies, sub-strategies, and settings to fulfill this priority. A selected PSE sub-strategy that targets youth must be a part of a cohesive, comprehensive overall approach to community work.

While any of the allowable PSE Settings are available, LHDs are encouraged to engage youth in the LEARN Domain, specifically in two priority Settings (Early Care and Education (ECE) and Schools). The ECE and Schools settings were selected for priority focus as research indicates that youth who are overweight or obese are more likely to remain so into adulthood, thus a focus on early intervention is imperative. The ECE and Schools settings are prioritized over other youth settings due to their high potential for reach and consistent access to the same group of youth. Additionally, interventions in the School and ECE settings are well-documented and proven effective.

The youth-focused PSE effort can also satisfy the Funding Tier requirement of at least one PSE effort undertaken in the established “priority” PSE settings if it occurs in one of the 10 priority settings (see following section for more details). See the FFY 2024-2026 Funding Application Package for more information regarding funding tier requirements.

[Steps for Building Local Integrated Work Plans](#)

Sections A and B of the IWP have been updated to reflect FFY 24-26 CFHL principles and priorities, as well as statewide goals and objectives. The instructions have been updated as well. The information below is additional supportive information for completing the IWP.

[Community Goals, Intended Impact, Domains and Settings, and PSE Strategies](#)

Community goals and community needs assessments support LHDs in identifying:

1. Population intended for impact (in terms of geographic location and demographic characteristics);
2. Domains and settings where the program can most effectively reach a significant number of CFHL-eligible participants;
3. Applicable and appropriate PSE strategies for each setting, and;
4. Community level work that supports a large portion of the CFHL-eligible population and aligns with community change goals and site/organizational level interventions.

Identification of Domains, PSE Settings, Sites and PSE strategies *must be done in conjunction with community members and local, trusted organizations* (see Advancing Equity section above and in the LHD Deliverables document). PSE strategies selected at the site and organizational level (PSE Levels 1 and 2) should align with any community or jurisdiction level work (PSE Level 3) to address locally determined CFHL goals. See the IWP planning tools to support planning.

Once all planning is complete, LHDs will add work plan content to the CDSS CFHL SharePoint site that houses the automated IWP forms for submission. After PSE

strategies are selected, Section B will automatically populate with activity tables for each strategy/setting pairing. LHDs, and any applicable LIA partners, must make each activity specific to their local work by adding specific narrative text to the sub-strategy activity tables in the IWP Automation site. Some activities may apply to multiple sub-strategies and/or settings. See the IWP Blueprint Packet for details and ideas for each PSE Sub-strategy activity.

[Work with Local Partners](#)

LHDs are encouraged and expected to work with all appropriate partners to ensure that CFHL work is maximizing impact within their selected target population. Partners should include the members of the community you aim to serve and include CFHL-funded and unfunded organizations and agencies. LHDs are highly encouraged to work with chronic disease prevention and cross-sector partners (through diverse multi-sector coalitions and otherwise) to enhance individual CFHL work plan deliverables and to support comprehensive, collaborative community-wide health initiatives. Work within County Nutrition Action Partnership groups (or similar county-wide coalitions and/or collaboratives) can assist with the maintenance of multi-sector partnerships and can contribute to mutually advantageous outcomes for partners and the communities they serve.

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
CalFresh Healthy Living Program
Local Health Department Deliverables
Attachment 7
Federal Fiscal Year 2024-2026

DELIVERABLES/MEASURES: Local Health Departments (LHDs) are required to deliver California Department of Public Health CalFresh Healthy Living (CDPH CFHL) services that integrate nutrition education and policy, systems, and environmental (PSE) change approaches on multiple levels of the Social-Ecological Model (SEM) to support community health goals that address obesity prevention. To ensure that the CDPH CFHL program meets its statewide Supplemental Nutrition Assistance Program-Education (SNAP-Ed, known as CHFL in California) objectives, the LHDs are responsible for following the United States Department of Agriculture (USDA) guidance, the Integrated Work Plan (IWP) instructions, and the following numbered deliverables. Deliverables not met will result in a corrective action plan and/or denial or reduction in future CFHL funding.

Deliverables will be assessed by reviewing the two defined element categories below:

1. **Planned Elements** are written into the Integrated Work Plan and capture LHD's projected "work" or "activities." This will demonstrate each local jurisdiction's plan and intention to address the grant deliverables, and allow for monitoring, planned technical assistance and support throughout the work plan period.
2. **Reporting Elements** are defined as shared progress and action regarding Planned Element efforts and outcomes in the stated, required reporting system.

Deliverable #	Deliverable Requirements	Deliverable Documentation
Deliverable 1	<p>Federal Fiscal Year (FFY) 2024-2026 CFHL Required Programmatic Documentation</p> <p>Three-year Integrated Work Plan (IWP): The IWP must describe the intent and approach planned to serve the CFHL-eligible population based on the SEM. LHDs must use assessment(s) of equity, ethnicity, obesity, chronic disease, and/or other related jurisdictional data, as well as community input, to create the LHD portion of the IWP. Using FFY 2024 Funding Allocation Projections and funding tiers, the LHD specific components of the IWP must adhere to the designated FFY 2024-2026 CFHL LHD Programmatic Priorities.</p> <p>Site List: As a part of the FFY 2024–2026 Funding Application Package (FAP), applicants are required to submit a completed CFHL FFY 2024-2026 Site List.</p> <p>IWP Revision Process: If the LHD component of the IWP must be revised, all changes will be made in accordance with the most current IWP Revision Process Guide for LIAs posted on the California Department of Social Services (CDSS) CFHL SharePoint Resources page.</p>	<p>1. Planned Elements:</p> <p><input type="checkbox"/> IWP Submitted</p> <p><input type="checkbox"/> Site List Submitted</p> <p><input type="checkbox"/> IWP Revisions Submitted, as applicable</p> <p>2. Reporting Elements:</p> <p>See Deliverable 2 and Programmatic Priorities Sections below</p>

Deliverable 2

Federal Fiscal Year (FFY) 2024-2026 Required Reporting and Outcome Documentation

Reports:

Funded projects will be required to submit two Progress Reports each fiscal year of the grant cycle: a Mid-Year Progress Report due April 15 and Year-End Progress Report due October 15 (or other designated dates). These reports will be sent by email to the CDPH CFHL Project Officer assigned to the Grantee.

PEARS:

LHDs will use the online [Program Evaluation and Reporting System \(PEARS\)](#) to provide the required reporting information outlined in the FAP related to the following modules:

- **Program Activities**
- **Indirect Activities**
- **PSE Activities**
- **Success Stories**
- **Partnerships**
- **Coalitions**

All PEARS reporting must be completed for the Federal Fiscal Year (October 1 – September 30) by the deadline shared annually by CDPH CFHL.

1. Planned Elements:
See Deliverable 1 above

2. Reporting Elements:

- ☐ Twice-yearly Progress Reports (six total during grant cycle)
- ☐ PEARS reporting (ongoing throughout each fiscal year)
- ☐ Document submissions as outlined in Programmatic Priorities below

<p>Deliverable 3</p>	<p>Federal Fiscal Year (FFY) 2024-2026 Evaluation Requirements</p> <p>Assessments: Conduct or review a community assessment using an evidence-based assessment tool to assess readiness and need for specific program areas during the current and future grant cycles. The community assessment should inform the overall direction of the IWP.</p> <p>All LHDs must complete an assessment of each site where they are doing site-level PSE CFHL work in settings where an assessment tool has been created or recommended by CDPH CFHL Nutrition Policy Institute (NPI). See FAP for full details.</p> <p>Direct Education: Impact/Outcome Evaluations (IOE) data: If series-based direct education is carried out with 4th-12th grade students in the school or school-based after school setting, then an LHD (at any funding tier) must evaluate intervention(s) in the LEARN Setting. The number of sites required per LHD will be based on funding tier. See FAP for full details.</p> <p>Adult Direct Education: All LHDs (regardless of funding tier) utilizing an adult direct education curriculum consisting of four or more sessions delivered over four or more weeks must collect pre and post behavioral outcome data using a common online evaluation tool that will be provided by CDPH and NPI.</p>	<p>1. Planned Elements:</p> <p><input type="checkbox"/> IWP, Section A, Community Goals, Addressing Equity, Community Jurisdiction, Intervention Plan Narrative</p> <p><input type="checkbox"/> IWP, Section B, Evaluation Type, Evaluation Tool Documentation, Resources/Materials</p> <p>2. Reporting Elements:</p> <p><input type="checkbox"/> Site level assessments entered into an online link</p> <p><input type="checkbox"/> Pre- and post-behavioral data collected via the Eating and Activity Tool for Students (EATS); all data (paper or online) entered into a site-specific online link by June 30.</p> <p><input type="checkbox"/> Pre- and post-behavioral data collected via the CFHL Adult Survey; all data entered into an online link by August 31.</p>
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Deliverable 4

Federal Fiscal Year (FFY) 2024-2026 Required Fiscal and Administrative Reporting
Documentation: all expenses incurred during each Federal Fiscal Year with the ability to provide back-up documentation for expenses in sufficient detail to allow CDPH CFHL to ascertain compliance with USDA grant rules for allowable expenses.

2. Reporting Elements:

- ☐ Quarterly invoices submitted to CDPH to be reimbursed for CFHL expenditures.
- ☐ Management Evaluation: required documentation as requested by FNS and/or CDSS as part of a fiscal review.
- ☐ Administrative Desk Review: required documentation as requested by CDPH as part of an administrative desk review to ensure administrative and fiscal compliance with CFHL policy and procedures.

CFHL LHD Programmatic Priorities Deliverables

Deliverable 5	<p>Programmatic Priority: Advancing Equity LHDs are expected to take specific action to advance equity. This includes making advances in programmatic practice with the intent to increase equity and decrease disparities within the CFHL community. Review the FFY 2024-2026 CFHL LHD Programmatic Priorities for details.</p> <ul style="list-style-type: none"> • 5A: Include equity language and intention into all CFHL solicitations and/or subcontracts, relevant program/LHD materials, and staffing recruitments or interview protocols • 5B: Engage community members by: <ul style="list-style-type: none"> ○ Retaining an advisory committee or group of subject matter experts with lived experience to inform program planning and design throughout the work plan period ○ Utilizing community engagement (CE) IWP activities as necessary across strategy planning and implementation • 5C/7C: Engage/participate in, or convene, one or more diverse, multi-sector and/or community representative coalition(s) • 5D: Support and build the community's capacity to act 	<p>1. Planned Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> All: IWP, Section A, Equity Narrative, overall approach to equity <input type="checkbox"/> 5B: IWP, Section A, Share community member input in assessment narrative <input type="checkbox"/> 5B: IWP, Section B, Complete all relevant CE activities across PSE Settings/Sub-Strategies <input type="checkbox"/> 5C/7C: IWP, Section A, List relevant partners and coalitions <input type="checkbox"/> 5D: IWP, Section B, include all relevant sustainability activities and efforts across PSE Settings/Sub-Strategies <p>2. Reporting Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> All: Twice-yearly Progress Reports <input type="checkbox"/> Document submission <ul style="list-style-type: none"> • 5A: Subcontracting or solicitation language • 5A: Program materials • 5A: Staffing recruitments/interview guides • 5B: List of advisory community members <input type="checkbox"/> All: PEARS Reporting <ul style="list-style-type: none"> • Coalition Module • PSE Module (including the sustainability section)
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Deliverable 6

Programmatic Priority: Healthy Beverage Consumption and Purchases

LHDs are expected to take specific action to reduce access to and consumption of sugar sweetened beverages (SSBs). Therefore, all settings and sites involved in CDPH CFHL nutrition supported efforts should include (but not necessarily be limited to) efforts to reduce access to and consumption of SSBs. Review the FFY 2024-2026 CFHL LHD Programmatic Priorities for details.

- 6A: Explain SSB reduction approach in IWP, Section A
- 6B: Select applicable PSE Sub-strategies and education activities and curricula in IWP, Section B

1. Planned Elements:

- ☐ 6A: IWP, Section A, Intervention and Evaluation Plan Narrative
- ☐ 6B: IWP, Section B Sub-strategies, Direct Education and All Other Activities

2. Reporting Elements:

- ☐ All: Twice-yearly Progress Reports
- ☐ All: PEARS reporting as applicable

<p>Deliverable 7</p>	<p>Programmatic Priority: Supporting PSE Change at the Community Level and in Priority PSE Settings</p> <p>LHDs are expected to take an upstream, public health approach to their work plan design and implementation. LHDs are expected to complete all FAP Funding Tier requirements. The FAP Funding Tier table lists the required number of PSE Levels, PSE Strategies, and PSE Settings, including the requirement to include at least one priority PSE Setting (with selected PSE sub-strategies) in the IWP. The LHD Programmatic Priorities Document lists the 10 priority PSE Settings for LHDs. Review the FAP and LHD Programmatic Priorities for details.</p> <ul style="list-style-type: none"> • 7A: Selection of appropriate IWP sub-strategies that impact PSE change at Level 2 (organizational) and/or Level 3 (community), and that meet funding tier requirements • 7B: Present to an applicable decision-making body (School Board, City Council/Committee, County Board/Committee, etc.) annually to educate and inform on healthy eating and active living best practices and program opportunities through policy or environment change • 5C/7C: Engage/participate in, or convene, one or more diverse, multi-sector and/or community representative coalition(s)
	<p>1. Planned Elements:</p> <p><input type="checkbox"/> All: IWP, Section A Intervention and Evaluation Plan Narrative, Explain comprehensive approach</p> <p><input type="checkbox"/> All: IWP, Section B, Settings, select applicable Sub-strategies, and define all activities</p> <p>2. Reporting Elements:</p> <p><input type="checkbox"/> All: Twice-yearly Progress Reports</p> <p><input type="checkbox"/> Documentation Submission</p> <ul style="list-style-type: none"> • 7A: Proposed or enacted policies and/or changes • 7B: Board/Committee agenda and presentation materials <p><input type="checkbox"/> PEARS Reporting as applicable</p> <ul style="list-style-type: none"> • 7A/7B: PSE module surveys to describe organizational and community level work • 5C/7C: Coalition/Partner Modules

Deliverable 8

Programmatic Priority: Reaching and Impacting Youth
LHDs must include a minimum of one PSE effort (selected PSE sub-strategy or sub-strategies) focused on youth (0-17 years) in their FFY 2024-2026 IWP. The preferred settings for this PSE work are Schools and Early Care & Education.

1. Planned Elements:

- ☐ IWP, Section A, explain efforts focused on reaching and impacting youth
- ☐ IWP, Section B, Selection of applicable Settings and PSE Sub-strategies

2. Reporting Elements:

- ☐ PEARS reporting as applicable

California Department of Public Health

CalFresh Healthy Living (CFHL) Funding Application

Federal Fiscal Years 2024 – 2026 (October 1, 2023 – September 30, 2026)

Submit this form by 4:00 pm December 30, 2022 to:

Email: neopbfiscalrequest@cdph.ca.gov

Attn: Ashley Nubla

CDPH CalFresh Healthy Living

Please include your county/agency name and "Letter of Intent" in the subject line of your email.

Please complete the fields below for your Agency:

Project Representative:

Title:

Agency:

Address:

Telephone:

Email:

Please check the appropriate box that applies to your Agency:

	Question	Check Box
1.	Our Agency intends to participate in the CFHL program for FFY24-26	<input type="checkbox"/>
2.	Our Agency intends to participate in the CFHL program for FFY24-26 and designate the following agency to participate on our behalf:	<input type="checkbox"/>
3.	Our Agency does not intend to participate in the CFHL program for FFY24-26	<input type="checkbox"/>
4.	Other, please explain:	<input type="checkbox"/>

**Please check the appropriate box(es) that applies to your funding allocation.
Check/complete only one box for each row.**

	FFY	FFY 2023 Allocation	FFY 2024 Allocation	Other amount between FFY 23 and 24 allocations (specify amount below)
1.	For FFY 2024, our Agency accepts and intends to use the following award selection	<input type="checkbox"/>	<input type="checkbox"/>	
2.	For FFY 2025, our Agency accepts and intends to use the following award selection	<input type="checkbox"/>	<input type="checkbox"/>	
3.	For FFY 2026, our Agency accepts and intends to use the following award selection	<input type="checkbox"/>	<input type="checkbox"/>	

NOTE: Funding allocations are projections and are contingent upon the funding amount CDPH receives each year. Local health departments or their designee are expected to spend 90 percent of their funding allocation each year.

Please complete the fields below in order to expedite processing of your State agreement:

	Question	Answer
1.	Does your Agency require a board resolution for a new contract?	
2.	When are your scheduled board meeting dates between February and September 2023?	
3.	Does your Agency require the contract be in hand to get on the Agenda?	
4.	When do you need the contract? (i.e., two weeks before, one month before, etc.)	

By signing below, your Agency agrees to prepare the required contract documents for this funding application.

Signature of Project Director or Designee

Date

Printed Name:

FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Complete and submit the Programmatic Projections Form to CDPH CFHL by email to both your Project Officer and neopbfiscalrequest@cdph.ca.gov by January 31, 2023. Please include your county name and "Programmatic Projections Form" in the subject line of your email.

County Name:	
Funded amount: (Based on FFY 2024 CDPH CFHL LHD Funding Projections)	
Grant #: (To be completed by CDPH CFHL)	

Complete the following tables based on the CDPH CFHL LHD Funding Tiers found in the CDPH CFHL Federal Fiscal Year 2024-2026 Funding Application Package (Table 1), and based on the CFHL Integrated Work Plan (IWP) Blueprint Packet Settings and Strategies table.

Funding Tier	Total number of Settings selected	Total number of PSE Strategies selected	Total number of PSE Levels selected

Required Priority PSE Setting(s) :	
PSE Strategy name(s):	
PSE Level(s):	

Name of 2nd Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Name of 3rd Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

Name of 4th Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

Name of 5th Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

[illegible]

**California Department of Public Health
CalFresh Healthy Living
FFY 2024-2026 Funding Application Checklist**

DATE OF SUBMISSION	
ORGANIZATION NAME	

Funding Application Contact Name:	
Phone Number:	E-mail Address:

The following documents must be completed and submitted with this Application Checklist. Email all completed application components by the due dates below to NEOPBfiscalrequest@cdph.ca.gov. The FFY 2024 Budget and FFY 2024-2026 Integrated Work Plan are to be completed within the California Department of Social Services' CFHL SharePoint Site based on the CFHL State Plan submission deadlines.

APPLICATION CONTENTS:

Due by December 30, 2022

Please Check

Letter of Intent

☐

Due by January 31, 2023

Please Check

Funding Application Checklist

☐

Programmatic Projections Form

☐

Grantee Information Form

☐

Non-Disparagement Certification

☐

**California Department of Public Health
CalFresh Healthy Living
Grantee Information Form**

Organization	This is the information that will appear on your grant agreement cover.
Organization	Federal Tax ID # _____ Contract/Grant # _____ Name _____ Mailing Address _____ Street Address (If Different) _____ County _____ Phone _____ Fax _____ Website _____
Grant Signatory	The <i>Grant Signatory</i> has authority to sign the grant agreement cover.
Grant Signatory	Name _____ Title _____ <i>If address is the same as above, check this box</i> <input type="checkbox"/> Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Project Director	The <i>Project Director</i> is responsible for the day-to-day activities of project implementation and seeing that all grant requirements are met. This person will be in contact with State CFHL staff, will receive all programmatic and budgetary information for the project, and will be responsible for the proper dissemination of program information.
Project Director	Name _____ Title _____ <i>If address is the same as above, check this box</i> <input type="checkbox"/> Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____

**California Department of Public Health
CalFresh Healthy Living
Grantee Information Form**

Fiscal Contact	<p>The <i>Fiscal Contact</i> prepares invoices, maintains fiscal documentation, serves as the primary contact for all related questions, and has signature authority for invoices and all fiscal documentation. All payments are sent to the attention of this person at the designated address.</p>
Fiscal Contact	<p>Name _____</p> <p>Title _____</p> <p><i>If address is the same as above, check this box</i> <input type="checkbox"/></p> <p>Mailing Address _____</p> <p>Street Address (If Different) _____</p> <p>Phone _____ Fax _____</p> <p>Email _____</p>
Other Contact	<p>Contact description: _____</p> <p>Name _____</p> <p>Title _____</p> <p><i>If address is the same as above, check this box</i> <input type="checkbox"/></p> <p>Mailing Address _____</p> <p>Street Address (If Different) _____</p> <p>Phone _____ Fax _____</p> <p>Email _____</p>

**California Department of Public Health
CalFresh Healthy Living
Non-Disparagement Certification and Agreement not to distribute
Manufacturer's or Store (cents off) Coupons**

We certify that _____ will not use nutrition education materials, resources and/or curriculum in our Supplemental Nutrition Assistance Program Education (SNAP-Ed) interventions that have messages that convey negative written, visual or verbal expressions about any specific brand of food, beverage, or commodity or that are not consistent with the latest version of the *Dietary Guidelines for Americans*. Such messaging about specific brands is not an acceptable part of the FFY 2023 SNAP-Ed Plan Guidance, pg. 10. We also agree not to distribute manufacturer's or store (cents off) coupons during SNAP-Ed classes or events as per the FFY 2023 SNAP-Ed Plan Guidance, pg. 106.

☐ By checking this box, you are certifying that the Non-Disparagement Certification and Agreement not to distribute Manufacturer's or Store (cents off) Coupons is not applicable to your Agency.

Certified By:

CFHL Project Director Name & Title

CFHL Project Director Signature

Date

Supervisor Name & Title

Agency Name

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

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

1) Administrative Guidelines Manual

2) LHD Program Letters:

<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/LHDProgramLetters.aspx>

3) SNAP-Ed Plan Guidance and Templates:

<https://snaped.fns.usda.gov/program-administration/guidance-and-templates>

2. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
- 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
- 3) Failure to adhere to the funding application parameters and or submitted plans to address the application deliverables.
- 4) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and

Exhibit E
Additional Provisions

expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

- F.** In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G.** The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H.** Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I.** CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. Avoidance of Conflicts of Interest by Grantee

- A.** CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B.** Conflicts of interest include, but are not limited to:

Exhibit E
Additional Provisions

- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C.** If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. Dispute Resolution Process

- A.** A Grantee 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 Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee 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 Grantee'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 Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee'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 Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which

Exhibit E
Additional Provisions

the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

- B.** If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C.** Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D.** Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant 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 Grantee shall be notified in writing by the CDPH Grant 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. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://dgs.ca.gov/ukraine-russia).

Exhibit E
Additional Provisions

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal 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. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal 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

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee 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 Grantee 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 Grantee 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 Grantee'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 Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, 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 Grantee 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 Grantee'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 Grantee 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 Grantee 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 Grantee'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 Grantee 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 Grantee 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 subgrantee or vendor. The Grantee 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 Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee 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 Grant, the Grantee 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 Grant, the Grantee 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 Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program 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 Grantee 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 Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant 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 Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant 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 grants 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 grant, 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 grant or any extension or amendment of that 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 grant or subgrant exceeding \$100,000 at any tier under a 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

Grantee 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. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee 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.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee 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, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, 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.

Attachment 1**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 subGrantees, subgrants, and contracts under grants and 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.

County of Los Angeles

Name of Grantee

23-10322

Contract / Grant Number

Date

Printed Name of Person Signing for Grantee

Signature of Person Signing for Grantee

Title

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

California Department of Public Health
Nutrition Education and Obesity Prevention Branch
P.O. Box 997377, MS 7204
Sacramento, CA 95899-7377
Attn: Kimmy Casjens, Grant Manager

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

Attachment 2**CERTIFICATION REGARDING LOBBYING**

Approved by OMB Complete this form to disclose lobbying
activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

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 <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/> .
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> , if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <input type="text"/> <input type="text"/>	
6. Federal Department/Agency <input type="text"/>	7. Federal Program Name/Description: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: <input type="text"/>	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> <input type="text"/>	b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i> <input type="text"/>	
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.	Signature: <input type="text"/>	
	Print Name: <input type="text"/>	
Title: <input type="text"/>		Telephone No.: <input type="text"/> Date: <input type="text"/>
<input type="text"/>		
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).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/13/2023							
BOARD MEETING DATE	9/26/2023							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" 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 Works							
SUBJECT	Los Angeles General Medical Center General Hospital Structural Improvements Project							
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: N/A							
DEADLINES/ TIME CONSTRAINTS	N/A							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$2,072,000</td><td>Funding source: Net County Cost - Capital Project No. 87958</td></tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td></tr> <tr> <td colspan="2">Explanation: N/A</td></tr> </table>		Total cost: \$2,072,000	Funding source: Net County Cost - Capital Project No. 87958	TERMS (if applicable): N/A		Explanation: N/A	
Total cost: \$2,072,000	Funding source: Net County Cost - Capital Project No. 87958							
TERMS (if applicable): N/A								
Explanation: N/A								
PURPOSE OF REQUEST	Public Works is seeking Board approval of the proposed project and related appropriation adjustment; and authorize the use of a Board-approved Job Order Contract to deliver the project.							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>In 2022, the County contracted with a structural engineering consultant to seismically evaluate the old Los Angeles General Medical Center building, who provided recommendations to improve structural performance under a seismic event while maintaining the building's historical standing. The project consists of structural improvements to various columns located throughout the Basement Floor and the First Floor.</p> <p>The repair work is anticipated to begin in October 2023 and be completed in April 2024.</p>							
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: This project supports 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 .							



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

September 26, 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
LOS ANGELES GENERAL MEDICAL CENTER
GENERAL HOSPITAL STRUCTURAL IMPROVEMENTS PROJECT
ESTABLISH AND APPROVE PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87958
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval of the proposed Los Angeles General Medical Center General Hospital Structural Improvements Project, approval of the project budget and related appropriation adjustment, find the proposed project to be categorically exempt from the California Environmental Quality Act, and authorize a Board-approved Job Order Contract to deliver the project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Los Angeles General Medical Center General Hospital Structural Improvements Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed project.

2. Establish and approve the proposed Los Angeles General Medical Center General Hospital Structural Improvements Project, Capital Project No. 87958, with an estimated total project budget of \$2,072,000.
3. Approve the Fiscal Year 2023-24 appropriation adjustment to allocate \$1,883,000 from the General Hospital West Campus, Capital Project No. 87883 to the Los Angeles General Medical Center General Hospital Structural Improvements Project, Capital Project No. 87958, to fully fund the project.
4. Authorize the Director of Public Works or his designee to deliver the proposed project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Los Angeles General Medical Center (LA General MC) General Hospital Structural Improvements Project is exempt from the California Environmental Quality Act (CEQA), establish and approve the project, and related appropriation adjustment, and authorize delivery of the project using a Board-approved Job Order Contract (JOC).

Background

In 2022, the County contracted with a Board-approved on-call structural engineering consultant to seismically evaluate the old LA General MC building. The proposed work recommended by the consultant will improve structural performance under a seismic event with minimal improvement while maintaining the building's historical standing.

The LA General MC General Hospital Structural Improvements Project consists of structural improvements to various columns located throughout the Basement Floor and the First Floor of the LA General MC. There are a total of 18 columns that will be affected by this work; 10 on the Basement Floor and 8 on the First Floor.

Upon the Board's approval of the proposed project, the repair work will begin in October 2023 and is anticipated to be completed in April 2024.

Green Building/Sustainable Design Program

The project would be an upgrade to the structural system and is less than 10 percent of an existing structure. The Scope of Work for this project does not make it feasible to upgrade the building to be Leadership in Energy and Environmental Design certified level

to meet the Board's December 20, 2016, policy. The proposed project 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

The County Strategic Plan directs the provision of Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions support the Strategic Plan by supporting the wellness of our communities and enhancing the delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

FISCAL IMPACT/FINANCING

The total project budget for the proposed LA General MC General Hospital Structural Improvements Project is estimated at \$2,072,000 including construction, change order contingency, plans and specifications, permit fees, consultant, inspection, and County services. The project budget and schedule are included in Enclosure A.

The project is currently funded with \$189,000 in net County cost from the General Hospital West Campus Project, Capital Project No. 87883, for preconstruction costs incurred in Fiscal Year 2022-23. Board approval of the Fiscal Year 2023-24 appropriation adjustment (Enclosure B) will allocate \$1,883,000 from the General Hospital West Campus Project, Capital Project No. 87883, to the LA General MC General Hospital Structural Improvements Project, Capital Project No. 87958, to fully fund the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Arts Policy amended on August 4, 2020, requires refurbishment projects to include one percent of the eligible design and construction costs to be allocated to the Civic Art Fund. However, the Civic Art Policy's definition of "refurbishment" does not include the installation or replacement of building systems. Therefore, the proposed LA General MC General Hospital Structural Improvements Project is exempt from the policy because it consists of the replacement and/or repair of existing structural system elements.

The JOC is subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from CEQA. The project is within certain classes of projects that have been found not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (d) and (f) and 15302 of the State CEQA Guidelines and Classes 1 (c), (i), and (x) and (2) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project consists of mainly structural repairs with no expansion of use and where replacement components will have the same purpose and capacity.

In addition, based on the proposed project records, it will comply with all applicable regulations, it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and will post the notice to its website pursuant to Section 21092.2.

CONTRACTING PROCESS

Public Works completed the design for the repair work using a Board-approved, on-call architectural/engineering agreement, and is now seeking Board approval to complete the construction for the project using a Board-approved JOC.

The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced County employees, are included in all JOCs.

The project Scope of Work includes welding new plates to the existing columns and installing new epoxy anchors into column bases, which is considered repair work and Public Works has made the determination that the use of JOC is the most appropriate contracting method to deliver the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have minimal impact on current County services or projects. In conjunction with Department of Health Services, Public Works will take the appropriate measures to phase the construction to minimize impacts on operations during the repair work.

CONCLUSION

Please return one adopted copy of this letter to, Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:cg

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)

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LOS ANGELES GENERAL MEDICAL CENTER
STRUCTURAL IMPROVEMENTS PROJECT
ESTABLISH AND APPROVE PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87958
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)**

**LOS ANGELES GENERAL MEDICAL CENTER GENERAL HOSPITAL
STRUCTURAL IMPROVEMENTS PROJECT**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	January 2023*
Jurisdictional Approvals	May 2023*
Construction Start	October 2023
Substantial Completion	December 2023
Final Acceptance	April 2024

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Budget
Construction (Job Order Contracts)	\$1,287,000
Change Orders	\$ 165,000
Civic Arts	\$ 0
Construction Subtotal	\$1,452,000
Plans and Specifications	\$ 35,000
Consultant Services	\$ 40,000
Miscellaneous Expenditures	\$ 22,000
Jurisdictional Review/Plan Check/Permit	\$ 7,000
County Services	\$ 516,000
TOTAL PROJECT COST	\$2,072,000