

#### **COUNTY OF LOS ANGELES**

**CHIEF EXECUTIVE OFFICER** Fesia A. Davenport

# HEALTH AND MENTAL HEALTH CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, September 20, 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.

- I. Call to order
- II. Presentation Item(s):
  - a. CEO: Fiscal Year 2023-24 Supplemental Budget
    Mental Health
    Public Health
    Health Services
  - **b. DPH:** Approval to Execute a Master Agreement Work Order for the Provision of Temporary Personnel Services to Support the Ending the HIV Epidemic Project for the Period of November 1, 2023 through October 31, 2025 (#07084)
- III. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

IV.	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.
V.	Public Comment
VI.	Adjournment
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		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
M	ENTAL HEALTH					
20	23-24 Adopted Budget	3,459,107,000	151,406,000	3,247,742,000	59,959,000	6,733.0
1.	Mental Health Services Act (MHSA) – Previously Approved Programs: Reflects changes in MHSA funding in accordance with Board-approved plans including: a) \$23.5 million and 107.0 positions for expansion of Homeless Outreach and Mobile Engagement (HOME) teams, including field staff, clinicians, and support positions, added in FY 2022-23 mid-year budget adjustments; b) \$8.7 million for the CalMHSA joint powers agreement to fund mental health prevention programs, approved by the Board on June 27, 2023; and c) \$4.1 million for revisions to the Hollywood 2.0 Mental Health Cooperative spending plan included in the FY 2023-24 Recommended budget. (4-VOTES)	36,280,000		36,280,000		107.0
2.	MHSA – General Program Expansions: Reflects increases or new implementation of MHSA programs, including: a) \$5.0 million for Enriched Residential Care to support higher acuity patients in lower levels of care; b) \$2.1 million for Enhanced Emergency Shelter interim housing services for transition-aged youth; c) \$0.3 million and 5.0 positions for the Prevent Homelessness/Promote Health program to provide triage, clinical intervention, and service coordination; and d) \$0.1 million for stigma and discrimination reduction. (4-VOTES)	7,489,000	-	7,489,000		5.0
3.	MHSA – Partnerships with Other County Departments: Reflects MHSA funding for services provided in partnership with other County departments, including: a) \$13.0 million to the Office of Diversion and Reentry (ODR) for specialty mental health services, intensive case management, and housing subsidies to stabilize the homeless mentally ill, pro-rated for FY 2023-24, representing a subset of the \$25.0 million annual amount; b) \$3.9 million for interim housing program services with the Department of Health Services (DHS); and c) \$0.2 million for intensive case management services with DHS. (4-VOTES)	17,149,000		17,149,000		_

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
4.	Mental Health Housing Support: Reflects mental health housing and support services that have been previously approved by the Board, including: a). \$77.5 million and 6.0 positions for the Community Care Expansion Preservation Program, a State grant of capital project funds, administered by the Los Angeles Community Development Authority, and operating subsidy grant funding for DMH to support licensed residential care facilities, approved by the Board on May 2, 2023; b) \$55.6 million in State grant funding and 9.0 positions for the Behavioral Health Bridge Housing Program providing interim bridge housing and rental assistance subsides, approved by the Board on July 7, 2023; and c) \$1.6 million in State funding and 7.0 positions for No Place Like Home, to accommodate increased DMH administration of assisted rental housing capital and operating subsidies, including the fourth round of funding approved on August 9, 2022. (4-VOTES)	134,732,000		134,732,000	(v) 	22.0
5.	Bed Cost Increases: Reflects funding for new and current contract-provided mental health beds and support services administered by DMH, including: a) \$43.6 million for increased cost of existing individual- or group-provider outpatient services to Medi-Cal clients in beds such as board and care facilities throughout the County; b) \$14.9 million for 32 new psychiatric health facility beds at the restorative care village on the campus of Martin Luther King, Jr. Hospital; c) \$7.1 million for 40 new step-down subacute beds to provide skilled nursing facility services throughout the County; d) \$6.7 million for 18 new subacute surge beds in service area 8 to decompress higher level beds in the mental health system; e) \$6.0 million for 32 new mental health rehabilitation center beds at the Martin Luther King, Jr. Behavioral Health Center; f) \$4.7 million for 10 new inpatient beds in service area 2 to decompress psychiatric emergency rooms and other facilities; and g) \$3.5 million for increased cost of 32 current crisis residential treatment program beds at DHS' Rancho Los Amigos and Olive View hospitals. (4-VOTES)	86,504,000		66,966,000	19,538,000	
6	AB 109 - Public Safety Realignment Revenue: Reflects the carryover of one-time AB 109 funding for a variety of services, including: a) \$27.9 million to support the Department's efforts to employ alternative means of responding to mental health crises; b) \$0.7 million for mental health transportation and training; and c) \$0.3 million for non-emergency ambulance dispatch services. (4-VOTES)	28,904,000	_	28,904,000		_

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
7.	Realignment Revenue: Reflects a \$0.2 million increase in VLF-Realignment, which is transferred to the DMH budget unit as net County cost from the VLF-Realignment budget unit. (4-VOTES)		-	(209,000)	209,000	
8.	Position Adjustments: Reflects adjustments to improve the Department's operational effectiveness and support, including: a) \$3.0 million and 20.0 primarily clinical positions for programs serving children and families, providing intensive care and pharmacy services; b) \$2.3 million and 14.0 positions to support the departments' planning and operations, such as health program analysts, van drivers, and maintenance technicians; and c) \$0.2 million and a net zero change in positions to more accurately align classifications with assigned duties and ensure position details reflect DMH operations. (4-VOTES)	5,424,000	_	3,529,000	1,895,000	34.0
9.	Operating Costs: Reflects miscellaneous changes involving other County departments, grant funding, and adjustments to various revenues and expenditures to more closely reflect anticipated funding levels and balance the budget with available resources. (4-VOTES)	38,231,000	6,735,000	52,929,000	(21,433,000)	(1.0)
10.	Alternative Crisis Response: Reflects the carryover of one-time ARP-enabled funding for the Alternative Crisis Response program to continue to support the Department's efforts to employ alternative means of responding to mental health crises. (4-VOTES)	16,899,000			16,899,000	
	Total Changes	371,612,000	6,735,000	347,769,000	17,108,000	167.0
202	23-24 Supplemental Changes	3,830,719,000	158,141,000	3,595,511,000	77,067,000	6,900.0

### Changes from the 2023-24 Adopted Budget

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
P	JBLIC HEALTH	(+)	(*/	(*)	(+)	
20	23-24 Adopted Budget	1,910,525,000	93,298,000	1,573,706,000	243,521,000	5,573.0
1.	<b>Doula Hub:</b> Reflects the addition of 1.0 position fully offset by the deletion of 2.0 positions, resulting in the net deletion of 1.0 position, along with an increase in one-time funding to support contract services, as necessary to establish doula hub operations. (4-VOTES)	600,000	_	_	600,000	(1.0)
2.	Gun Violence Restraining Order (GVRO) Program: Reflects the addition of 2.0 positions and appropriation for County Counsel staffing, a public awareness campaign, equipment, and training/technical assistance to enhance GVRO awareness and support services. (4-VOTES)	1,115,000		-	1,115,000	2.0
3.	Sexually Transmitted Diseases (STD): Reflects a carryover of unspent Tobacco Settlement funds to support to the County's response to the rise in STD cases. (4-VOTES)	2,044,000			2,044,000	0.0
4.	African American Infant and Maternal Mortality (AAIMM): Reflects the addition of 4.0 positions, fully offset by State General Funds for the California Home Visiting Program, to support AAIMM's target of improving birth outcomes of black infants. (4-VOTES)	803,000	_	803,000		4.0
5.	Substance Abuse and Prevention Control (SAPC): Reflects various adjustments including: a) an increase of \$24.0 million fully offset with various State and federal revenues to align SAPC's budget with projected contract costs; b) an increase of \$12.3 million fully offset with a State grant for 5.0 positions and appropriation to support behavioral health bridge housing; and c) an increase of \$11.1 million fully offset with Opioid Settlement funding for 2.0 positions and appropriation for opioid crisis mitigation activities. (4-VOTES)	47,469,000		47,469,000		7.0
6.	American Rescue Plan (ARP): Reflects an increase of \$127.9 million in one-time appropriation and revenue for various Board-approved ARP Tranche 1 and Tranche 2 programs, including the County's continued response to COVID-19. Also reflects the carryover of \$29.8 million in one-time ARP-enabled funding for the Trauma Prevention and Guaranteed Income for Expectant and Parenting Mothers programs. (4-VOTES)	157,679,000		127,911,000	29,768,000	0.0

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
7.	Grant Funding Changes: Reflects various grant funding changes consisting of: a) a reduction of \$250.3 million in COVID-19 appropriation and revenue commensurate with available grant funding; b) additional funding of \$3.7 million for 7.0 positions fully offset with the federal infrastructure grant to continue strengthening Public Health's workforce; and c) additional funding of \$0.1 million fully offset with the First 5 LA grant for the design, development, and implementation of the Help Me Grow program. (4-VOTES)	(246,522,000)		(246,522,000)		7.0
8.	Position Changes: Reflects various position adjustments consisting of: a) 1.0 position fully offset with special fund revenue for the ongoing health study at Aliso Canyon; b) 1.0 position fully offset with grant revenue for early childcare and education; c) 5.0 positions offset with the deletion of 2.0 positions, for a net addition of 3.0 positions, along with a realignment of funding for the public health nurse early intervention program; and d) the addition of 2.0 positions, offset with 3.0 positions, resulting in a net deletion of 1.0 position, along with a realignment of funding for compliance management associated with Public Health's privacy programs. (4-VOTES)	365,000		365,000		4.0
9.	Ministerial Changes: Reflects various adjustments on a ministerial level to meet operational needs including changes to other County department costs, operational transfers, cyber security, enterprise systems maintenance, and budgetary realignments. (4-VOTES)	7,996,000	1,281,000	6,690,000	25,000	0.0
10.	Use of Additional Fund Balance: Reflects the use of additional fund balance to support the County's continued response to COVID-19 and its latest variants. (4-VOTES)	842,000			842,000	0.0
11.	Other County Departments Charges: Reflects an increase in charges from other County departments to more closely reflect anticipated funding levels. (4-VOTES)	127,000		-	127,000	0.0
12.	Realignment Revenue: Reflects Public Health's share of the ongoing increase experienced in VLF-Realignment revenue. (4-VOTES)	15,000		-	15,000	0.0
	Total Changes	(27,467,000)	1,281,000	(63,284,000)	34,536,000	23.0
20	23-24 Supplemental Changes	1,883,058,000	94,579,000	1,510,422,000	278,057,000	5,596.0

### Changes from the 2023-24 Adopted Budget

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
HI	EALTH SERVICES	(1)	(17	(17	(1)	
20	23-24 Adopted Budget	9,536,619,000	291,234,000	8,044,617,000	1,200,768,000	27,078.0
1.	Housing for Health (HFH) Programs: Reflects \$80.1 million in additional funding to support HFH programs as follows: a) \$51.1 million in grant funding primarily to support Safe Landing projects, housing acquisitions, and benefits advocacy; b) \$12.4 million in Measure H funding to support the L.A. Alliance settlement framework; c) \$10.9 million from L.A. Metro to expand outreach services; and d) \$5.7 million in other funding to support various housing programs. Also reflects the carryover of \$46.2 million in unspent prior-year funding for various programs. (4-VOTES)	126,320,000	30,698,000	95,506,000	116,000	_
2.	Carryover of ARP-Enabled Funding: Reflects the carryover of one-time ARP-enabled funding that was budgeted in FY 2022-23, to support various Board-approved programs. (4-VOTES)	210,474,000			210,474,000	
3.	Office of Diversion & Re-Entry (ODR) Programs: Reflects the recognition of additional funding and the net addition of 34.0 positions to support ODR programs as follows: a) \$78.8 million State grant funding and 25.0 positions to expand the Felony Incompetent to Stand Trial (FIST) program, b) \$13.1 million IFT from the Department of Mental Health (DMH) and 7.0 positions to expand the ODR Housing program, and c) \$23.2 million Assembly Bill 109/Opioid Settlement funding and 2.0 net positions to support various ODR programs. (4-VOTES)	115,087,000	13,048,000	102,039,000		34.0
4.	Integrated Correctional Health Services (ICHS) – Recruitment and Retention Bonuses: Reflects funding for recruitment and retention bonuses for select ICHS classifications that became effective May 2023, to address provisions of a Department of Justice settlement concerning mental health services and suicide prevention in the jails. (4-VOTES)	20,000,000			20,000,000	
5.	Capital Projects and Deferred Maintenance: Reflects a net increase primarily due to the establishment of new capital projects and deferred maintenance. (4-VOTES)	41,582,000		14,650,000	26,932,000	
6.	Services Provided to and From Other County Departments: Primarily reflects a net increase in services provided to the DMH, Department of Aging and Disabilities, and other departments for various programs, as well as a minor increase in services purchased from other departments. (4-VOTES)	33,850,000	33,124,000	(86,000)	812,000	

### Attachment 1a

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
7. Other Program Changes: Reflects an increase of 40.0 positions, partially offset by the deletion of 1.0 position, to expand podiatry services, physician residency programs, IT services, employee development staffing, and various other areas. (4-VOTES)	7,782,000	1,184,000	1,296,000	5,302,000	39.0
8. Ministerial Changes: Primarily reflects cost increases related to medical equipment purchases, security services, debt collection fees, and the Medical Services Affiliation Agreement with the University of California. (4-VOTES)	67,860,000	614,000	29,474,000	37,772,000	
9. Other Position Changes: Reflects an increase of 6.0 positions for various adjustments that maintain current service levels, such as the conversion of contract workers to County positions. (4-VOTES)	1,661,000		54,000	1,607,000	6.0
10. One-Time Funding: Reflects the carryover of one-time funding for the Flexible Housing Spending Pool Backstop program, Strong, Healthy, and Resilient Kids program, and the Los Angeles Network for Enhanced Services organization. (4-VOTES)	4,059,000	-		4,059,000	
11. Revenue Changes: Reflects a net increase in revenues, primarily related to the Global Payment Program, Enhanced Payment Program, and Medi-Cal Managed Care. (4-VOTES)	24,934,000	383,000	132,403,000	(107,852,000)	
12. Fund Balance and Operating Subsidies: Reflects the use of prior-year fund balance and adjustments for internal operating subsidy transfers to the hospital enterprise funds, as well as an increase in Realignment Vehicle License Fee funding. (4-VOTES)	(29,696,000)	-	(65,286,000)	35,590,000	
Total Changes	623,913,000	79,051,000	310,050,000	234,812,000	79.0
2023-24 Supplemental Changes	10,160,532,000	370,285,000	8,354,667,000	1,435,580,000	27,157.0

# BOARD LETTER/MEMO CLUSTER FACT SHEET

**DRAFT** 

Board Letter     ■	☐ Board Memo	☐ Other
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CLUSTER AGENDA REVIEW DATE	9/20/2023			
BOARD MEETING DATE	10/3/2023			
SUPERVISORIAL DISTRICT AFFECTED	⊠ All ☐ 1st ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☐ 5 <sup>th</sup>			
DEPARTMENT(S)	Public Health			
SUBJECT	APPROVAL TO EXECUTE A MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF AS-NEEDED TEMPORARY PERSONNEL SERVICES TO SUPPORT THE ENDING THE HIV EPIDEMIC PROJECT FOR THE PERIOD OF NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2025			
PROGRAM	Division of HIV and STD Programs (DHSP)			
AUTHORIZES DELEGATED AUTHORITY TO DEPT				
SOLE SOURCE CONTRACT	☐ Yes ⊠ No			
	If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS	This contract will replace the current Temporary Personnel contract for the DHSP Program that expires October 31, 2023.			
COST & FUNDING	Total cost: Not to exceed \$4,809,346 (2,404,673 annually)  TERMS (if applicable): November 1, 2023, through October 31, 2025.  Funding source: Health Resources and Services Administration (HRSA) Ending the HIV Epidemic (EHE), Centers for Disease Control and Prevention (CDC) EHE, CDC Integrated HIV Surveillance and Prevention Program (IHSPP), and HRSA Part A funds  Explanation:			
	The Total cost listed is for 2 years.			
PURPOSE OF REQUEST	MAWO will provide up to 18 temporary personnel to support the EHE Project. The staff will implement EHE activities defined in the EHE Plan (approved by federal funders) that are focused on supporting a number of assessment areas, namely surveillance infrastructure, HIV testing infrastructure, pre-exposure prophylaxis patterns for high-risk populations, mental health landscape, feasibility of routine opt-out HIV testing,			
BACKGROUND (include internal/external issues that may exist including any related motions)	partner services expansion, and community engagement.  The Temporary Personnel Services, Work Order Solicitation was released on August 2, 2023, to solicit bids for one Master Agreement Work Order (MAWO) to allow DHSP's to continue to support the EHE Project activities. These personnel will help implement the EHE strategies and provide the day-to-day operation of the four key EHE Pillars (determined by federal partners), to: 1) diagnose people with HIV as early as possible, 2) treat people with HIV quickly and effectively, 3) prevent new HIV diagnoses, and 4) respond to HIV outbreaks to engage people in HIV prevention or treatment services as quickly as possible.			
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain how: 2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations.			

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:  Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov  Emily Issa, Senior Deputy County Counsel (213) 974-1827 eissa@counsel.lacounty.gov  Mario Perez, Division of HIV and STD Programs (213) 351-8001 mjperez@ph.lacounty.gov



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

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

ANISH P. MAHAJAN, M.D., M.S., M.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

October 3, 2023

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

**Dear Supervisors:** 

APPROVAL TO EXECUTE A MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF AS-NEEDED TEMPORARY PERSONNEL SERVICES TO SUPPORT THE ENDING THE HIV EPIDEMIC PROJECT FOR THE PERIOD OF NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2025

(ALL SUPERVISORIAL DISTRICTS)

(3 VOTES)

DRAFT

#### **SUBJECT**

Request approval to execute a Master Agreement Work Order for As-Needed Temporary Personnel Services to support the Department of Public Health, Division of HIV and STD Programs in implementing the Ending the HIV Epidemic Project.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a competitively solicited Master Agreement Work Order (MAWO), substantially similar to Exhibit I, with Healthcare Staffing Professionals, Inc. for the provision of as-needed temporary personnel services to support Public Health's Division of HIV and STD Programs (DHSP) Ending the HIV Epidemic (EHE) Project, effective November 1, 2023 through October 31, 2025, in the amount of \$3,634,002, fully funded by federal grants received from the Health Resources and Services Administration (HRSA) EHE, Centers for Disease Control and Prevention (CDC) EHE, CDC Integrated HIV Surveillance and Prevention Program (IHSPP), and HRSA Part A funds.
- 2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the MAWO that: a) allow the rollover of unspent MAWO funds, as



**BOARD OF SUPERVISORS** 

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Third District

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allowed by federal grant funds; b) provide an increase or decrease in funding up to 10 percent above or below the base maximum obligation, effective upon amendment execution or at the beginning of the applicable MAWO period, and make corresponding service adjustments, as necessary; and/or c) make updates to the terms and conditions, as needed, subject to review and approval by County Counsel and notification to your Board and the Chief Executive Office.

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the MAWO that authorize modifications to or within budget categories, and make corresponding service adjustments, as necessary; make changes to hours of operation and/or service locations; and/or make corrections to the MAWO's terms and conditions.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute a MAWO with Healthcare Staffing Professionals, Inc., as a result of a competitive Work Order Solicitation (WOS) process, to provide 18 temporary personnel to support the EHE Project. These personnel will help implement the EHE strategies and provide the day-to-day operation of the four key EHE Pillars (determined by federal partners) to: 1) diagnose people with HIV as early as possible, 2) treat people with HIV quickly and effectively, 3) prevent new HIV diagnoses, and 4) respond to HIV outbreaks to engage people in HIV prevention or treatment services as quickly as possible.

Approval of Recommendation 1 will also allow Public Health to fully implement EHE activities defined in the EHE Plan (approved by federal funders) that are focused on supporting a number of assessment areas, namely surveillance infrastructure, HIV testing infrastructure, pre-exposure prophylaxis patterns for high-risk populations, mental health landscape, feasibility of routine opt-out HIV testing, partner services expansion, and community engagement. In addition, these temporary personnel positions will support linkage to, and retention in, high quality HIV care, and ensure timely access to HIV treatment and other support services (e.g., substance use disorders services) as needed. The 18 temporary personnel will support the necessary staffing to develop, implement, monitor, and evaluate new program strategies in accordance with federal, State, and local guidance for the EHE Project. The implementation and success of EHE strategies are time-sensitive, given the federal initiative was launched in 2020 with a five-year goal of reducing HIV by 75% by 2025. It is imperative qualified staff are brought on immediately to fulfill grant requirements and be responsive to community needs of persons living with and affected by HIV/AIDS.

Approval of Recommendation 2 will allow Public Health to execute amendments to the MAWO to rollover unspent funds; increase or decrease funding up to 10 percent above or below the base maximum obligation, effective upon amendment execution or at the beginning of the applicable MAWO term, and make corresponding service adjustments, as necessary; and/or make updates to the terms and conditions, as needed. Such

amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

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

#### Implementation of Strategic Plan Goals

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

#### FISCAL IMPACT/FINANCING

The total maximum obligation of the temporary personnel MAWO is \$3,634,002, for the period of November 1, 2023 through October 31, 2025, fully funded by federal grant funds received from HRSA EHE, CDC EHE, CDC IHSPP, and HRSA Part A funds.

There is no net County cost associated with this action.

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

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Both the CDC and HRSA EHE activities focus on comprehensive HIV programs that complement existing programs designed to support ending the HIV epidemic efforts by leveraging powerful data, tools, and resources with the goal of reducing new HIV infections by 75% in five years. The national EHE activities focus on addressing four goals:

- 1) Reducing new HIV transmissions;
- 2) Increasing access to care and improving health outcomes for people with HIV;
- 3) Reducing HIV-related health disparities and health inequities; and
- 4) Achieving a more coordinated national response to ending HIV.

In order to be responsive to the required EHE grant deliverables and implement innovative strategies to curb the HIV epidemic by 2025, Public Health needs to hire 18 qualified temporary personnel staff.

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

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

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

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

#### **CONTRACTING PROCESS**

On August 2, 2023, Public Health released an As-Needed Temporary Personnel Services WOS (TEMP-WOS-156) to all 10 Public Health As-Needed Temporary Personnel MA contractors qualified to provide temporary personnel services. Responses to the WOS were due to Public Health on August 30, 2023.

All requests for a Solicitation Requirements Review (SRR) and Bidders' questions were due by August 9, 2023. No questions were received by the due date. There were no requests received for SRR.

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

Two bidders requested preference program consideration for Local Small Business Enterprise (LSBE). One met the required criteria and was granted the LSBE preference.

On September 7, 2023, notifications of the WOS results were sent to the four bidders. No bidders submitted a Notice of Intent to Request a Proposed Contractor Selection Review (PCSR) and no transmittals to request a Proposed Contractor Selection Review were received by the deadline.

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

Approval of the recommended action will allow Public Health to continue implementing key strategies tied to EHE that will benefit persons at risk for and living with HIV in Los Angeles County.

Respectfully submitted,

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

BF:vt #07084

Enclosures

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

Master Agreement Number: PH-00XXXX

Work Order Number: WXX

# COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH SAMPLE MASTER AGREEMENT WORK ORDER

#### FOR

# AS-NEEDED TEMPORARY PERSONNEL SERVICES CONTRACTOR NAME

This Master Agreement Work Order and Attachments is made and entered into on by and between the County of Los Angeles, Department of Public Health, hereinafter referred to as "County," and Contractor Name, hereinafter referred to as "Contractor". Contractor is located at: XXX Main Street, Suite X, City, California 9XXXX.

#### **RECITALS**

WHEREAS, on Month Day, Year, the County and Contractor entered into Master Agreement Number PH-00XXXX to provide as-needed temporary personnel services for the Department of Public Health; and

WHEREAS, Contractor submitted a response to Work Order Solicitation Number TEMP-WOS-156 released by the County for As-Needed Temporary Personnel services; and

WHEREAS, County has been allocated funds from the Health Resources and Services Administration (HRSA) Ending the HIV Epidemic (EHE), Centers for Disease Control and Prevention (CDC) EHE, CDC Integrated HIV Surveillance and Prevention Program (IHSPP) and HRSA Part A funds to support the EHE Temporary Personnel Needs; and

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

WHEREAS, all terms of the Master Agreement PH-00XXXX remain in full force and effect.

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

#### 1.0 APPLICABLE DOCUMENTS

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

#### **Standard Attachments:**

Attachment A – Statement of Work (to be attached to final MAWO)

Attachment B – Scope of Work - Goals and Objectives (to be attached to final MAWO)

Exhibits IV – Line Item Budgets (to be attached to final MAWO)

Exhibit IV-1: Term 1Exhibit IV-2: Term 2

Attachment C – Certification of No Conflict of Interest

Attachment D – Certification of Employee Status

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

Attachment F - Contractor Acknowledgment and Confidentiality Agreement

Attachment G – County's Administration

Attachment H – Contractor's Administration

#### **2.0 WORK**

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

#### 3.0 TERM OF MASTER AGREEMENT WORK ORDER

The term of this MAWO is November 1, 2023 through October 31, 2025, unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

#### 4.0 CONTRACT RATES - PERSONNEL

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

#### 5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

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

#### 6.0 FUNDING SOURCE

Provision of services under this MAWO for EHE Temporary Personnel Services are 100 percent funded by HRSA EHE, CDC EHE, CDC IHSPP and HRSA Part A funds.

#### 7.0 MAXIMUM TOTAL AMOUNT AND PAYMENT

- 7.1 The Maximum Total Amount that County will pay Contractor for all Services to be provided under this MAWO shall not exceed \_\_\_\_\_\_dollars (\$), as set forth in Exhibits IV-1 and IV-2, Line Item Budgets, from November 1, 2023 through October 31, 2025, unless otherwise revised or amended under the terms of this MAWO.
- 7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibits IV-1 and IV-2, Line Item Budgets, attached hereto and incorporated herein by reference.
- 7.3 Contractor shall satisfactorily perform and complete all required Services in accordance with Attachment A, Statement of Work, and Attachment B, Scope of Work Goals and Objectives.
- 7.4 All invoices for payment must be submitted by Contractor to the County Project Manager, or designee, for approval no later than 30 calendar days after end of the month that the services were rendered/performed.

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

#### 8.0 INVOICE AND PAYMENTS

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

#### **Cost Reimbursement:**

- a) Salaries.
- b) Employee Benefits Full-Time At a minimum, the benefit package must include FICA, Health Insurance (Basic Health and Dental must be 100% covered by the Contractor/Employer from inception of MAWO [provision of this benefit shall be within 30 days of their start date and shall continue until the last day assigned to work under this MAWO]), Unemployment Insurance, Disability Insurance, and Workers Compensation. Benefits shall include County observed Holiday days, vacation days, and sick days.
- c) Travel Some positions will be required to travel to different locations throughout the project period as outlined in Attachment A, Statement of Work. Budget should include funding for local mileage and parking and out

of town travel reimbursement. County's current mileage reimbursement rate is \$0.615 (or 61.5 cents) per mile.

d) Indirect Costs must not exceed 10% of total direct costs.

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

#### 9.0 CONFLICT OF INTEREST

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect, or hereafter to be enacted during the term of this MAWO, further described in Paragraph 8.9 of the Master Agreement, Conflict of Interest.

#### 10.0 MANDATORY COMPLETION DATE

Contractor shall provide all deliverables no later than the Completion Dates identified in Attachment B, Scope of Work - Goals and Objectives. Contractor shall ensure all Services have been performed by such date.

#### 11.0 SERVICES

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

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

	COU	NTY OF LOS ANGELES
	Ē	Barbara Ferrer, Ph.D., M.P.H., M.Ed. Director
		CONTRACTOR
	By:	
	,	Signature
		Deinte d Neue
	Titla	Printed Name e:
APPROVED AS TO FORM: BY THE OFFICE OF THE COUNTY COUNSE DAWYN R. HARRISON County Counsel APPROVED AS TO CONTRACT ADMINISTRATION: Department of Public Health		
By Contracts and Grant Division Management #06979vt		

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

#### TABLE OF CONTENTS OF STANDARD ATTACHMENTS

#### **STANDARD ATTACHMENTS**

- A Statement of Work
- **B** Scope of Work Goals and Objectives

**EXHIBITS IV-1 and IV-2 – Line Item Budgets** 

#### Forms Required for Each MAWO Before Work Begins

- C Certification of No Conflict of Interest
- D Certification of Employee Status
- E Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- F Contractor Acknowledgment and Confidentiality Agreement
- G County's Administration
- H Contractor's Administration

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

### **CERTIFICATION OF NO CONFLICT OF INTEREST**

(No	ote:		s certification is to be executed and returner rk cannot begin on the MAWO until County	ed to County with Contractor's executed MAWO.  receives this executed document.)						
CONTRACTOR NAME										
Со	unty	Mas	ster Agreement Number: PH	Work Order Number:						
Los	s An	gele	s County Code Section 2.180.010.A provid	es as follows:						
"C	erta	in co	ontracts prohibited.							
A.	bid	Notwithstanding any other section of this code, the county shall not contract with, and shall rejected or proposal submitted by, the persons or entities specified below, unless the board of supersinds that special circumstances exist which justify the approval of such contract:								
	1.	Em bod		for which the board of supervisors is the governing						
	2.		fit-making firms or businesses in which em ve as officers, principals, partners, or majo	ployees described in subdivision 1 of subsection A shareholders;						
	3.		sons who, within the immediately precedin division 1 of subsection A, and who:	g 12 months, came within the provisions of						
		a.	Were employed in positions of substantial performed by the contract; or	responsibility in the area of service to be						
		b.	Participated in any way in developing the	contract or its service specifications; and						
	4.		fit-making firms or businesses in which the section A, serve as officers, principals, par	former employees, described in subdivision 3 of tners, or major shareholders."						
Co	ntra	ctor's	s behalf, who prepared and/or participated	actor Personnel, nor any other person acting on in the preparation of the bid or proposal submitted ew of County Code Section 2.180.010.A, above.						
l de	eclai	re un	der penalty of perjury that the foregoing is	true and correct.						
Sig	natu	ure o	f Authorized Official							
Pri	nted	l Nan	ne of Authorized Official							
Titl	e of	Auth	norized Official							

Date

# AS-NEEDED TEMPORARY PERSONNEL SERVICES MASTER AGREEMENT WORK ORDER

#### **CERTIFICATION OF EMPLOYEE STATUS**

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

CONTRACTOR NAME							
County Master Agreement Number: PH Work Order Numb	er:						
I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable State and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by State and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Master Agreement Work Order.							
<u>EMPLOYEES</u>							
1							
2							
3.							
4							
I declare under penalty of perjury that the foregoing is true and correct.							
Signature of Authorized Official							
Printed Name of Authorized Official							
Title of Authorized Official							
Date							

# HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

#### **INADVERTENT ACCESS**

It is the intention of the parties that County will provide Contractor with de-identified data only. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records, protected health information, and/or personally identifiable information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records or protected health information for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records, protected health information, and/or personally identifiable information. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable Department of Public Health Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records, protected health information, and/or personally identifiable information. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

### CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note:	This certification is to be executed and returned to Co Work cannot begin on the Work Order until County re					
Contract	tor Name:					
County I	Master Agreement Number: PH	Work Order Number	:			
GENER	AL INFORMATION:					
certain s	ntractor referenced above has entered into a Master Agervices to the County. The County requires the Corpontiality Agreement.					
CONTR	ACTOR ACKNOWLEDGEMENT:					
independ Contract Contract	tor understands and agrees that the Contractor employ dent contractors (Contractor's Staff) that will provide s tor's sole responsibility. Contractor understands and a tor for payment of salary and any and all other benefits under the above-referenced Master Agreement.	ervices in the above regrees that Contractor'	eferenced s Staff m	d agreement are ust rely exclusively upon		
Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.						
CONFID	DENTIALITY AGREEMENT:					
Angeles to perso have acc The Cou data and understa will prote	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.					
informat and the	Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.					
Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.						
	tor and Contractor's Staff agree to report any and all v tor's Staff and/or by any other person of whom Contra					
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.						
SIGNAT	URE:	_ DATE:	/	_/		
PRINTE	D NAME:	_				
POSITIO	ON:					

## **COUNTY'S ADMINISTRATION**

WORK ORDER NUMBER: PH-00XXXX-WXX

## **CONTRACTOR'S ADMINISTRATION**

CONTRACTOR NAME.	
MASTER AGREEMENT	T WORK ORDER NO.
CONTRACTOR PROJE	CT DIRECTOR:
Name:	
Title:	
Address:	
Telephone:	Facsimile:
E-Mail Address:	
CONTRACTOR'S AUTI	HORIZED OFFICIAL(S):
Name:	
Title:	
Address:	
Telephone:	Facsimile:
E-Mail Address:	
Name:	
Title:	
Address:	
Telephone:	Facsimile:
E-Mail Address:	
Notices to Contractor	shall be sent to the following person and address:
Name:	
Γitle:	
Address:	
Геlephone:	Facsimile:
E-Mail Address:	