



HEALTH AND MENTAL HEALTH CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, January 10, 2024

TIME: 11:30 A.M.

THIS MEETING WILL BE HELD IN A HYBRID FORMAT WHICH ALLOWS THE PUBLIC TO PARTICIPATE VIRTUALLY, OR IN-PERSON, AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER, WHICH SUSPENDED THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.

To participate in the meeting, in person, the 1/10/2024 meeting's location is:

**KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012
ROOM 374-A**

TO PARTICIPATE IN THE MEETING VIRTUALLY, PLEASE CALL THE TELECONFERENCE NUMBER: 1 (323) 776-6996 AND ENTER THE FOLLOWING: 403 234 317# OR [CLICK HERE TO JOIN THE MEETING](#)

PLEASE NOTE THAT THE FOLLOWING HEALTH AND MENTAL HEALTH CLUSTER MEETING AND ALL CLUSTER MEETINGS THEREAFTER WILL BE HOSTED AT THE FOLLOWING LOCATION:

**VERMONT CORRIDOR
510 SOUTH VERMONT AVENUE, LOS ANGELES, CA 90020
PRESS ROOM ON 9TH FLOOR (ROOM 9K02)**

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. **Information Item(s) (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**

- a. **DHS:** Authorization to Accept Forthcoming Federal Funding from the Health Resources and Services Administration for Screening and Treatment for Maternal Depression and Related Behavioral Disorders Program
- b. **DPH:** Board Resolution to Recommend to the California Department of Health Care Services Approval of an Application for a Driving-Under-The-Influence License (#07341)
- c. **DPH:** Authorization to Accept and Implement a Forthcoming Amendment and Future Awards and/or Amendments from the Centers for Disease Control and Prevention to Support Strengthening STD Prevention and Control for Health Departments and/or Related Awards for STD Prevention Services (#07338)

III. Presentation Item(s):

- a. **CEO:** Measure B Advisory Board: Unallocated Funding Recommendations
- b. **DHS:** Approval of Ordinance Amendment to the County Code, Title 2 – Administration of the Los Angeles County Code Relating to the Department of Health Services: Adding Flexibilities in the Director's Ability to Reduce Patient Account Liabilities and Create and Modify Charity Care Policies, and Delegating Authorities Pursuant to Such Amendments
- c. **DPH:** Authorization to Accept and Implement a Grant Award, Accept a Forthcoming Grant Award, and Delegated Authority to Accept Future Awards and/or Amendments from the Centers for Disease Control and Prevention to Support Epidemiology and Laboratory Capacity for Infectious Diseases (#07325)
- d. **DPH:** Approval to Execute Three New Contracts for the Provision of Data to Care Services (#07292)
- e. **DPH:** Approval to Execute Amendments to 13 STD Prevention Services Contracts to Increase Funding for Various Terms (#07366)
- f. **ISD/DHS:** LA General Underground Storage Tank Repair Project. The Internal Services Department is seeking Board approval of the project, approval of the project budget and related appropriation adjustment, find

the proposed project to be exempt from the California Environmental Quality Act and authorize a Board approved Job Order Contract to deliver the project

- 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	1/10/2024	
BOARD MEETING DATE	1/23/2024	
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	Accept forthcoming Federal funding from the Health Resources and Services Administration (HRSA) for Screening and Treatment for the Maternal Depression and Related Behavioral Disorders Program	
PROGRAM	MAMA's Perinatal Resources to Optimize Mental Health Interventions and Substance Use Treatment Excellence Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Not Applicable	
COST & FUNDING	Total cost: Not Applicable	Funding source: There is no net County cost associated with accepting \$3,749,020 in HRSA funding.
	TERMS (if applicable): Not Applicable	
	Explanation: There is no net cost to the County	
PURPOSE OF REQUEST	Authorize the DHS Director or designee to Accept forthcoming Federal funding from HRSA for Screening and Treatment for the Maternal Depression and Related Behavioral Disorders Program and to execute any necessary documents to accept the funding.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Perinatal Mental Health (MH) and Substance-Use-Disorders (SUD) dramatically affect maternal and child health in LA County and California overall. Overdose is the second leading cause of death during the perinatal period in California. Suicide emerges as the seventh leading cause. Together, these comprise 18% of deaths in the perinatal period. Most of the pregnancy associated deaths by suicide in California occur late in the postpartum period (between six weeks through one year), and results from a statewide review of pregnancy associated suicide deem half of these deaths preventable. Over half of perinatal associated suicides in California are directly associated with withdrawal from, changes to, or suboptimal dosing of psychiatric medications. Importantly, women at risk for perinatal overdose or suicide are in contact with the health system but are not supported sufficiently. Among mothers in California who died by suicide or overdose, 74% made at least one emergency department or hospital visit, and 39% made more than three visits, pointing to a crucial need to expand screening, referral, and sustained Maternal Mental Health (MMH) and SUD treatment.</p> <p>DHS will address these inequities in LA County by expanding the capacity of frontline healthcare providers (OB/GYNs, Midwives, Nurse Practitioners, Psychiatrists, and Primary Care Providers) to: 1) assess, screen, treat, and manage MH and/or SUD among pregnant and postpartum people; 2) refer more complex patients for evaluation and treatment; and 3) connect to supportive/adjunctive services and ongoing care.</p> <p>The MAMA's PROMISE Program's network will offer real-time provider-to-provider psychiatric consultation, care coordination, support services, and treatment planning, built on culturally and linguistically appropriate training to maternity care and behavioral health providers and clinical practices. Over the course of this program, DHS will increase: 1) routine behavioral health screening and detection for pregnant and postpartum people; 2) assessment, brief intervention, treatment, and referral of MMH and SUD conditions through the use of evidence-based practices; and 3) access to treatment and recovery support services for pregnant and postpartum persons that are culturally and linguistically appropriate, community-based, trauma-informed, and available either in-person or via telehealth.</p> <p>To ensure equity, scalability, and sustainability in the delivery of the MAMA's PROMISE Program, it is logical to initially launch the program within LA County rather than statewide. LA County is home to ten million people, encompasses a geographic region of over four thousand square miles, and is the largest non-state-level government entity in the country; representing one of the most racially and ethnically diverse communities; and is home to over one-third of California's persons who are not documented. Nearly one-quarter of California's population resides in LA County and approximately 40% are covered by Medicaid. An average of 100,000 births occurs annually in LA County; this comprised about a quarter of all California births in 2020.</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 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, Erin Saleeby, Chief Physician II OBGYN-General, (310) 222-3544, esaleeby@dhs.lacounty.gov County Counsel, Brandi Moore, Deputy County Counsel, (213) 974-1825 bmoore@counsel.lacounty.gov

January 23, 2024

DRAFT

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 FORTHCOMING FEDERAL FUNDING FROM THE
HEALTH RESOURCES AND SERVICES ADMINISTRATION FOR
SCREENING AND TREATMENT FOR MATERNAL DEPRESSION AND RELATED
BEHAVIORAL DISORDERS PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request for authorization to accept forthcoming Federal funding from the Health Resources and Services Administration (HRSA) for the Department of Health Services (DHS) MAMA's Perinatal Resources to Optimize Mental Health Interventions and Substance Use Treatment Excellence (PROMISE) Program to improve behavioral health and reduce maternal health inequities in Los Angeles County (LA County).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of Health Services (Director), or designee, to accept forthcoming funding in the amount of \$749,804 annually for five (5) years, for a total funding in the amount of \$3,749,020, as well as any supplemental funding that may be awarded under this mechanism from the HRSA for the MAMA's PROMISE Program, and to execute any necessary documents to accept the funding, effective upon execution, subject to review and approval as to form by County Counsel.
2. Delegate authority to the Director, or designee, to execute amendments to the HRSA grant award and all related documents, to (a) extend the term; (b) adjust the scope, budget, or funding amount(s); and (c) reflect non-material and/or ministerial revisions to the grant's terms and conditions, subject to review and approval as to form by County Counsel, and notification to the Board of Supervisors (Board) and Chief Executive Officer (CEO) related to parts (a) and (b) of this recommendation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

Perinatal Mental Health (MH) and Substance-Use-Disorders (SUD) dramatically affect maternal and child health in LA County and California overall. Overdose is the second leading cause of death during the perinatal period in California. Suicide emerges as the seventh leading cause, together, these comprise 18% of deaths in the perinatal period. Most of the pregnancy associated deaths by suicide in California occur late in the postpartum period (between six weeks through one year), and results from a statewide review of pregnancy associated suicide deem half of these deaths preventable. Over half of perinatal associated suicides in California are directly associated with withdrawal from, changes to, or suboptimal dosing of psychiatric medications. Importantly, women at risk for perinatal overdose or suicide are in contact with the health system but are not supported sufficiently. Among mothers in California who died by suicide or overdose, 74% made at least one emergency department or hospital visit, and 39% made more than three visits, pointing to a crucial need to expand screening, referral, and sustained Maternal Mental Health (MMH) and SUD treatment.

DHS will address these inequities in LA County by expanding the capacity of frontline healthcare providers (OB/GYNs, Midwives, Nurse Practitioners, Psychiatrists, and Primary Care Providers) to: 1) assess, screen, treat, and manage MH and/or SUD among pregnant and postpartum people; 2) refer more complex patients for evaluation and treatment; and 3) connect to supportive/adjunctive services and ongoing care.

The MAMA's PROMISE Program's network will offer real-time provider-to-provider psychiatric consultation, care coordination, support services, and treatment planning, built on culturally and linguistically appropriate training to maternity care and behavioral health providers and clinical practices. Over the course of this program, DHS will increase: 1) routine behavioral health screening and detection for pregnant and postpartum people; 2) assessment, brief intervention, treatment, and referral of MMH and SUD conditions through the use of evidence-based practices; and 3) access to treatment and recovery support services for pregnant and postpartum persons that are culturally and linguistically appropriate, community-based, trauma-informed, and available either in-person or via telehealth.

To ensure equity, scalability, and sustainability in the delivery of the MAMA's PROMISE Program, it is logical to initially launch the program within LA County rather than statewide. LA County is home to ten million people, encompasses a geographic region of over four thousand square miles, and is the largest non-state-level government entity in the country; representing one of the most racially and ethnically diverse communities; and is home to over one-third of California's persons who are not documented. Nearly one-quarter of California's population resides in LA County and approximately 40% are

covered by Medicaid. An average of 100,000 births occurs annually in LA County; this comprised about a quarter of all California births in 2020.

Recommendations

Approval of the first recommendation will allow the Director, or designee, on behalf of the MAMA's PROMISE Program to accept forthcoming Federal funding in the amount of \$749,804 annually for five (5) years as well as any supplemental funding that may be awarded under this mechanism from the HRSA, and to execute any necessary documents.

Approval of the second recommendation will allow the Director, or designee, to execute future amendments to the HRSA award and any related documents, extend the term and funding of the grant, and reflect non-material and/or ministerial revisions to the grant's terms and conditions, subject to review and approval as to form by County Counsel and notification to the Board and CEO.

Implementation of Strategic Plan Goals

The recommended actions support Strategy II.2, "Support the Wellness of Our Communities" and Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability" of LA County's Strategic Plan.

FISCAL IMPACT/FINANCING

DHS will include the necessary appropriation and revenue changes during the Final Changes Budget process in Fiscal Year 2024-25 and will request continued funding and necessary changes in future fiscal years, as needed. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In June 2023, DHS was granted delegated authority from the California Department of Health Care Services (DHCS) to be the California applicant for the HRSA Maternal Mental Health and Substance Use Disorders grant described above. Due to the size of the population, demonstrated need, and the history of program building and infrastructure within LA County, the State of California has recognized the unique positionality of LA County as poised to implement this HRSA opportunity. The robust perinatal health infrastructure within LA County's DHS lends itself to rapid establishment, enhancement, and sustained care to pregnant and postpartum individuals.

CONTRACTING PROCESS

Not applicable at this time. In the event additional services are needed to support DHS' successful implementation or execution of this grant, the Contracts and Grants Division

will facilitate competitive solicitations via Board approved DHS contracting vehicles, such as the Healthcare Ancillary Services Master Agreement (HASMA) or Professional and Technical Services Master Agreement (PAT SMA).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The primary goal of the PROMISE Program is to establish high-quality, real-time, provider-to-provider consultation lines for both reproductive psychiatric and SUD management for peripartum patients, with a virtual care evaluation option for complex patients. Approval of the recommended actions will support DHS' goals for improved health outcomes for patients with high-risk pregnancies in LA County communities impacted by mental health and SUDs.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:ym

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/10/2024							
BOARD MEETING DATE	1/23/2024							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Department of Public Health (Public Health)							
SUBJECT	BOARD RESOLUTION TO RECOMMEND TO THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES APPROVAL OF AN APPLICATION FOR A DRIVING-UNDER-THE-INFLUENCE LICENSE							
PROGRAM	Substance Abuse Prevention and Control (SAPC) Bureau							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" 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	<table border="1"> <tr> <td>Total cost: N/A</td><td>Funding source: N/A</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: N/A	Funding source: N/A	TERMS (if applicable): N/A		Explanation: N/A	
Total cost: N/A	Funding source: N/A							
TERMS (if applicable): N/A								
Explanation: N/A								
PURPOSE OF REQUEST	<p>The Driving-Under-the-Influence (DUI) program is intended to provide participants awareness of the impact, significance, and consequences of a DUI offense and to assist in the rehabilitation of persons convicted of a DUI as a result of consuming intoxicating alcohol or drugs or being under the combined influence of alcohol and drugs. The DUI program is designed to educate first-time and repeat offenders and to assist participants in decreasing or abstaining from alcohol and/or drug usage. The overall objective is to decrease the incidence of DUI offenses. All DUI program service providers must be licensed by California Department of Health Care Services (DHCS).</p> <p>On June 9, 2015, your Board approved the execution of Memoranda of Understanding (MOU) with 41 DUI service providers effective July 1, 2015 through June 30, 2020, with an option to extend thereafter through June 30, 2025 and delegated authority to Public Health to amend the MOU.</p> <p>Subsequently, Public Health executed an MOU with Driver Safety Awareness Program, Inc. (DSAP) effective July 1, 2015 through June 30, 2025. DSAP is currently licensed for Wet Reckless and First Offender DUI programs in Service Planning Area 2.</p>							
BACKGROUND (include internal/external issues that may exist including any related motions)	Program Management Consulting Services, LLC (PMCS) entered into a consulting agreement with DSAP to assist with DUI program operations to enhance DSAP's ability to serve the community. PMCS then purchased the Driver Safety Awareness Program from the owners of DSAP, and DSAP intends to transfer the ownership of their DUI operations to PMCS. PMCS intends to operate as a licensed DUI provider in							

	<p>the San Fernando Valley area. The transfer of ownership from DSAP to PMCS will occur upon approval of the new license by DHCS.</p> <p>The California Code of Regulations requires that the county alcohol program administrator and the county alcohol advisory board review DUI program license applications and submit their recommendations to the county board of supervisors. The county board of supervisors shall then select applications to submit to DHCS for final approval.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how: Board Priority: Care First Jail Last/ Justice Reform – By increasing the amount of DUI program service providers for First Offender participants, to assist in their rehabilitation, and assist in decreasing or abstaining from alcohol and/or drug usage.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Joshua Bobrowsky, Public Health Director 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>Gary Tsai, Public Health Substance Abuse Prevention and Control (626) 299-3504 GTsai@ph.lacounty.gov</p>



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, Suite 806
Los Angeles, CA 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

January 23, 2024

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:

**BOARD RESOLUTION TO RECOMMEND TO THE CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES APPROVAL OF AN APPLICATION FOR A DRIVING-UNDER-
THE-INFLUENCE LICENSE
(THIRD SUPERVISORIAL DISTRICT)
(3 VOTES)**

SUBJECT

Request approval of a resolution to submit the Program Management Consulting Services, LLC application for a Driving-Under-the-Influence program license to the California Department of Health Care Services for approval.

IT IS RECOMMENDED THAT THE BOARD:

Approve the attached Board Resolution, Exhibit I, delegating authority to the Director of the Department of Public Health (Public Health), or designee, to submit for approval to the California Department of Health Care Services (DHCS) an application for a Driving-Under-the-Influence (DUI) program license for Program Management Consulting Services, LLC (PMCS), as recommended by the Los Angeles County Commission on Alcohol and Other Drugs (Alcohol Commission) and Public Health, in accordance with State regulations for DUI program licenses.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DUI program is intended to provide participants awareness of the impact, significance, and consequences of a DUI offense and to assist in the rehabilitation of persons convicted of a DUI as a result of consuming intoxicating alcohol or drugs or being under the combined influence of alcohol and drugs. The DUI program is designed to educate first-time and repeat offenders and to assist participants in decreasing or abstaining from alcohol and/or drug usage. The overall objective is to decrease the incidence of DUI offenses. All DUI program service providers must be licensed by DHCS.

On June 9, 2015, your Board approved the execution of Memoranda of Understanding (MOU) with 41 DUI service providers effective July 1, 2015 through June 30, 2020, with an option to extend thereafter through June 30, 2025 and delegated authority to Public Health to amend the MOU.

Subsequently, Public Health executed an MOU with Driver Safety Awareness Program, Inc. (DSAP) effective July 1, 2015 through June 30, 2025. DSAP is currently licensed for Wet Reckless and First Offender DUI programs in Service Planning Area 2.

PMCS entered into a consulting agreement with DSAP to assist with DUI program operations to enhance DSAP's ability to serve the community. PMCS then purchased the Driver Safety Awareness Program from the owners of DSAP, and DSAP intends to transfer the ownership of their DUI operations to PMCS. PMCS intends to operate as a licensed DUI provider in the San Fernando Valley area. The transfer of ownership from DSAP to PMCS will occur upon approval of the new license by DHCS.

The California Code of Regulations requires that the county alcohol program administrator and the county alcohol advisory board review DUI program license applications and submit their recommendations to the county board of supervisors. The county board of supervisors shall then select applications to submit to DHCS for final approval.

In accordance with these State regulations, Public Health and the Alcohol Commission have reviewed the DUI program license application for PMCS and recommend that your Board approve the submission of this application to DHCS for approval.

Approval of the recommended action will allow Public Health, in agreement with the Alcohol Commission, to submit PMCS's DUI program license application to DHCS for approval, as required by State regulations. Public Health will exercise its delegated authority to amend the existing MOU with DSAP to reflect the change in ownership from DSAP to PMCS.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions, Objective I.2.3 – Integrate Substance Use Disorder (SUD) Treatment Services of

the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There are no net County costs associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHCS licenses programs, establishes program regulations, and approves participant fees and fee schedules. The County is responsible for ensuring the provision and compliance of DUI program services at the local level.

California Code of Regulations, Title 9, Division 4, Chapter 3, Subchapter 2, Article 1, Section 9802(c) states that a new application for licensure pursuant to Section 9804 shall be required to establish a new DUI program whenever there is a sale or transfer of ownership from one legal entity to another, or whenever there is any proposed change in the ownership of a DUI program.

The California Code of Regulations, Title 9, Division 4, Chapter 3, Subchapter 2, Article 2, Section 9810 governs the review and recommendation of DUI program license applications.

PMCS is in compliance with State laws and DUI program regulations.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow Public Health to recommend approval of a DUI program application which, if approved, will allow PMCS to provide DUI program services in the San Fernando Valley area.

Respectfully submitted,

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

BF:sa
#07341

Enclosure

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

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH

**RESOLUTION AUTHORIZING
RECOMMENDATION TO THE CALIFORNIA STATE
DEPARTMENT OF HEALTH CARE SERVICES**

WHEREAS, the Director of the Department of Public Health (Public Health), or designee, in concurrence with the Los Angeles County Commission on Alcohol and Other Drugs (Alcohol Commission), recommends the Board of Supervisors submit for approval to the California State Department of Health Care Services (DHCS) an application for additional Driving-Under-the-Influence (DUI) program license for Program Management Consulting Services, a California Limited Liability Corporation (PMCS). The additional license will allow PMCS to provide DUI services for First Offender participants in San Fernando Valley, in accordance with State regulations.

WHEREAS, PMCS demonstrates that it has sufficient resources, technical expertise, and/or experience to provide DUI program services.

WHEREAS, The California Code of Regulations, Title 9, Division 4, Chapter 3, Subchapter 2, Article 2, Section 9810 mandates that the county board of supervisors shall review the application and shall select applications to be submitted to DHCS for final approval of licensure.

NOW, THEREFORE, be it resolved that the County of Los Angeles Board of Supervisors, with the recommendation of the Alcohol Commission and Public Health, has selected the DUI Program application of PMCS for DUI Program Services and authorizes the submission of the application to DHCS for final approval of PCMS's DUI Program license.

BE IT FURTHER RESOLVED that the Director of Public Health, or designee, is hereby authorized to submit to DHCS the necessary application for PMCS for final approval.

The foregoing resolution was passed on _____ day of _____, 2024 adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

Celia Zavala, Executive Officer of the Board of
Supervisors
County of Los Angeles

APPROVED AS TO FORM:
DAWYN R. HARRISON
COUNTY COUNSEL

By _____
Sr. Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/10/2024							
BOARD MEETING DATE	1/23/2024							
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	Provide authorization to accept and implement a forthcoming amendment and/or future awards and/or amendments from the Centers for Disease Control and Prevention (CDC) to support STD Prevention Activities in Los Angeles County.							
PROGRAM	Division of HIV and STD Programs							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why							
DEADLINES/ TIME CONSTRAINTS	February 1, 2024 - start of extended grant cycle							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$3,356,049 annually</td><td>Funding source: Centers for Disease Control and Prevention</td></tr> <tr> <td colspan="2">TERMS (if applicable): February 1, 2024 through January 31, 2025</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$3,356,049 annually	Funding source: Centers for Disease Control and Prevention	TERMS (if applicable): February 1, 2024 through January 31, 2025		Explanation:	
Total cost: \$3,356,049 annually	Funding source: Centers for Disease Control and Prevention							
TERMS (if applicable): February 1, 2024 through January 31, 2025								
Explanation:								
PURPOSE OF REQUEST	<p>To accept a forthcoming grant award from the CDC to continue STD Prevention efforts for the period of February 1, 2024 through January 31, 2025. Public Health is requesting delegated authority to accept the extended term award of the current grant cycle. During the extended grant cycle, Public Health will continue to address STD burden in the County by: 1) Monitoring annual chlamydia, gonorrhea, syphilis and congenital syphilis incidence and prevalence through surveillance; 2) Responding to STD-related outbreaks; 3) Promoting state-of-the-art STD specialty care services and expand STD screening, diagnosis and treatment among high priority populations in areas of high rate of disease; 4) Promoting STD prevention to the public (e.g. develop STD social marketing campaigns); and 5) Conducting epidemiological analysis, translation, and dissemination of data to help plan and prioritize future STD program activities.</p>							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Since 1990, your Board has approved acceptance of grant funds from the CDC for STD-related activities. On December 11, 2018, your Board delegated authority to Public Health to accept a forthcoming award from the CDC for Request for Application PS19-1901, STD PCHD for the five-year term of January 1, 2019 through December 31, 2019, at an amount estimated not to exceed \$3,219,056, and delegated authority to accept future amendments/awards through December 31, 2023.</p>							
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations.							

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: 2. Alliance for Health Integration; services integrate services across health services and public health to assist client's access to care and address mental health
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, 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



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

DRAFT

January 23, 2024

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

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT A FORTHCOMING
AMENDMENT AND FUTURE AWARDS AND/OR AMENDMENTS FROM THE
CENTERS FOR DISEASE CONTROL AND PREVENTION TO SUPPORT
STRENGTHENING STD PREVENTION AND CONTROL FOR HEALTH
DEPARTMENTS AND/OR RELATED AWARDS FOR STD PREVENTION
SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Provide authorization to accept and implement a forthcoming amendment and/or future awards and/or amendments from the Centers for Disease Control and Prevention to support STD prevention services in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Public Health (Public Health), or designee, to accept and implement a forthcoming amendment from the Centers for Disease Control and Prevention (CDC), Assistance Listing Number 93.977, to support Strengthening STD Prevention and Control for Health Departments (STD PCHD) efforts for the extension period of February 1, 2024,

through January 31, 2025, at an estimated \$3,356,049 annually, as determined by the CDC, subject to review and approval by County Counsel.

2. Delegate authority to the Director of Public Health, or designee, to accept future award(s) and/or amendment(s) that are consistent with the requirements of the CDC award referenced in Recommendation 1 that provide additional funding for STD-related activities; extend the awards at amounts to be determined by CDC; and/or provide an increase or decrease in funding, subject to review and approval by County Counsel, and notification to your Board and the CEO.
3. Delegate authority to the Director of Public Health, or designee, to accept future amendments that are consistent with the requirements of the CDC awards 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 ACTION

Approval of Recommendation 1 will allow Public Health to accept a forthcoming amendment from the CDC that extends the term of award number NH25PS005130, allowing Public Health to continue STD Prevention efforts for the period of February 1, 2024, through January 31, 2025. During the extension period, Public Health will continue to address STD burden in Los Angeles County (LAC) by: 1) monitoring annual chlamydia, gonorrhea, syphilis, and congenital syphilis incidence and prevalence through surveillance; 2) responding to STD-related outbreaks; 3) promoting state-of-the-art STD specialty care services and expanding STD screening, diagnosis, and treatment services among high priority populations in areas with high rates of disease; 4) promoting STD prevention to the public (e.g. develop STD social marketing campaigns); and 5) conducting epidemiological analysis, translation, and dissemination of data to help plan and prioritize future STD program activities.

Approval of Recommendation 1 will also allow Public Health to continue supporting community sexual health programs. Public Health will rigorously evaluate and modify STD goals and activities, while building collaborations with affected communities to help address disease disparities.

Approval of Recommendation 2 will allow Public Health to accept future awards and/or amendments that are consistent with the requirements of the award referenced above to provide additional funding for STD-related activities; extend the award at amounts determined by the CDC; 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 CDC awards referenced above that reflect

non-material or ministerial revisions to the award's terms and conditions, roll over unspent funds, and/or redirection of funds.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

Public Health will accept a forthcoming amendment from the CDC to extend the term at an estimated annual amount of \$3,356,049, for the period of February 1, 2024, through January 31, 2025. Final funding will be determined by the CDC. Funds will be used to continue client STD screenings and treatment, promote STD prevention activities, conduct disease investigation and interventions, and expand access to STD-related services.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1990, your Board has approved acceptance of grant funds from the CDC for STD-related activities. On December 11, 2018, your Board delegated authority to Public Health to accept a forthcoming award from the CDC for Request for Application (RFA) PS19-1901, STD PCHD for the five-year term of January 1, 2019, through December 31, 2019, at an amount estimated not to exceed \$3,219,056, and delegated authority to accept future amendments/awards through December 31, 2023.

On April 14, 2023, the CDC notified Public Health of their decision to extend the current project period to ensure ample time to address activities that may have been impacted by COVID-19, and to provide an opportunity for STD PCHD recipients to conduct listening sessions as the CDC planned for the next award. This change resulted in the STD PCHD project period being extended to six years, with a new end date of January 31, 2025.

On September 6, 2023, I notified your Board that I was accepting an amendment from CDC approving Public Health's May 9, 2023 request to extend the project and budget period for 30 days beyond the original scheduled end date of December 31, 2023, to January 31, 2024.

On September 21, 2023, the CDC notified Public Health of its decision to further extend the current project period with a project end date of January 31, 2026.

Under this current action, Public Health is requesting authority to accept amendments that extend the award through January 31, 2026, and subsequent awards from the CDC under a new RFA for STD-related work as directed by the CDC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to accept forthcoming funds from the CDC to continue to support oversight and coordination of STD prevention activities in LAC.

Respectfully submitted,

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

BF:jb
BL#7338

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/10/2024	
BOARD MEETING DATE	1/23/2024	
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	Requests for the Board of Supervisors to amend Sections 2.76.046 and 2.76.350 of the Los Angeles County Code to increase the Director of Health Services' ability to reduce patient account liabilities and to create and modify charity care policies.	
PROGRAM	Office of Patient Access	
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: No additional County funds are requested as part of the recommended actions. Funding source: There is no funding source due to both charity care and reducing liabilities are associated with populations who are generally unable to pay.	
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	When DHS provides health care services to patients, patients become liable for payment. However, a significant proportion of DHS' patient population either lacks the ability to pay or would be significantly burdened by medical debt were they to pay. Los Angeles County Code sections 2.76.046 and 2.76.350 delegate the Director authority to reduce patient account liabilities and create charity care policies, respectively. DHS is requesting this proposed ordinance revision to increase its ability under these sections to waive and reduce patient account liabilities and create and modify charity care policies.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The first change to 2.76.046 eliminates the cap on the Director's authority to waive a patient's account liability. This modification, allows the Director to waive debts above the previous limit of, "the greater of (i) \$15,000, or (ii) \$75,000 or 50 percent of the account balance, whichever is less." The Board has no such limit. The change, along with others in 2.76.046, removes the need for compromise settlement board letters and the associated burden on DHS and Board. The Board will continue to be able to track amounts DHS adjusts or waives through reports sent from DHS to Treasurer and Tax Collector (TTC), and then along to the Board.</p> <p>The modifications to 2.76.046 subsection (C), eliminate duplicative reporting to the Board. 2.76.046(C) used to mandate board reports, like those related to compromise settlements. The subsection has been removed because it was redundant.</p> <p>Changes to 2.76.350(B) remove the requirement for amendments to the Ability-To-Pay policy (ATP) "by the board." DHS administers ATP – a charity care policy for Los Angeles County (County) residents. Historically amendments have needed Board approval prior to implementation. The modification allows DHS to make ATP policy changes without coming before the Board, which will accelerate the implementation of policies that increase accessibility to County residents. The modifications in subsection (C), relating to non-ATP charity care policies allows: (i) those policies to last for more than three (3) years; (ii) for the creation of new policies without Board approval, and (iii) the creation of certain charity care policies that apply retroactively. The retroactive nature of the charity care policies will be useful for DHS in relieving burdens on its system and population resulting from catastrophes.</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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Doi, Director, Patient Access and Experience, (213) 422-5530, sdoi@dhs.lacounty.gov Matthew Marlowe, Senior Deputy County Counsel, (510) 529-9832, mmarlowe@counsel.lacounty.gov	

January 23, 2024

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:

**APPROVAL OF AN ORDINANCE AMENDING TITLE 2 – ADMINISTRATION OF THE
LOS ANGELES COUNTY CODE RELATING TO THE DEPARTMENT OF HEALTH
SERVICES' ABILITY TO REDUCE PATIENT ACCOUNT LIABILITIES AND TO
CREATE AND MODIFY CHARITY CARE POLICIES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Requests for the Board of Supervisors (Board) to amend Sections 2.76.046 and 2.76.350 of the Los Angeles County Code to increase the Director of Health Services' (Director) ability to reduce patient account liabilities and to create and modify charity care policies.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Section 2.76.046 (Director—Reducing patient account liabilities) and Section 2.76.350 (Medical care, hospital care and public assistance—Costs to be collected by county—Reduced-cost plan/no-cost plan pilot projects) in Title 2 – Administration – of the Los Angeles County Code.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

When DHS provides health care services to patients, patients become liable for payment. However, a significant proportion of DHS' patient population either lacks the ability to pay or would be significantly burdened by medical debt were they to pay. Los Angeles County Code sections 2.76.046 and 2.76.350 delegate the Director authority to reduce patient account liabilities and create charity care policies, respectively. DHS is requesting this proposed ordinance revision to increase its ability under these sections to waive and reduce patient account liabilities and create and modify charity care policies.

The first change to 2.76.046 eliminates the cap on the Director's authority to waive a patient's account liability. This modification, allows the Director to waive debts above the previous limit of, "the greater of (i) \$15,000, or (ii) \$75,000 or 50 percent of the account balance, whichever is less." The change, along with others in 2.76.046, removes the need for compromise settlement board letters and the associated burden on DHS and Board. The Board will also continue to be able to track amounts DHS adjusts or waives through reports sent from DHS to Treasurer and Tax Collector (TTC), and then along to the Board.

In addition to the foregoing, the second amendment replaces the existing requirement that DHS assess the relative costs of administering collections, as compared to the expected amount of revenue, with the broader statutory set of rationales available to the Director to reduce patient account liabilities. The circumstances in which charge adjustments are possible now include situations where, "the cost of administering a collection procedure would exceed the amount of revenue which might reasonably be anticipated would be recovered;" or "the patient...is unable to pay the charges" among others permitted by applicable law. In other words, while the proposed ordinance increases the Director's discretion, it also acknowledges the authority may be limited by other laws and regulations.

The modifications to 2.76.046 subsection (C), eliminate duplicative reporting to the Board. 2.76.046(C) used to mandate board reports, like those related to compromise settlements. The subsection has been removed because it was redundant. As noted, DHS already reports reductions in patient account liabilities to TTC, who then reports to the Board.

Finally, section 2.76.350(A) states, "[i]n accordance with the authority set forth in Section 2.76.045, the Director shall cause collection of the amounts advanced by the county...for the support of any person as to medical and hospital care and public assistance to be made from the persons or property legally liable therefor." Section 2.76.045 provides that the Board supervise and "direct" the Director regarding the Director's authority over collection services. Approval of the new 2.76.046 would constitute a Board direction that DHS' collection responsibilities under 2.76.350(A) are subject to the Director's authority and discretion to reduce patient liabilities pursuant to the new section 2.76.046.

The proposed ordinance also makes several changes to the charity care provisions in section 2.76.350. For example, one modification, in subsection (B), removes the requirement for amendments to the Ability-To-Pay policy (ATP) "by the board." DHS administers ATP – a charity care policy for Los Angeles County (County) residents. Historically amendments have needed Board approval prior to implementation. The modification allows DHS to be more responsive to patient needs by making minor adjustments to the ATP policy to help address less common circumstances. An example of this could be the creation of an exception ATP application process due to Public Charge related concerns.

The modifications in subsection (C), relating to non-ATP charity care policies, such as the sensitive services for non-county residents, allows: (i) those policies to last for more than three (3) years; and (ii) for the creation of new policies that expand or add charity care programs without prior Board approval. The ability to create new charity care policies will be useful for DHS in being more responsive to unforeseen events, including those resulting from catastrophes. An example of its application is that DHS intends to create a policy to relieve certain patients of outstanding personal health care-related liabilities held over from the COVID-19 pandemic. In implementing this ordinance change, DHS will still seek Board approval for any changes that limit or restrict who is eligible for these programs. Such approval may come in the form either of a Board memo that provides at least two (2) weeks advanced notice for review and objection by any Board member, or *via* the Board letter process. Additionally, DHS will provide annual notification of any changes to charity care policies along with usage of the programs. These changes will accelerate the implementation of policies that increase accessibility to County residents and other unique populations and will help to relieve the burden or fear of potential medical debt for those that are uninsured or underinsured.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, “Realize Tomorrow’s Government Today,” and Strategy III.3, “Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability,” of LA County’s Strategic Plan.

FISCAL IMPACT/FINANCING

No additional County funds are requested as part of the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Health and Safety Code Section 1473 authorizes the Board to set fees for hospital and hospital-related clinician services and delegate the ability to adjust hospital charges. Health and Safety Code Section 127400 et seq. set forth laws regarding the obligation of hospitals to establish charity care programs. The latter set of statutes also address debt collection for patient accounts.

Sections 2.76.046 and 2.76.350 have not changed since 2005. In the meantime, the laws associated with debt collection and charity care have changed dramatically and so too has the insurance landscape. More patients are insured through managed care, but many of those insured patients remain unable to pay their medical bills (e.g., co-insurance, copays, and other types of cost sharing). Those patients may experience distress when being subjected to the debt collection process, while the end result is the same: patients who ultimately are unable to pay their bills will not pay.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There should be no impact on current services. Patients may have increased access to health services through the creation of additional charity care policies because most of DHS’ patients have limited financial resources. Furthermore, this effort will allow the Director more flexibility for certain patient liability accounts. The intent is that fewer patients who are unable to pay their medical bills will have their accounts sent to debt collection.

The Honorable Board of Supervisors
January 23, 2024
Page 4

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CG:anw:fl

Enclosures

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



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

TELEPHONE
(213) 974-1891
FACSIMILE
(213) 680-2165
TDD
(213) 633-0901

DAWYN R. HARRISON
County Counsel

Christina R. Ghaly, M.D., Director
Department of Health Services
313 North Figueroa Street, Suite 912
Los Angeles, California 90012

**Re: Ordinance Amending Title 2 – Administration of the
Los Angeles County Code Relating to the Department of
Health Services' Ability to Reduce Patient Account Liabilities
and to Create and Modify Reduced-Cost/No-Cost Plans**

Dear Dr. Ghaly:

Enclosed please find the analysis and ordinance amending Title 2 – Administration of the Los Angeles County Code. The proposed ordinance increases your ability to reduce patient account liabilities and create and modify reduced-cost/no-cost plans (i.e., charity care policies), as requested by your Department.

The analysis and ordinance may be presented to the Board of Supervisors for consideration.

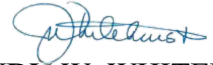
Very truly yours,

DAWYN R. HARRISON
County Counsel

By


MATTHEW C. MARLOWE
Senior Deputy County Counsel
Health Services Division

APPROVED AND RELEASED:


JUDY W. WHITEHURST
Chief Deputy

MCM:jj

Enclosure

HOA.104413795.6

ANALYSIS

This ordinance amends Title 2 – Administration of the Los Angeles County Code, relating to the Department of Health Services, to remove dollar limitations on the Director's ability, consistent with law, to reduce patient account liabilities, and to create and modify reduced-cost/no-cost plans (charity care policies) with advance notification to the Board of Supervisors for certain material modifications.

DAWYN R. HARRISON
County Counsel



MATTHEW C. MARLOWE
Senior Deputy County Counsel
Health Services Division

MCM:jj

Requested: 7/7/2023

Revised: 12/13/2023

ORDINANCE NO. _____

This ordinance amends Title 2 – Administration of the Los Angeles County Code, relating to the Department of Health Services, to remove dollar limitations on the Director's ability, consistent with law, to reduce patient account liabilities, and to create and modify reduced-cost/no-cost plans (charity care policies).

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.76.046 is hereby amended to read as follows:

2.76.046 Director—Reducing pPatient aAccount lLiabilitys.

A. Notwithstanding the provisions of Section 2.52.040 relating to the duties of the treasurer, and subject to the limitations and exceptions set forth in ~~subparagraphs B and E~~ below, the ~~d~~Director of the ~~d~~Department of ~~h~~Health ~~s~~Services shall have the authority to reduce, waive, adjust, or compromise the amount of liability for the following accounts, ~~where the anticipated cost of administering a collection procedure would exceed the amount of revenue which might reasonably be anticipated would be recovered:~~

- (i) Any account which results from the provision of medical care in eCounty medical and health facilities; or,
- (ii) Any account which results from medical care provided by a third party for which the eCounty is contractually obligated to pay and for which the eCounty has reimbursement or subrogation rights.

The authority set forth in this provision shall be exercised only when consistent with applicable law including, without limitation, California Health & Safety Code Section

~~1473 (and its successors) on the condition that the director undertakes appropriate collection efforts as to the accounts specified above and on the further condition that those collection efforts are undertaken in accordance with written policies and procedures;~~

~~B. The director may reduce the amount of liability for any account by the greater of:~~

~~(i) \$15,000; or~~

~~(ii) \$75,000 or 50% of the account balance, whichever is less;~~

~~C. The director shall report to the board of supervisors, in writing and on a quarterly basis, the amount of liability reduced for each account for that quarter and the reason(s) for such reduction for each account;~~

~~B.~~ In his or her discretion, the ~~d~~Director shall have the authority to permit the treasurer to exercise all or any part of the authority set forth in this Section 2.76.046 when the ~~d~~Director believes such action to be in the best interests of the ~~d~~Department of ~~h~~HHealth ~~s~~Services;

~~E~~C. The authority granted in this provision shall not extend to any account which is the subject of litigation in which the ~~e~~County is a party or for which a claim has been filed with the ~~e~~County pursuant to the California Tort Claims Act, nor shall it apply where the ~~d~~Director or ~~his~~ the Director's designee has negotiated patient-specific payment rates for inpatient and/or outpatient services and entered into single-instance, per-admission and/or per course of outpatient care agreements with private payors for the provision of medical care in ~~e~~County medical and health facilities.

SECTION 2. Section 2.76.350 is hereby amended to read as follows:

**2.76.350 Medical eCare, hHospital eCare and pPublic aAssistance—
Costs tTo bBe eCollected bBy eCounty—Reduced-eCost plan/nNo-eCost pPlan
pilot projects.**

A. General Provisions.

1. In accordance with the authority set forth in Section 2.76.045, the dDirector shall cause collection of the amounts advanced by the eCounty, or in the case of patients covered by the provisions of Section 2.76.330, that portion of the amounts advanced as agreed upon, for the support of any person as to medical and hospital care and public assistance to be made from the persons or property legally liable therefor.

2. This section shall be inapplicable to the dDepartment of eChildren and fFamily sServices and all persons who are provided material assistance through said dDepartment, or medical or hospital care pursuant to the program of said dDepartment. This section shall also be inapplicable to California Children's Services, and except as otherwise provided for persons seeking care or treatment for post-poliomyelitis, tuberculosis inpatient services, psychiatric services, or renal dialysis services.

B. Ability-to-Pay Plan. Notwithstanding any other provision of this eChapter, and in accordance with the authority set forth in Section 2.76.045 the dDirector shall cause collection of the amounts advanced by the eCounty as to medical and hospital care in accordance with the Ability-to-Pay Plan adopted by the bBoard of sSupervisors, as such PPlan now exists or as may hereafter be amended (in accordance with subsection D below) by the bBoard, which shall be implemented in all the

dDepartment's health care facilities, or in the case of patients covered by the provisions of Section 2.76.330, that portion of the amounts advanced as agreed upon, for the support of any person as to medical and hospital care and public assistance to be made from the persons or property legally liable therefor.

C. Reduced-Cost Plan/No-Cost Plan~~Pilot Projects~~. Notwithstanding any other provision of this chapter, ~~in addition to or as an option under the Ability-to-Pay Plan referenced in subsection B of this section, upon prior approval by the board of supervisors,~~ the dDirector may also implement Reduced-Cost Plan/No-Cost Plans~~Pilot Projects~~ for those patients seeking, or who have received, medical care in the dDepartment's facilities. The Reduced-Cost Plan/No-Cost Plans ~~Pilot Projects~~ shall be offered ~~for a period not to exceed three years,~~ in any or all of the dDepartment's facilities as selected by the dDirector in his or her sole discretion and in accordance with applicable laws and regulation~~the prior approval of the board of supervisors~~.

D. The Director shall seek advanced approval from the Board of Supervisors for any material modification to a plan created pursuant to subsection B or C hereunder when such change reduces or limits such plan's availability.

E. On a periodic basis (but at least once annually), the Director shall notify the Board of Supervisors of any changes to the Ability-to-Pay and Reduced-Cost/No-Cost Plans that have occurred since the most recent prior report. At the Board of Supervisors' discretion, such notification may also include information regarding the utilization of each such plan.

[276046MMCC]

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/10/2024							
BOARD MEETING DATE	1/23/2024							
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 AND IMPLEMENT A GRANT AWARD, ACCEPT A FORTHCOMING GRANT AWARD, AND DELEGATED AUTHORITY TO ACCEPT FUTURE AWARDS AND/OR AMENDMENTS FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION TO SUPPORT EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES							
PROGRAM	Acute Communicable Disease Control Program							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1"> <tr> <td>Total cost: no cost extension</td><td>Funding source: Centers for Disease Control and Prevention(CDC) Epidemiology and Laboratory Capacity (ELC) Assistance Listing Number (ALN) 93.323</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: See below</td></tr> </table>		Total cost: no cost extension	Funding source: Centers for Disease Control and Prevention(CDC) Epidemiology and Laboratory Capacity (ELC) Assistance Listing Number (ALN) 93.323	TERMS (if applicable):		Explanation: See below	
Total cost: no cost extension	Funding source: Centers for Disease Control and Prevention(CDC) Epidemiology and Laboratory Capacity (ELC) Assistance Listing Number (ALN) 93.323							
TERMS (if applicable):								
Explanation: See below								
PURPOSE OF REQUEST	The dual purpose of the request is to: 1) Accept a Notice of Award that approves a no cost extension of ELC COVID funds across seven supplemental awards for the total through 7/31/26 and 2) Accept a forthcoming award for the next 5-year grant period of ELC core funded activities for Public Health							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The ELC for Infectious Diseases Cooperative Agreement was established in 1995 to distribute federal resources to state and local public health departments to strengthen the nation's infectious disease infrastructure. It currently provides support to 50 states, 8 territories, and 6 local health departments including Los Angeles County (LAC). While prevention and control of certain diseases, such as tuberculosis and HIV, is funded through large categorical grants from the CDC, the ELC grant strengthens infrastructure for surveillance and response to infectious diseases, generally, including emerging pathogens. In prior years the ELC grant was expanded to provide support to Public Health related to specific pathogens of concern, including West Nile, Ebola, Zika and more recently, COVID-19.</p> <p>The ELC grant has also supported the development of Public Health's electronic surveillance infrastructure, allowing for electronic disease reporting. A forthcoming new 5-year cycle of the ELC grant will support project areas that are of critical importance to the County, including vector-borne diseases, antimicrobial resistance, and expansion and strengthening of systems to improve disease and outbreak detection.</p>							

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Citing Countywide Guiding Equity Principles - Public Health conducts disease surveillance in LAC and disaggregates data and analysis for different racial/ethnic and demographic subgroups to determine morbidity and mortality patterns that affect such subgroups towards recommendations of interventions and policies in disease prevention efforts and reducing/eliminating racial disparities.
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: Sharon Balter, MD – Director, Acute Communicable Disease Control (ACDC) Program, 213-288-8865, sbalter@ph.lacounty.gov Alfredo Reyes – Senior Staff Analyst, ACDC, 213-288-8660, alfreyes@ph.lacounty.gov Ben Techagaiciyawanis – Staff Analyst, ACDC, 213-288-7203, btech@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



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

DRAFT

January 23, 2024

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, ACCEPT A FORTHCOMING GRANT AWARD, AND DELEGATED AUTHORITY TO ACCEPT FUTURE AWARDS AND/OR AMENDMENTS FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION TO SUPPORT EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Provide authorization to 1) accept a grant award for a no-cost extension; 2) accept a forthcoming grant award; 3) and delegated authority to accept future awards and/or amendments from the Center for Disease Control and Prevention to support building and strengthening epidemiology, laboratory, and health information systems capacity in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to accept Grant Award Number 6NU50CK000498-05-02 (Exhibit I) from the Centers for Disease Control and Prevention (CDC), Assistance Listing Number 93.323, that approves a no-cost extension through July 31, 2026, for the Epidemiology and Laboratory Capacity (ELC) for Prevention and Control of Emerging Infectious Disease cooperative agreement to address emerging infectious disease threats. This award is inclusive of seven supplemental awards Public Health has

received to address emerging infectious disease outbreaks including COVID-19, as listed in Attachment A.

2. Delegate authority to the Director of Public Health or designee to accept a forthcoming grant award from the CDC for the period of August 1, 2024, through July 31, 2029, at amounts to be determined by the CDC, for the ELC for Prevention and Control of Emerging Infectious Disease cooperative agreement to address emerging infectious diseases, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to accept future funding awards for ELC for Prevention and Control of Emerging Infectious Diseases that may be issued as new or supplemental awards in the event of emerging infectious disease outbreaks, for the period of August 1, 2024, through July 31, 2029, at amounts to be determined by the CDC, subject to review and approval by County Counsel, and notification to your Board and the CEO.
4. Delegate authority to the Director of Public Health, or designee, to accept future awards and/or amendments that are consistent with the requirements of the CDC awards as referenced in recommendations 2 and 3 that extend the funding periods at amounts to be determined by the CDC; allow for no-cost extension; and/or provide an increase or decrease in funding, 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 accept future amendments that are consistent with the requirements of the CDC awards referenced above that reflect nonmaterial and/or ministerial revisions to the award's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The ELC for Infectious Diseases Cooperative Agreement was established in 1995 to distribute federal resources to state and local public health departments to strengthen the nation's infectious disease infrastructure. It currently provides support to 50 states, 8 territories, and 6 local health departments including Los Angeles County (LAC). While prevention and control of certain diseases, such as tuberculosis and HIV, is funded through large categorical grants from the CDC, the ELC grant strengthens infrastructure for surveillance and response to infectious diseases, generally, including emerging pathogens. In prior years the ELC grant was expanded to provide support related to specific pathogens of concern, including West Nile, Ebola, Zika, and more recently, COVID-19. The ELC grant has also supported the development of electronic surveillance infrastructure, allowing for electronic disease reporting.

Approval of Recommendation 1 will allow Public Health to accept a no-cost extension through July 31, 2026, from the CDC, as requested by Public Health on September 25, 2023, to continue to build and strengthen epidemiology, laboratory, and health information systems capacity for prevention and control of emerging infectious diseases.

Approval of Recommendation 2 will allow Public Health to accept a forthcoming grant award from the CDC, at amounts to be determined by the CDC, for the new five-year cycle of the ELC grant to support project areas that are of critical importance to the County of Los Angeles, including vector-borne diseases, antimicrobial resistance, and expansion and strengthening of systems to improve disease and outbreak detection.

Approval of Recommendation 3 will allow Public Health to accept funding for ELC for Prevention and Control that may be issued as a new or supplemental award in the event of emerging infectious disease outbreaks.

Approval of Recommendation 4 will allow Public Health to accept future awards and/or amendments that are consistent with the requirements of the awards referenced above to extend the funding periods at amounts determined by the CDC; allow for a no-cost extension; 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 5 will allow Public Health to accept future amendments that are consistent with the requirements of the awards referenced above 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 all three of the strategic plan goals contained in the County of Los Angeles Strategic Plan - Goal I, Make Investments that Transform Lives; Goal II, Foster Vibrant and Resilient Communities; and Goal III, Realize Tomorrow's Government Today.

FISCAL IMPACT/FINANCING

Public Health will accept Grant Award Number 6NU50CK00498-05-02 (Exhibit I) that approves a no-cost extension through July 31, 2026.

Public Health anticipates acceptance of a CDC forthcoming grant award, for the project period of for the period August 1, 2024, through July 31, 2029, at amounts to be determined by the CDC. Funds received from the CDC are based on cost reimbursement claims submitted by the County. Public Health will be responsible for

ensuring its compliance with accounting and Single Audit reporting requirements of these federal funds.

Funding is included in Public Health's fiscal year (FY) 2024-25 Adopted Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1995, ELC has been funded by the CDC to address emerging infectious disease threats in LAC.

Public Health will submit a competitive grant application for a forthcoming CDC ELC Notice of Funding Opportunity for the budget period of August 1, 2024, to July 31, 2029, as part of the five-year project period.

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

Attachment A includes a list of the seven supplemental awards Public Health accepted under the original Board Authority.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to accept a no cost extension for the current grant period, as well as to accept forthcoming funds from the CDC to provide more resources for the effective and timely implementation of activities related to infectious disease prevention and control.

Respectfully submitted,

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

BF:dr
BL#07325

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

Attachment A

**SUPPLEMENTAL AWARDS RECEIVED UNDER THE EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES
BOARD AUTHORITY**

NO COST EXTENSION TO BUDGET AND PROJECT PERIOD THROUGH JULY 31, 2026

	Award Title	Payment Management System Document Number	Amount
1	Enhancing Detection Expansion	19NU50CK000498EDEXC5	\$577,834,765
2	Epidemiology and Laboratory Capacity CARES	19NU50CK000498C3	\$20,235,667
3	Advanced Molecular Detection (AMD) Sequencing & Analytics	19NU50CK000498AMD2C6	\$6,415,283
4	Accelerating Data Modernization in Jurisdictions	19NU50CK000498DMODC3	\$3,190,569
5	Strengthening Health Associated Infections and Antimicrobial Resistance Program	19NU50CK000498SHRPC6	\$9,412,939
6	AMD Construction	19NU50CK000498CNSTC6	\$33,020,000
7	Project C-1: Health Information Systems	19NU50CK000498LDXC6	\$527,524
TOTAL			\$650,636,747



DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention

Notice of Award

Award# 6 NU50CK000498-05-02

FAIN# NU50CK000498

Federal Award Date: 10/17/2023

Recipient Information

1. Recipient Name

COUNTY OF LOS ANGELES
600 S Commonwealth Ave Fl 10
Los Angeles, CA 90005-4049
--

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 (UEI)
DN3NGS58SMT9

7. Project Director or Principal Investigator

Dr. Sharon Balter
Director, Acute Communicable Disease Control
SBalter@ph.lacounty.gov
213-240-7941

8. Authorized Official

Ms. Stephanie Ruiz-Perez
sruiz-perez@ph.lacounty.gov
213-288-8660

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Benita Bosier-Ingram
Grant Management Specialist
ula8@cdc.gov
404-638-7434

10. Program Official Contact Information

Mrs. Janice Downing
Public Health Analyst
jsb3@cdc.gov
404-639-7808

Federal Award Information

11. Award Number

6 NU50CK000498-05-02

12. Unique Federal Award Identification Number (FAIN)

NU50CK000498

13. Statutory Authority

301(A)AND317(K)(2)PHS42USC241(A)247B(K)2

14. Federal Award Project Title

Los Angeles County Epidemiology and Laboratory Capacity Cooperative Agreement 2019 Supplemental

15. Assistance Listing Number

93.323

16. Assistance Listing Program Title

Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

17. Award Action Type

No Cost Extension

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 08/01/2023 - **End Date** 07/31/2026

20. Total Amount of Federal Funds Obligated by this Action \$0.00

20a. Direct Cost Amount \$0.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$1,855,992.00

23. Total Amount of Federal Funds Obligated this budget period \$3,419,784.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$3,419,784.00

26. Period of Performance Start Date 08/01/2019 - **End Date** 07/31/2026

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$1,309,362,462.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Karen Zionl
Grants Management Officer

30. Remarks



DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention

Notice of Award

Award# 6 NU50CK000498-05-02

FAIN# NU50CK000498

Federal Award Date: 10/17/2023

Recipient Information

Recipient Name

COUNTY OF LOS ANGELES
600 S Commonwealth Ave Fl 10
Los Angeles, CA 90005-4049
--

Congressional District of Recipient

34

Payment Account Number and Type

1956000927A1

Employer Identification Number (EIN) Data

956000927

Universal Numbering System (DUNS)

624882309

Recipient's Unique Entity Identifier (UEI)

DN3NGS58SMT9

31. Assistance Type

Cooperative Agreement

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$1,775,021.00
b. Fringe Benefits	\$1,052,614.00
c. Total Personnel Costs	\$2,827,635.00
d. Equipment	\$0.00
e. Supplies	\$504,874.00
f. Travel	\$58,391.00
g. Construction	\$0.00
h. Other	\$22,730.00
i. Contractual	\$1,438,988.00
j. TOTAL DIRECT COSTS	\$4,852,618.00
k. INDIRECT COSTS	\$423,158.00
L TOTAL APPROVED BUDGET	\$5,275,776.00
m. Federal Share	\$5,275,776.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
0-9390EWQ	19NU50CK000498C3	CK	41.51	93.323	\$0.00	75-2024-0943
1-9390GKT	19NU50CK000498EDEXC5	CK	41.51	93.323	\$0.00	75-2122-0140
1-9390H08	19NU50CK000498AMD2C6	CK	41.51	93.323	\$0.00	75-X-0943
2-939018D	19NU50CK000498CNSTC6	CK	41.51	93.323	\$0.00	75-X-0943
2-9390J4P	19NU50CK000498SHRPC6	CK	41.51	93.323	\$0.00	75-X-0140
2-9390JXH	19NU50CK000498LDXC6	CK	41.51	93.323	\$0.00	75-X-0140
1-9390EWQ	19NU50CK000498DMODC3	CK	41.51	93.323	\$0.00	75-2024-0943



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 6 NU50CK000498-05-02

FAIN# NU50CK000498

Federal Award Date: 10/17/2023

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

COUNTY OF LOS ANGELES

6 NU50CK000498-05-02

1. CK498 COVID NCE TERMS

ADDITIONAL TERMS AND CONDITIONS OF AWARD

No Cost Extension: The purpose of this amendment is to approve a 24 month No Cost Extension per the request submitted by your organization dated September 25, 2023 . The budget and project period end dates have been extended from August 1, 2024 to July 31, 2026.

Annual Federal Financial Report (FFR SF-425): Annual financial reporting is required every twelve-month period. Due to the approved extension period, the final budget period has been extended and an additional annual financial report will be required. A completed FFR SF-425 covering the original final budget period of August 1, 2023 to July 31, 2026 must be submitted by October 31, 2026.

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and actually expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date.

The final report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Department of Health and Human Services' PMS, you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Electronic versions of the FFR SF-425 can be downloaded at:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. Electronic versions of the forms can be downloaded by visiting: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

If no equipment was acquired under an award, a negative report is required.

The recipient must identify each item of equipment that it wishes to retain for continued use in

accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government.

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/10/2024	
BOARD MEETING DATE	1/23/2024	
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	Request delegated authority to execute three new contracts for the provision of Data to Care (D2C) Services tied to the Ending the HIV Epidemic (EHE) efforts in Los Angeles County (LAC) for the term effective February 1, 2024 through February 28, 2027, and delegated authority to extend the term through February 28, 2030.	
PROGRAM	Division of HIV and STD Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	February 1, 2024 -need to spend down EHE funds as soon as possible. Public Health must spend down rollover funds from Health Resources and Services Administration (HRSA) EHE grant that was approved for rollover from term ending 2-28-23 to the current grant term ending 2-29-24.	
COST & FUNDING	Total cost: \$4,625,001	Funding source: HRSA EHE funds and HRSA Ryan White Part A funds
	TERMS (if applicable): February 1, 2024 through February 28, 2027, and delegated authority to extend through February 28, 2030.	
	Explanation: Through this action, Public Health is intending to ensure we fully maximize grant rollover funds and is requesting approval to start services as soon as possible by 2-1-24. Public Health will be utilizing approved rollover funds for the first term of these contracts which will end 2-29-24, which is also the end of the budget period of the grant for the current term. As no further rollover of the funds of the prior year will be allowed, this action will enable us to encumber funds by 2-29-24 to fully maximize the grant.	
PURPOSE OF REQUEST	D2C is a public health strategy that uses HIV surveillance data, pharmacy fill data, clinic appointment data, and other treatment and care data sources to identify persons living with HIV (PLWH) who are not in care and link those not in care to appropriate medical and social services. D2C activities and programs will build capacity within contracted clinics to utilize internal and external databases (e.g., Enhanced HIV/AIDS Reporting System [eHARS], HIV Casewatch) to identify PLWH who are not in care and deploy field-based staff to locate, engage, and link PLWH into medical care and supportive services so they can achieve viral suppression and reduce transmission of HIV.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 25, 2023, Public Health released a Request for Proposals (RFP) to solicit proposals from qualified agencies to provide D2C services in LAC. Responses to the RFP were due to Public Health on September 29, 2023.	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: 2) Under these services, HIV positive clients who are currently not linked into HIV medical care will be the focus. These are clients living in disadvantaged geographic areas. Public Health will develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: 2. Alliance for Health Integration; services integrate services across health services and public health to assist client's access to care and address mental health.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <div style="margin-left: 40px;"> Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov </div> <div style="margin-left: 40px; margin-top: 10px;"> Emily Issa, Senior Deputy County Counsel (213) 974-1827 eissa@counsel.lacounty.gov </div> <div style="margin-left: 40px; margin-top: 10px;"> Mario Perez, Division of HIV and STD Programs (213) 351-8001 mjperez@ph.lacounty.gov </div>



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



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

DRAFT

January 23, 2024

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 THREE NEW CONTRACTS FOR THE PROVISION OF
DATA TO CARE SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request delegated authority to execute three new contracts for the provision of Data to Care Services tied to the Ending the HIV Epidemic efforts in Los Angeles County effective February 1, 2024, through February 28, 2027, and delegated authority to extend the term through February 28, 2030.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Public Health (Public Health), or designee, to execute three new contracts, substantially similar to Exhibit I, with the agencies listed in Attachment A, selected under a competitive solicitation process for Data to Care (D2C) Services in Los Angeles County (LAC), effective February 1, 2024, through February 28, 2027, for a total maximum obligation of \$4,625,001, 100 percent offset by Health Resources and Services Administration (HRSA) Ending the HIV Epidemic: A Plan for America ("Ending the HIV Epidemic") – Ryan White HIV/AIDS Program Parts A and B funds and HRSA Ryan White Program (RWP) Part A funds.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contracts that extend the term through February 28, 2030, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; allow the rollover of unspent contract funds, if allowable by the grantor; provide an increase or decrease in funding up to 10 percent above or below the annual base maximum obligation; update the statement of work and/or scope of work, as necessary; and/or correct errors in the contract's terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any contract upon issuing a written notice to contractors who fail to fully comply with program requirements, and terminate contracts for convenience by providing a 30-calendar day advance written notice to contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute three new contracts with qualified agencies to deliver D2C services in LAC.

D2C is a public health strategy that uses HIV surveillance data, pharmacy fill data, clinic appointment data, and other treatment and care data sources to identify persons living with HIV (PLWH) who are not in care and link those individuals to appropriate medical and social services. D2C activities and programs will build capacity within contracted clinics to utilize internal and external databases (e.g., Enhanced HIV/AIDS Reporting System [eHARS], HIV CaseWatch) to identify PLWH who are not in care and deploy field-based staff to locate, engage, and link PLWH into medical care and supportive services so they can achieve viral suppression and reduce transmission of HIV. These D2C programs and services are intended as pilot interventions and will inform future HIV planning and care efforts.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to extend the term for up to three additional years through February 28, 2030; rollover unspent funds; and increase or decrease funding up to 10 percent above or below the annual base maximum obligation; update the statement of work and/or scope of work; and/or correct errors in the contract's terms and conditions, as necessary.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contracts that authorize modifications to the budget with corresponding; modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

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

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 for the three contracts is \$4,625,001 million, consisting of \$125,001 for the period effective February 1, 2024, through February 29, 2024, \$500,000 for each 12-month period thereafter, through February 28, 2027, 100 percent funded by HRSA Ending the HIV Epidemic funds and HRSA RWP Part A funds.

There is no net County cost associated with this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

CONTRACTING PROCESS

On July 25, 2023, Public Health released a Request for Proposals (RFP) to solicit proposals from qualified agencies to provide D2C services in LAC. Responses to the RFP were due to Public Health on September 29, 2023.

The contracting opportunity announcement was posted on the County of Los Angeles website (Attachment B) and Public Health's Contracts and Grants website and a Notice of

Intent to release the RFP was also sent by electronic mail to 18 agencies listed on Public Health's internal list of agencies that provide HIV care services.

Public Health received three proposals by the submission deadline. The proposals were reviewed by an evaluation committee made up of subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the RFP solicitation process. As a result of this process, Public Health is recommending contracts for all three of the Proposers.

Public Health was unable to present the recommended contracts three weeks prior to the effective date in accordance with Board Policy 5.015 because Public Health needs to expeditiously utilize Ending the HIV Epidemic rollover funds as quickly as possible and implement D2C resources into the community beginning with the current grant cycle which ends on February 29, 2024. Based on feedback received from providers in recent months, there were concerns shared with Public Health regarding the response time for open solicitations and their need to rush to submit proposals by the established deadline. Therefore, it was decided to issue an Addendum to extend the submission deadline for this RFP by three weeks. The submission of proposals extension and the need to spend down EHE resources expeditiously resulted in Public Health requesting Board approval to begin services within one week of Board approval, so that implementation of EHE activities of linking PLWH into care can begin and we can utilize a portion of the approved rollover funds carved out for these services by the grant budget term of February 29, 2024.

On November 30, 2023, notifications of the RFP results were sent to the recommended Proposers (Attachment A). Public Health has obtained the Letter of Intent from each of the recommended Proposers.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to award new contracts to implement D2C services to residents in LAC.

Respectfully submitted,

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

BF:ml
#07292

The Honorable Board of Supervisors
January 23, 2024
Page 5

Enclosures

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

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH DIVISION OF HIV AND STD PROGRAMS
DATA TO CARE SERVICES IN LOS ANGELES COUNTY

ATTACHMENT A

LIST OF RECOMMENDED CONTRACTS

No.	Agency Name	Contract No.	Term 1 Proposed Annual Maximum Obligation 2/1/24 - 2/29/24	Term 2 Proposed Annual Maximum Obligation 3/1/24 - 2/28/25	Term 3 Proposed Annual Maximum Obligation 3/1/25 - 2/28/26	Term 4 Proposed Annual Maximum Obligation 3/1/26 - 2/28/27	Total Maximum Obligation (Term 1 + Term 2 + Term 3 + Term 4)	Service Planning Area Served	Supervisory District Served
FUNDING SOURCE: HEALTH RESOURCES AND SERVICES ADMINISTRATION ENDING THE HIV EPIDEMIC FUNDS AND RYAN WHITE PART A FUNDS									
1	Men's Health Foundation	PH-PENDING	\$ 41,667	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,541,667	PENDING	PENDING
2	APLA Health & Wellness	PH-PENDING	\$ 41,667	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,541,667	PENDING	PENDING
3	JWCH Institute, Inc.	PH-PENDING	\$ 41,667	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,541,667	PENDING	PENDING
TOTAL							\$ 4,625,001		



CONTRACTING OPPORTUNITY*

RFP NUMBER: 2023-004
RFP TITLE: Data to Care Services in Los Angeles County

RELEASE/OPEN DATE: July 25, 2023
CLOSING/DUE DATE: September 6, 2023

*Visit websites indicated below for additional information and updates.

The County of Los Angeles Department of Public Health (Public Health) is pleased to announce the release of a Request for Proposals (RFP) to solicit proposals from interested qualified vendors to provide Data to Care Services in Los Angeles County (LAC). Vendors will implement local programs and strategies of the Ending the HIV Epidemic Plan in Los Angeles County including implementing Data to Care activities and programs where internal and external databases are used to identify persons living with HIV who are not in care (either fallen out of care, at risk of falling out of care, or never received care), to build the capacity of their organizations to locate, link, engage, and retain PLWH into medical care and supportive services so they can achieve viral suppression and reduce transmission of HIV in LAC.

Minimum Mandatory Qualifications

Interested vendors that have a current Division of HIV and STD Programs Ambulatory Outpatient Medical Services contract and meet the Minimum Mandatory Qualifications to perform Data to Care Services in Los Angeles County are invited to respond to this RFP by submitting a proposal by the closing/due date. Please click the [Public Health link below](#) to review the Proposer's Minimum Mandatory Qualifications identified in Section 3 of the RFP.

Next Steps for Interested Vendors

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

DATA TO CARE SERVICES IN LOS ANGELES COUNTY

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION		APLA Health & Wellness	JWCH Institute	Men's Health Foundation
Total Number of Employees in Firm		365	1064	128
Business Structure		Non-Profit	Corporation	Corporation
Owners/Partner/Associate Partners				
Black/African American		5		0
Hispanic/Latin American		3		0
Asian or Pacific Islander		2		0
American Indian		0		0
Filipino		1		0
White		11		0
Unspecified		0		0
Total		22		0
Female (should be included in counts above and also reported here separately).		6		0
Managers				
Black/African American				
Hispanic/Latin American				
Asian or Pacific Islander				
American Indian				
Filipino				
White				
Unspecified				
Total				
Female (should be included in counts above and also reported here separately).				
Staff				
Black/African American				
Hispanic/Latin American				
Asian or Pacific Islander				
American Indian				
Filipino				
White				
Unspecified				
Total				
Female (should be included in counts above and also reported here separately).				
Percentage of Ownership				
Black/African American		14% M: 9% F		0%
Hispanic/Latin American		9% M: 4.5% F		0%
Asian or Pacific Islander		4.5% M: 4.5% F		0%
American Indian		0% M: 0% F		0%
Filipino		4.5% M: 0% F		0%
White		41% M: 9% F		0%
Unspecified		N/A		0%
Total		100%		0%
Female (should be included in counts above and also reported here separately).		27%		0%
Current Certification as Minority, Women,				
Minority				
Women				
Disadvantaged				
Disabled Veteran				
Other				
County Certification				
Local Small Business Enterprise				
Social Enterprise				
Disabled Veteran Business Enterprise				
Other Certifying Agency				

Figures are based on information provided by Proposers in their proposals.

APPENDIX A

Contract No. PH-00XXXX



**CONTRACT
BY AND BETWEEN**

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH**

AND

CONTRACTOR

FOR

DATA TO CARE SERVICES IN LOS ANGELES COUNTY

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1. APPLICABLE DOCUMENTS.....	4
2. DEFINITIONS.....	4
3. DESCRIPTION OF SERVICES	5
4. TERM OF CONTRACT.....	5
5. MAXIMUM OBLIGATION OF COUNTY	5
6. INVOICES AND PAYMENT.....	7
7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS	11
8. ALTERATION OF TERMS/AMENDMENTS	13
9. CONFIDENTIALITY.....	14
10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST	16
11. INDEMNIFICATION.....	17
12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES.....	17
13. INSURANCE COVERAGE REQUIREMENTS	23
14. OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT	26
15. PUBLICITY	28
16. RECORD RETENTION AND AUDITS.....	29
17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING.....	37
18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.....	38
18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	38
18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	39
18D. WHISTLEBLOWER PROTECTIONS	40
18E. LIQUIDATED DAMAGES	41
18F. REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES	42
18G. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES.....	43
18H. GUIDELINES FOR STAFF TUBERCULOSIS SCREENING	43
18I. CLINICAL QUALITY MANAGEMENT.....	44
18J. CLINICAL QUALITY MANAGEMENT PLAN	45
18K. PARTICIPATION IN DHSP CQM PROGRAM.....	49
18L. DHSP CUSTOMER SUPPORT PROGRAM	49

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
18M. CHILD/ELDER ABUSE/FRAUD REPORT.....	51
19. CONFLICT OF TERMS	52
20. CONTRACTOR'S OFFICES.....	53
21. NOTICES.....	53
22. ADMINISTRATION OF CONTRACT	54
23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS	56
24. AUTHORIZATION WARRANTY	57
25. BUDGET REDUCTIONS	57
26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY ...	58
27. COMPLAINTS	58
28. COMPLIANCE WITH APPLICABLE LAW	59
29. COMPLIANCE WITH CIVIL RIGHTS LAW.....	60
30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM.....	61
31. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING.....	63
32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES	64
33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY	64
34. CONFLICT OF INTEREST	65
35. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS.....	66
36. CONTRACTOR RESPONSIBILITY AND DEBARMENT	66
37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	70
38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	70
39. COUNTY'S QUALITY ASSURANCE PLAN.....	71
40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	71
41. RULES AND REGULATIONS	72
42. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS	72
43. EMPLOYMENT ELIGIBILITY VERIFICATION	72
44. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER	73
45. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS	74
46. FAIR LABOR STANDARDS	75

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
47. FISCAL DISCLOSURE.....	75
48. FORCE MAJEURE	75
49. GOVERNING LAW, JURISDICTION, AND VENUE	76
50. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	77
51. INDEPENDENT CONTRACTOR STATUS.....	77
52. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.....	78
53. NONDISCRIMINATION AND AFFIRMATIVE ACTION	78
54. NON-EXCLUSIVITY	81
55. NOTICE OF DELAYS	81
56. NOTICE OF DISPUTES	81
57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	81
58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	82
59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION	82
60. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	82
61. PUBLIC RECORDS ACT.....	82
62. PURCHASES	83
63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE.....	85
64. REPORTS	88
65. RECYCLED CONTENT BOND PAPER	88
66. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S).....	88
67. STAFFING AND TRAINING/STAFF DEVELOPMENT	89
68. SUBCONTRACTING	90
69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	93
70. TERMINATION FOR CONVENIENCE	93
71. TERMINATION FOR DEFAULT	95
72. TERMINATION FOR IMPROPER CONSIDERATION.....	97
73. TERMINATION FOR INSOLVENCY	97
74. TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	98

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
75. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT	99
76. TIME OFF FOR VOTING.....	99
77. VALIDITY.....	99
78. WAIVER	99
79. WARRANTY AGAINST CONTINGENT FEES	100
80. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	100
81. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM...	101
82. INJURY AND ILLNESS PREVENTION PROGRAM.....	101

STANDARD EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Scope(s) of Work
Exhibit C	Budget(s)
Exhibit D	Contractor's EEO Certification
Exhibit E	County's Administration
Exhibit F	Contractor's Administration
Exhibit G	Contractor Acknowledgement and Confidentiality Agreement
Exhibit H	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
Exhibit I	Safely Surrendered Baby Law

UNIQUE EXHIBITS

Exhibit J	Charitable Contributions Certification
Exhibit K	Requirements Regarding Imposition of Charges for Services
Exhibit L	People with HIV/AIDS Bill of Rights and Responsibilities
Exhibit M	Guidelines for Staff Tuberculosis Screening
Exhibit N	Information Security and Privacy Requirements
Exhibit O	Notice of Federal Subaward Information

**DEPARTMENT OF PUBLIC HEALTH
DATA TO CARE SERVICES IN LOS ANGELES COUNTY
CONTRACT**

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

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

CONTRACTOR'S NAME
(hereafter "Contractor")

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

WHEREAS, on **date of Board Letter**, the Board authorized the County's Director of the Department of Public Health, or duly authorized designee, (hereafter jointly referred to as "Director") to execute contracts for Data to Care Services in Los Angeles County to preserve and protect the public's health; and

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

WHEREAS, County has established the Division of HIV and STD Programs (hereafter "DHSP") under the administrative direction of County's Department of Public Health (hereafter "Public Health"); and

WHEREAS, County's DHSP is responsible for the Ryan White Program's services and programming; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), Assistance Living Number 93.686, which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and subsequent reauthorizations of the Act, Ending the HIV Epidemic: A Plan for America (hereafter “Ending the HIV Epidemic”) – Ryan White HIV/AIDS Program Parts A and B funds, and HRSA Ryan White Program Part A, Assistance Listing Number 93.914 of which a portion has been designated to this Contract; and

WHEREAS, it is established by virtue of County’s receipt of grant funds from federal and State agencies that County is one of the local areas most impacted by the AIDS epidemic; and

WHEREAS, funds received under the Ryan White Program must be used for programs and services to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) Continuum of Care; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor must actively collaborate with and recruit referrals from service organizations and agencies beyond DHSP's programs and services delivery system, including, but not limited to, substance abuse, mental health, primary health care, and social services organizations; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor's referrals to and from organizations must be noted and tracked in DHSP's service utilization data system, and followed up on in cases where the client does not attend appointments, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, and procedures, including those of the funding source, governing administration, and fiscal authorities, and all other applicable laws; and

WHEREAS, Contractor is familiar with the Ryan White Program and services, as referenced at www.ryanwhite.hrsa.gov, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency, and organization of care, treatment, and supportive services for HIV-infected individuals and families; 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 described under the terms and conditions of this Contract as hereafter set forth.

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

1. APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit B	Scope(s) of Work
Exhibit C	Budget(s)
Exhibit D	Contractor's EEO Certification
Exhibit E	County's Administration
Exhibit F	Contractor's Administration
Exhibit G	Contractor Acknowledgement and Confidentiality Agreement
Exhibit H	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
Exhibit I	Safely Surrendered Baby Law

Unique Exhibits:

Exhibit J	Charitable Contributions Certification
Exhibit K	Requirements Regarding Imposition of Charges for Services
Exhibit L	People with HIV/AIDS Bill of Rights and Responsibilities
Exhibit M	Guidelines for Staff Tuberculosis Screening
Exhibit N	Information Security and Privacy Requirements
Exhibit O	Notice of Federal Subaward Information

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 Scope of Work (Exhibit B).

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

3. DESCRIPTION OF SERVICES

A. Contractor must provide services in the manner described in the Statement of Work (Exhibit A), and Scope of Work (Exhibit B).

B. Contractor acknowledges that the quality of services provided under this Contract will be at least equivalent to that which Contractor provides to all other clients it serves.

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

D. Federal award information for this Contract is detailed in Exhibit O, Notice of Federal Subaward Information.

4. TERM OF CONTRACT

The term of this Contract is from February 1, 2024 through February 28, 2027, with an option to extend the term through February 28, 2030, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

.

5. MAXIMUM OBLIGATION OF COUNTY

A. For the period of February 1, 2024 through February 29, 2024, the maximum obligation of County for all services provided hereunder will not exceed spell out amount dollars (\$XXX,XXX), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. For the period of March 1, 2024 through February 28, 2025, the maximum obligation of County for all services provided hereunder will not exceed spell out amount dollars (\$XXX,XXX), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. For the period of March 1, 2025 through February 28, 2026, the maximum obligation of County for all services provided hereunder will not exceed spell out amount dollars (\$XXX,XXX), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

D. For the period of March 1, 2026 through February 28, 2027, the maximum obligation of County for all services provided hereunder will not exceed spell out amount dollars (\$XXX,XXX), as set forth in Exhibit C-4, attached hereto and incorporated herein by reference.

E. Contractor is not 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.

F. 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 DHSP at the address herein provided under the NOTICES Paragraph.

G. 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 does 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 the Statement of Work (Exhibit A), and/or Scope of Work (Exhibit B), and in accordance with the Budget (Exhibits C-1 and C-2).

B. Contractor must invoice the County monthly in arrears. All invoices must include a financial invoice and all required reports and/or data. All invoices must 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 electronically to the 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).

D. Invoices must be submitted electronically to: DHSP Financial Services Division at DHSP-Finance@ph.lacounty.gov.

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

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

The primary objective of the annual cost report is to provide the County with actual expenditure data for the Contract period that will serve as the basis for determining final amounts due to/from 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 must submit, within 30 calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period will constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibits 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 Exhibits, 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 breach(es) and/or failure(s) 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.

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each period's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term; 2) allow for the rollover of unspent Contract funds, as allowed by the funding grant(s); 3) make modifications to each budget, as reflected in Exhibit C; and/or 4) revise the Statement of Work (Exhibit A), and/or

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

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount will 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 will be effectuated by a written 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, will be effectuated by a Change Notice that will be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor will 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(s) during each County fiscal year as determined by Director. At least 15 calendar days prior to each such review, Contractor must 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 Exhibits or Attachments attached hereto, fully express all understandings of the parties concerning all matters covered and will constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees, or agents, will be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

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

Contact will be prepared by the 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 period's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make adjustments to the statement of work and/or scope of work , as necessary, an amendment will be prepared by the Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and will be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, Budgets, and make corresponding adjustments to the Statement of Work and/or 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 will be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice will be incorporated into and become part of this Contract.

9. CONFIDENTIALITY

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

B. Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting, or professional fees arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County, in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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 G, 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.

Or

COUNTY EMPLOYEES' RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off, or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be

consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor, shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

11. INDEMNIFICATION

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

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

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 will maintain such coverage for a period of not less than three years following this Contract's expiration, termination, or cancellation.

F. Technology Errors & Omissions Insurance: Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification,

verification, maintenance, storage, retrieval, or preparation of data output, and any other services provided by the vendor with limits of not less than \$3 Million.

G. Cyber Liability Insurance: Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2 Million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

14. OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or

otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, will be the sole property of the County.

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

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

D. During the term of this Contract and for seven years thereafter, Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software, and tools which are developed or were originally acquired by 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 must be plainly and

prominently marked by Contractor as “Proprietary” or “Confidential” on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names, and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor must affix the following notice to all items developed under this Contract: “© Copyright 2023 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it will not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

15. PUBLICITY

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, will have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public

announcements, literature, audiovisuals, and printed material must 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 include, but are not 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 must 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 must provide, upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records must be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor must 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 must 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 must clearly reflect the actual cost of the type of service for which payment is claimed and must include, but may 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 must 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 must 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 must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven years following expiration or earlier termination of this Contract, or until federal, State, and/or County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours within 10 calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is

unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request will include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor 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 must be notified thereof by Contractor in writing and arrangements must 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 must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within 30 calendar days of Contractor's receipt thereof, unless otherwise

provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Contract is in effect. The audit must be in compliance with Title 2 of the Code of Federal Regulations (CFR) section 200.501. The audit must 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 must 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 must 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 must be made available for review by federal, State, or County representatives 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 must 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 must 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 must fully cooperate with County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 10 working days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

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

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or

unsubstantiated reimbursement of stated actual net costs for any services must 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 must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

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

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor will only be reimbursed for its actual allowable and documented costs. Regardless of the amount of costs incurred by Contractor, in no event will the County pay or is obligated to pay Contractor more than the fees for the units of service provided up to the contract maximum obligation.

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

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

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

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 must immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with

this provision will constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS

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

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

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

18E. LIQUIDATED DAMAGES

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

B. If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or designee, deems are correctable by Contractor over a certain time span, the Director, or designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame,

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

I. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the Contractor's failure to complete or comply with the provisions of this Contract. This sub-paragraph may not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and may not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

18F. REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

Contractor must comply with provisions of Section 2605 (e) of Title 26 (CARE Act) to Exhibit K, Requirements Regarding Imposition of Charges for Services. Director will notify Contractor of any revision of these Guidelines, which will become part of this Contract.

18G. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

Contractor must adhere to all provisions of Exhibit L, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights). Director will notify Contractor of any revision to the Bill of Rights, which will become part of this Contract.

Contractor must post this Bill of Rights document and/or Contractor-specific higher standard at all care services provider sites, and disseminate it to all patients. A Contractor-specific higher standard must include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor must notify of and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to modify its Bill of Rights document, Contractor must demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the DHSP Bill of Rights document.

18H. GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

Contractor must adhere to Exhibit M, Guidelines for Staff Tuberculosis Screening. Director will notify Contractor of any revision of these Guidelines, which will become part of this Contract.

Annual tuberculin screening must be done for each employee, volunteer, subcontractor, and consultant providing services hereunder on or before the 12-month

period ends from the last screening date. Such tuberculosis screening must consist of tuberculin skin test (Mantoux test screening test, Tuberculin Sensitivity Test, Pirquet test, or PPD test for Purified Protein Derivative) or blood test (Quariferon, IGRA, or T-spot), and if positive, a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray must be provided prior to resuming job duties.

18I. CLINICAL QUALITY MANAGEMENT

Contractor must implement a Clinical Quality Management (CQM) program, (pursuant to Title XXVI of the Public Health Service Act Ryan White HIV/AIDS Program (RWHAP) Parts A – D and the Health Resources and Services Administration (HRSA) RWHAP expectations for clinical quality management programs) that assesses the extent to which the care and services provided are consistent with federal (e.g., U.S. Department of Health and Human Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The CQM program must at a minimum:

- A. Establish and maintain a CQM program infrastructure including the leadership and accountability of the medical director or executive director of the program;
- B. Collect, analyze, and report performance measurement data to guide implementation of quality improvement activities and assess outcomes;
- C. Track client perceptions of their health and the effectiveness of the services received through patient satisfaction surveys;
- D. Involve clients and their input in the CQM program activities to ensure that their needs are being addressed;

E. Serve as a continuous quality improvement process with direct reporting of data and quality improvement activities to senior leadership and DHSP no less than on an annual basis;

F. Perform an evaluation of the effectiveness of the CQM program on an annual basis; and

G. Aim to improve patient care, health outcomes, and/or patient satisfaction.

18J. CLINICAL QUALITY MANAGEMENT PLAN

Contractor must implement its CQM program based on a written CQM plan. Contractor must develop one agency wide CQM plan that encompasses, at a minimum, all HIV/AIDS care services. Contractor must submit its written CQM plan to DHSP within 60 days of executing this Contract. The CQM plan must be reviewed and updated as needed by the agency's CQM committee, signed by the medical director or executive director, and submitted to DHSP. The CQM plan and its implementation may be reviewed by DHSP staff during its onsite program review. The written CQM plan must, at a minimum, include the following components:

A. Objectives: CQM plan should delineate specific program goals and objectives that reflect the program's mission, vision, and values.

B. CQM Committee: The plan must describe the purpose of the CQM committee, its composition, meeting frequency (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established Quality Improvement (QI) advisory committee need not create a separate CQM committee, provided that the existing advisory

committee's composition and activities conform to CQM program objectives and committee requirements.

C. Selection of a QI Approach: The CQM plan must describe an elected QI approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of CQM Program:

(1) Selection of Performance Measures – Contractor must describe how performance measures are selected. Contractor must collect and analyze data for at least one or more performance measure per HRSA RWHAP expectations for clinical quality management programs. Contractor is encouraged to select performance measures from HRSA's HIV/AIDS Bureau of Performance Measure Portfolio (<https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>). Contractor may request technical assistance from DHSP CQM Program staff regarding the selection, development, and implementation of performance measures.

(2) Data Collection Methodology – Contractor must describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.

(3) Data Analysis – Contractor must describe its process for review and analysis of performance measure results monitoring at the CQM committee level. This description must include how and when these

findings are communicated with all program staff involved and with senior leadership.

(4) **Improvement Strategies** - Contractor must describe its CQM committee's process for selecting and implementing quality improvement projects and activities and how these activities are documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

E. **Participation in Los Angeles Regional Quality Group**: Contractor must identify a representative to participate in at least two quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the Center for Quality Improvement and Innovation (CQI) and HIVQUAL and provides opportunities for sharing information, best practices, and networking with local area HIV/AIDS providers.

F. **CQM Contact**: Contractor must identify a contact for all CQM related activities and issues. This person must serve as point of contact for CQM related matters, requests, announcements, and other activities.

G. **Client Feedback Process**: The CQM plan must describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback should include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback must be discussed with the agency's CQM committee at least annually for continuous program improvement.

H. Client Grievance Process: Contractor must establish policies and procedures for addressing and resolving client grievances at the level closest to the source within the agency. Grievance data must be routinely tracked, trended, and reported to the agency's CQM committee for discussion and resolution of quality of care or service issues identified. This information must be made available to DHSP staff during program reviews.

I. Incident Reporting: Contractor must comply with incident and/or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor must furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A written report must be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations.

Reportable events include the following:

(a) Any unusual incident and/or sentinel event which threaten the physical or emotional health or safety of any person to include, but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as a child, adult, and the elderly.

(2) The written report must include the following:

(a) Patient's name, age, and sex;

- (b) Date and nature of event;
- (c) Disposition of the case; and
- (d) Staffing pattern at the time of the incident.

18K. PARTICIPATION IN DHSP CQM PROGRAM

In an effort to coordinate and prioritize CQM activities across the eligible metropolitan area (EMA), Contractor will participate in and coordinate CQM program activities with the DHSP CQM program. At a minimum, Contractor must:

- A. Participate in EMA-wide and/or DHSP-supported quality improvement activities and initiatives;
- B. Participate in EMA-wide and/or DHSP-supported CQM trainings and capacity building activities; and
- C. Submit routine and/or ad-hoc reports of relevant CQM program activities as directed by DHSP.

18L. DHSP CUSTOMER SUPPORT PROGRAM

A. The DHSP Customer Support Program was established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns, or contact DHSP directly to obtain assistance in resolving their complaints and concerns.

Clients may contact DHSP's Customer Support Program as follows:

- (1) Customer Support Line (telephone)
- (2) Email
- (3) Mail

(4) In person

B. The Customer Support Program's telephone line is available to clients receiving services from DHSP funded agencies. The Customer Support Line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Customer Support Line can be utilized by calling (800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and will be followed up within two business days. The Customer Support Line is not intended to respond to emergency or crisis-related concerns.

C. Compliance Resolution Procedures:

(1) Within 10 days of receipt of the complaint, DHSP will send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP will also send correspondence to Contractor advising that a complaint was received and request Contractor to investigate and provide specific information to DHSP.

(2) Contractor will have 30 days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor must work with the DHSP Customer Support staff to address quality of care issues and questions identified as needed to resolve the reported concerns. If verified, DHSP Customer Support staff will

coordinate with Contractor to implement a plan of corrective actions (POCA) to prevent future incidents of similar nature.

(3) CUSTOMER SUPPORT PROGRAM POSTERS: Customer Support Program posters which contain information about how clients may file a complaint or concern with DHSP will be provided to Contractor. Contractor must ensure that the posters are visible to clients and are located in areas of the facility used by patients. Contractor must ensure that staff, as well as clients/patients know the purpose of the DHSP's Customer Support Program.

(4) Contractor must develop, implement, and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Customer Support Program.

18M. 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. must comply with the reporting requirements described in PC Section 11164 et seq. and must 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 must make the report on such abuse, and must submit all required information, in accordance with PC Sections 11166 and 11167.

B. Child abuse reports must 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. must comply with the reporting requirements described in WIC Section 15600 et seq., and must 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 must make the report on such abuse, and must submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports must 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 must also immediately report all suspected fraud situations to County within three business days to the Department of Public Social Services Central Fraud Reporting Line at: (800) 349-9970, unless otherwise restricted by law from disclosing such information.

19. CONFLICT OF TERMS

To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents

incorporated herein by reference, the language found within this Contract will govern and prevail.

20. CONTRACTOR'S OFFICES

Contractor's office is located at **Contractor's Address**. Contractor's business telephone number is **(XXX) XXX-XXXX**, facsimile (FAX) number is **(XXX) XXX-XXXX**, and electronic mail (e-mail) address is **Contractor's email**. Additional information is set forth in Exhibit F (Contractor's Administration) of this Contract. Contractor must notify County in writing of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least 10 calendar days prior to the effective date(s) thereof.

21. NOTICES

Notices hereunder must 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. Additional information is set forth in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration) of this Contract. 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
Division of HIV and STD Programs
600 S. Commonwealth Ave., 10th Floor
Los Angeles, California 90005

Attention: DHSP Director

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

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

- (1) Contractor Name
Contractor Address Line 1
Contractor Address Line 2
City, State Zip Code

Attention: Contractor Representative Name, Title

22. ADMINISTRATION OF CONTRACT

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") will have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, 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 must 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 will 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 REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees, and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract will also be reduced correspondingly. 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 must 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 must 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 must 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 must 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, and 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 will be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. 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 must 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 must 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 subcontractor(s), 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/START PARTICIPANTS

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

B. In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees, as described in Paragraph 10, 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 I (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractor(s), 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 U.S.C. 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 must assure that the location(s) where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's

periodic monitoring visits to Contractor's facilities will include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS

During the time that Contractor's personnel are at County facilities, such persons will be subject to the rules and regulations of such County facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor must 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

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County is Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. 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.

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

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

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, email, or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on amendments prepared pursuant to the ALTERATIONS OF TERMS/AMENDMENTS Paragraph of this Contract 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 must prepare and submit to Director, within 10 calendar days following execution of this Contract, a detailed statement executed by Contractor's duly constituted officer(s) listing all other sources of funding to Contractor including private contributions, nature of the funding, services to be provided in exchange for the funding, total dollar amount, and period of time of such funding.

If, during the term of this Contract, the other source(s) of Contractor's funding changes, Contractor must 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, 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 H.

51. INDEPENDENT CONTRACTOR STATUS

A. This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party are not, and will not be construed as, 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, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

D. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

E. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

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

H. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option,

be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

54. NON-EXCLUSIVITY

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

55. NOTICE OF DELAYS

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

56. NOTICE OF DISPUTES

Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director will resolve it.

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED
INCOME CREDIT

Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED
BABY LAW

Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

60. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE
UNDER THE INFLUENCE

Contractor will ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

61. PUBLIC RECORDS ACT

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD

RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in 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.

62. PURCHASES

A. Purchase Practices: Contractor must 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 must be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

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

C. Inventory Records, Controls, and Reports: Contractor must 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, as allowed by County or grant funds. Annually, Contractor must 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 must: (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 must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease any real property where

persons are to receive services hereunder, Contractor must 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 must 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 must 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 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 must be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor must 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 must notify Director in writing of such changes within 30 calendar days prior to the effective date thereof.

64. REPORTS

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

65. RECYCLED CONTENT BOND PAPER

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

66. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A proposer or a contractor, or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract.

67. STAFFING AND TRAINING/STAFF DEVELOPMENT

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

During the term of this Contract, Contractor must have available and must 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 must indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial 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 must be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities must be planned and scheduled in advance, and conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

68. SUBCONTRACTING

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

(1) Identification of the proposed subcontractor (who must be licensed as appropriate for provision of subcontracted 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 must 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 will not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County 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 must 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 applicable provisions of the federal prime 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 must 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 will remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE
PROGRAM

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to the Paragraph entitled TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

70. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest.

Termination of services hereunder will be effected by a 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 must 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 must be submitted promptly, but not later than 60 calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination will be final. After such determination is made, County will pay Contractor the amount so determined.

Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, must 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 must be retained by Contractor at a location in Los Angeles County and must be made available within 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

71. TERMINATION FOR DEFAULT

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

- A. Contractor has materially breached this Contract; or
- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County, for such similar goods and services.

Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph hereinabove if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, 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, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that Contractor was not in default under the provisions of this Paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of

termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

72. TERMINATION FOR IMPROPER CONSIDERATION

County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension 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 consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

73. TERMINATION FOR INSOLVENCY

The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts at least 60 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.

74. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder, or by any provision of this Contract during any of the County's future fiscal years, unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30th, of the last fiscal year for which funds were

appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

75. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT

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

76. TIME OFF FOR VOTING

Contractor must notify its employees, and must require any subcontractor(s) to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every Statewide election, Contractor and any subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

77. VALIDITY

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

78. WAIVER

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph will

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

79. WARRANTY AGAINST CONTINGENT FEES

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

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

80. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM

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

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

81. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in the Paragraph entitled WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

82. INJURY AND ILLNESS PREVENTION PROGRAM

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

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#06989:ml

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/10/2024	
BOARD MEETING DATE	1/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health (Public Health)	
SUBJECT	Approval to execute amendments to 13 STD Prevention Services contracts to reflect funding increases for various terms.	
PROGRAM	Division of HIV and STD Programs (DHSP)	
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: Not applicable.	
DEADLINES/ TIME CONSTRAINTS	Spend	
COST & FUNDING	Total cost: \$6,367,929	Funding source: Tobacco Settlement Funds (TSF) and Future of Public Health (FPH) funds
	TERMS (if applicable): Various terms, as identified in Attachment A.	
	Explanation: Additional funding is needed to support STD prevention and control services in Los Angeles County (LAC).	
PURPOSE OF REQUEST	Public Health is requesting to augment existing STD-funded contracts to provide enhanced STD prevention and control services. The surge in STD cases, including a significant increase in syphilis and congenital syphilis, emphasizes the imperative for a proactive and comprehensive public health approach. The utilization of TSF and FPH fund will expand healthcare provider capacity for STD testing and treatment and allow Public Health to deploy community-embedded disease investigation specialists (CEDIS), critical for disease detection and prevention and partner services. Furthermore, it will facilitate substantial improvements in healthcare platforms within clinics and enable providers to bridge any existing service gaps, ensuring that the response to this STD crisis is comprehensive, robust, and community focused.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On January 16, 2020, your Board delegated authority to execute 13 new STD Prevention Services contracts, as a result of a solicitation, with a 15-day advance notice for services, effective January 1, 2020 and February 1, 2020, with the providers detailed in Attachment A. On October 4 2022 and November 1, 2022, your Board approved Public Health to utilize additional TSF to help address the STD crisis in LAC. LAC is experiencing the highest annual reported cases of syphilis, congenital syphilis, gonorrhea, and chlamydia. Among the most troubling trends in LAC are the increases in syphilis and congenital syphilis. There has been a 450 percent increase in syphilis rates among females and a 235 percent increase in males in the last decade. Congenital syphilis rates have increased by more than 1,100 percent in less than a	

	decade, with 122 congenital syphilis cases reported county-wide in 2020 compared to 88 in 2019, and just 10 in 2010. These additional investments to existing STD-funded community partners are intended to stem the tide of the STD crisis in LAC.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: 2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. STD Prevention services provide client-directed services targeted to sub-populations who are either at elevated risk for STDs, disproportionately impacted by STDs, or who live in areas with high STD morbidity, including young persons, gay and bisexual men, transgender persons, communities of color, and persons experiencing sub-optimal health care access patterns.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #2: Health Integration/Alliance for Health Integration Increasing STD Prevention Services addresses one of the main goals of Health Integration which is to integrate and develop prevention, treatment, and healing services and reduce health inequities. By adding additional resources, Public Health is enhancing access to STD Testing and treatment services, expedited sexual health care services and provide necessary linkages to other medical or supportive care services.
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, Health Program Manager III, DHSP (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

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

January 23, 2024

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 AMENDMENTS TO 13 STD PREVENTION SERVICES
CONTRACTS TO INCREASE FUNDING FOR VARIOUS TERMS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute amendments to 13 STD Prevention Services contracts to reflect funding increases for various terms.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Public Health, or designee, to execute amendments to 10 STD Screening, Diagnosis, and Treatment Services (STD-SDTS) contracts, substantially similar to Exhibit I, to increase the annual maximum obligation by \$5,503,836, from \$4,342,088 to \$9,845,924, effective upon execution for the period of January 1, 2024 through December 31, 2024, 100 percent funded by Tobacco Settlement Funds (TSF) and California Department of Public Health (CDPH) Future of Public Health (FPH) funds.
2. Approve and instruct the Director of Public Health, or designee, to execute amendments to two STD Sexual Health Express Clinic (SHEx-C) Services contracts, substantially similar to Exhibit II, to increase the annual maximum obligation by

\$694,093, from \$1,500,000 to \$2,194,093, effective upon execution for the period of February 1, 2024, through December 31, 2024, 100 percent funded by TSF and CDPH FPH funds.

3. Approve and instruct the Director of Public Health, or designee, to execute an amendment to one STD Infertility Prevention Project (STD IPP) Services contract, substantially similar to Exhibit III, to increase the annual maximum obligation by \$170,000, from \$1,077,058 to \$1,247,058, effective upon execution through June 30, 2024, 100 percent funded by TSF and CDPH FPH funds.
4. Delegate authority to the Director of Public Health, or designee, to execute amendments: 1) to the STD IPP contract that a) extend the term of the contract through December 31, 2024, at amounts to be determined by the Director of Public Health, or designee contingent upon the availability of funds and contractor performance, 100 percent funded by TSF and CDPH FPH funds; b) provide an increase or decrease in funding up to 10 percent above or below the revised annual base maximum obligation of the contract effective upon amendment execution, or at the beginning of the applicable contract period; c) correct errors in the contract's terms and conditions and/or update the statement of work and/or scope of work, as necessary; and 2) to the STD-SDTS and SHEx-C contracts that a) provide an increase or decrease in funding up to 25 percent above or below the revised annual base maximum obligation of the contracts, effective upon amendment execution, or at the beginning of the applicable contract period; b) correct errors in the contracts' terms and conditions and/or update the statement of work and/or scope of work, as necessary; c) allow a no-cost extension to the term of up to six months, all subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
5. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that authorize budget modifications within each budget; modify the statement of work and/or scope of work within the same scope of services; and changes to hours of operation and/or service locations.
6. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the contracts upon issuing a written notice to contractors who fail to perform and/or fully comply with program requirements; to terminate the contracts for convenience by providing a 30-calendar day advance written notice to contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

As part of the investment to utilize TSF and FPH funds identified by your Board, Public Health began increasing investments to existing Public Health-funded community-based STD-SDTS and SHEx-C contracts in November 2023, and is now requesting to further increase funding to those existing providers, in addition to expansion to include STD-IPP services. through calendar year 2024.

Although Public Health recently increased funding to STD Prevention contracts, those investments were only for calendar year (CY) 2023 and were done utilizing the 25 percent delegated authority. The additional investments for CY 2024, will provide an expansion of activities and allow for further implementation of STD activities. Those initial investments included staff salary adjustments, hiring of additional staff to assist with ongoing STD screening and treatment efforts, purchasing and/or updating electronic medical records system software, and supported increased operating expenses related to increased STD screening. Under this Board action, Public Health will utilize the TSF and FPH funds to further expand healthcare provider capacity for STD testing and treatment and allow Public Health to deploy community-embedded disease investigation specialists critical for disease detection, the delivery of partner services, and the curbing of STD transmission. Furthermore, these investments will facilitate continuous improvements in electronic healthcare platforms that began in 2023, support continued increased operating expenses, support staff salary adjustments and/or new hires that will enable providers to bridge existing service gaps, ensuring that sexual health services are delivered more efficiently and comprehensively. The surge in STD cases, especially syphilis and congenital syphilis, has emphasized the need for a proactive and comprehensive public health approach. Public Health is requesting authority to amend existing STD Prevention Services contracts to provide additional funding for enhanced STD prevention and control services.

Los Angeles County (LAC) is experiencing the highest annual reported cases of syphilis, congenital syphilis, gonorrhea, and chlamydia. Among the most troubling trends in LAC are the increases in syphilis and congenital syphilis. There has been a 450 percent increase in syphilis rates among females and a 235 percent increase in males in the last decade. Congenital syphilis rates have increased by more than 1,100 percent in less than a decade, with 122 congenital syphilis cases reported county-wide in 2020 compared to 88 in 2019, and just 10 in 2010. These additional investments to existing STD-funded community partners are intended to help stem the tide of the STD crisis in LAC.

Approval of Recommendations 1, 2, and 3 will allow Public Health to execute amendments to 13 STD Prevention Services contracts to reflect funding adjustments for calendar year 2024 for enhanced STD prevention and control services.

Approval of Recommendation 4 will allow Public Health to execute amendments as needed to extend the contract through December 31, 2024, provide an increase in funding, and correct the contracts' terms and conditions, including making updates to the Statement of Work and/or Scope of Work. Approval of Recommendation 4 will also allow for the alignment of the STD-IPP contract to be aligned on same contract term as the other STD prevention contracts which are currently contracted through CY 2024. This will ensure that all STD services are aligned for future solicitation and programming efforts. Such amendments will only be executed if, and when, there is an unanticipated extension of applicable grant funding term in order 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 5 will allow Public Health to execute change notices to the contracts that authorize budget modifications within each budget with corresponding modifications to the statement of work and/or scope of work that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.

Approval of Recommendation 6 will allow Public Health to immediately suspend or terminate contracts with contractors who fail to perform and/or fully comply with program requirements, to terminate contracts for convenience by providing 30-calendar day advance written termination notice to contractors.

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 cost of the recommended STD-SDTS amendments is \$5,503,836, for the period of January 1, 2024 through December 31, 2024. The total cost of the recommended SHEX-C amendments is \$694,093 for the period of February 1, 2024 through December 31, 2024. The total cost of the recommended STD IPP amendment is \$170,000 for the period of July 1, 2023 through June 30, 2024, and \$623,529 for the period of July 1, 2024 through December 31, 2024. The total aggregate cost of \$6,991,458 is 100 percent funded by TSF and FPH funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.120, Public Health notified your Board on November 6, 2019, of its intent to increase or decrease funding up to 25 percent above or below the annual base maximum obligation of STD-SDTS and SHEX-C contracts.

County Counsel has reviewed and approved Exhibits I, II, and III as to form. Attachment A is a list of the contracts being amended.

CONTRACTING PROCESS

On January 16, 2020, your Board delegated authority to execute 13 new STD Prevention Services contracts, as a result of a solicitation, with a 15-day advance notice for services, effective January 1, 2020 and February 1, 2020, with the providers listed in Attachment A.

On November 24, 2020, your Board delegated authority to execute amendments to the 13 STD Prevention Services contracts to allow for the addition of standard contract language provisions related to change notices, extensions, and increases and/or decreases to the annual maximum obligation, which was not included in the original Board motion to enter into new STD Prevention Services contracts as a result of the solicitation.

On October 4, 2022 your Board approved CEO budget recommendations for Public Health to utilize \$2.5 million in TSF over a four-year period to help address the STD crisis in LAC.

On November 1, 2022, your Board approved a motion for Public Health to work with CEO to identify and allocate additional funding to Public Health for STD activities. As a result, an additional \$5 million in TSF were allocated to Public Health over a two-year period.

On October 30, 2023, I notified your Board that I was exercising delegated authority to amend 10 STD Prevention Services contracts to increase the annual maximum obligations by \$1,085,522 and amend three SHEx-C contracts to increase the annual maximum obligations by \$550,000, all funded by TSF funds.

Public Health is now seeking approval to further increase the annual maximum obligations of the 13 STD Prevention Services contracts to add Board-approved resources into SDTS-SDTS, SHEx-C, and STD IPP services contracts to address the STD crisis in LAC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to expand resources to targeted communities to provide enhanced STD prevention and control activities in LAC.

Respectfully submitted,

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

BF:an
BL#07366

Enclosures

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

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS
STD SCREENING, DIAGNOSIS AND TREATMENT SERVICES, SEXUAL HEALTH EXPRESS CLINIC SERVICES
AND
STD INFERTILITY PREVENTION PROJECT SERVICES

No.	Contractor Name	Contract No.	Current Annual Maximum Obligation 1/1/24 - 12/31/24	Amount of Increase in Tobacco Settlement Funds	Amount of Increase in Future of Public Health Funds	Total Amount of Augmentation	Revised Annual Maximum Obligation (1/1/2024 - 12/31/ 2024)	Service Planning Area Served	Supervisory District Served
STD TESTING AND STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES (STD-SDTS) Augmentation Funding Source: Tobacco Settlement Funds and Future of Public Health Funds									
1	AIDS Healthcare Foundation	PH-004126	\$ 370,696	\$ 484,000	\$ 222,424	\$ 706,424	\$ 1,077,120	6	2
2	APLA Health & Wellness	PH-004127	\$ 600,000	\$ 681,000	\$ 108,813	\$ 789,813	\$ 1,389,813	6	2
3	Altamed Health Services Corporation (Contract previously under Community Health Alliance of Pasadena)	PH-004130	\$ 200,000	\$ 63,100	\$ -	\$ 63,100	\$ 263,100	3	5
4	Central City Community Health Center	PH-004128	\$ 240,000	\$ 719,400	\$ -	\$ 719,400	\$ 959,400	6	2
5	Children's Hospital of Los Angeles	PH-004129	\$ 121,392	\$ 92,070	\$ -	\$ 92,070	\$ 213,462	4	3
6	JWCH Institute, Inc.	PH-004131	\$ 240,000	\$ 514,115	\$ 104,180	\$ 618,295	\$ 858,295	4	3
7	Los Angeles LGBT Center	PH-004132	\$ 1,950,000	\$ 649,840	\$ 874,278	\$ 1,524,118	\$ 3,474,118	4	3
8	Northeast Valley Health Corporation	PH-004133	\$ 200,000	\$ 91,950	\$ 75,535	\$ 167,485	\$ 367,485	2	3
9	Tarzana Treatment Centers, Inc.	PH-004134	\$ 180,000	\$ 608,331	\$ -	\$ 608,331	\$ 788,331	2	3
10	Watts Healthcare Corporation	PH-004135	\$ 240,000	\$ 214,800	\$ -	\$ 214,800	\$ 454,800	6	2
TOTAL STD-SDTS			\$ 4,342,088	\$ 4,118,606	\$ 1,385,230	\$ 5,503,836	\$ 9,845,924		
SEXUAL HEALTH EXPRESS CLINICS (SHEX-C) SERVICES Augmentation Funding Source: Tobacco Settlement Funds and Future of Public Health Funds									
No.	Contractor Name	Contract No.	Current Annual Maximum Obligation 2/1/24- 12/31/24	Amount of Increase in Tobacco Settlement Funds	Amount of Increase in Future of Public Health Funds	Total Amount of Augmentation	Revised Annual Maximum Obligation (2/1/2024 - 12/31/ 2024)	Service Planning Area Served	Supervisory District Served
1	APLA Health & Wellness	PH-004156	\$ 750,000	\$ 191,100	\$ -	\$ 191,100	\$ 941,100	6	2
2	Men's Health Foundation	PH-004158	\$ 750,000	\$ 300,000	\$ 202,993	\$ 502,993	\$ 1,252,993	6	2
TOTAL SHEX-C			\$ 1,500,000	\$ 491,100	\$ 202,993	\$ 694,093	\$ 2,194,093		
No.	Contractor Name	Contract No.	Current Annual Maximum Obligation 7/1/23 - 6/30/24	Amount of Increase in Tobacco Settlement Funds	Amount of Increase in Future of Public Health Funds	Total Amount of Augmentation	Revised Annual Maximum Obligation (7/1/2023 - 6/30/ 2024)	Service Planning Area Served	Supervisory District Served
STD INFERTILITY PREVENTION PROJECT CONTRACT- COMMUNITY EMBEDDED DISEASE INTERVENTION SPECIALIST (CEDIS) EXPANSION Augmentation Funding Source: Future of Public Health Funds									
1	Essential Access Health	PH-000749	\$ 1,077,058	\$ -	\$ 170,000	\$ 170,000	\$ 1,247,058	6	2
TOTAL STD IPP			\$ 1,077,058	\$ -	\$ 170,000	\$ 170,000	\$ 1,247,058		
GRAND TOTAL			\$ 6,919,146	\$ 4,609,706	\$ 1,758,223	\$ 6,367,929	\$ 13,287,075		

Amendment No.

DEPARTMENT OF PUBLIC HEALTH

**STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES
CONTRACT WITH [CONTRACTOR NAME]**

Paragraph	TABLE OF CONTENTS	Page
-----------	-------------------	------

5.	Maximum Obligation of County.....	2
----	-----------------------------------	---

Amendment No. _

**DEPARTMENT OF PUBLIC HEALTH
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES CONTRACT WITH
(AGENCY NAME)**

THIS AMENDMENT is made and entered into on _____,

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

and AGENCY NAME
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES CONTRACT" dated XXXX X, 2020, and further identified as Contract No. PH-00XXXX, and all amendments thereto (all hereafter "Contract"); and

WHEREAS, on January 23, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute an amendment to the Contract to increase the annual maximum obligation; and

WHEREAS, County has been allocated Future of Public Health funds and Tobacco Settlement Funds, of which a portion has been designated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to increase the maximum obligation through December 31, 2024, to support the

increase in operating expenses related to increased STD screening, diagnosis and treatment services, and make other designated changes; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2024 through December 31, 2024.

2. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph H, is deleted in its entirety and replaced as follows:

“H. For the period of January 1, 2024 through December 31, 2024, the maximum obligation of County for all services provided hereunder will not exceed _____ (\$_____).

Of this amount, _____ dollars (\$_____), is comprised of Future of Public Health funds and Tobacco Settlement Funds and is allocated to cover the salary cost of additional personnel, purchasing and/or updating of electronic medical records system software, and to support the increase in operating expenses related to increased STD Screening, Diagnosis and Treatment Service outcomes. Such overall maximum obligation is comprised entirely of CDPH STD Management, CDC PCHD, NCC, Future of Public Health,

and Tobacco Settlement Funds, as set forth in Exhibit C, Schedule 5-REVISED, attached hereto and incorporated herein by reference.”

3. Exhibit C, Schedule 5, BUDGET FOR STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, is deleted in its entirety and replaced with Schedule 5-REVISED, BUDGET FOR STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, attached hereto and incorporated herein by reference. All references in the Contract to Exhibit C, Schedule 5, are deemed amendment to state “Exhibit C, Schedule 5-Revised”.

4. Except for the changes set forth hereinabove, the Contract will not be changed in any other respect by this amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

AGENCY NAME
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

#07366:an

EXHIBIT C

AGENCY NAME

**STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES
SCHEDULES**

SCHEDULE 5-REVISED
BUDGET FOR
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES

AGENCY NAME

	<u>Budget Period</u> January 1, 2024 through <u>December 31, 2024</u>	
Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost*	\$	<u>0</u>
TOTAL PROGRAM BUDGET	\$	0

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

Amendment No.

DEPARTMENT OF PUBLIC HEALTH

**STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES
CONTRACT WITH [CONTRACTOR NAME]**

Paragraph	TABLE OF CONTENTS	Page
-----------	-------------------	------

5.	Maximum Obligation of County.....	2
----	-----------------------------------	---

Amendment No. _

**DEPARTMENT OF PUBLIC HEALTH
SEXUAL HEALTH EXPRESS CLINIC SERVICES
CONTRACT WITH (AGENCY NAME)**

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

AGENCY NAME
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "SEXUAL HEALTH EXPRESS CLINIC SERVICES CONTRACT" dated XXXXX 1, 2020, and further identified as Contract No. PH-00XXXX, and all amendments thereto (all hereafter "Contract"); and

WHEREAS, on January 23, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract to increase the annual maximum obligation and make corresponding adjustments to the budget schedules; and

WHEREAS, County has been allocated Future of Public Health funds and Tobacco Settlement Funds, of which a portion has been designated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to increase the maximum obligation through December 31, 2024, to support the increase in operating expenses related to increased sexual health express clinic services, and make other designated changes; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of February 1, 2024 through December 31, 2024.
2. Contract, Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph H, is deleted in its entirety and replaced as follows:

"H. For the period of February 1, 2024, through December 31, 2024, the maximum obligation of County for all services provided hereunder will not exceed _____ (\$_____).

Of this amount, _____ dollars (\$_____), is comprised entirely of Future of Public Health funds and Tobacco Settlement Funds and is allocated to cover the salary cost of additional personnel, purchasing and/or updating of electronic medical records system software, and to support the increase in operating expenses related to increased sexual health express clinic services outcomes. Such maximum obligation is comprised entirely of Tobacco Settlement Funds, Future of Public Health Funds, and NCC funds, as set forth in Exhibit C, Schedule 5-REVISED, attached hereto and incorporated herein by reference"

Exhibit C, Schedule 5, BUDGET FOR SEXUAL HEALTH EXPRESS CLINIC SERVICES, is deleted and replaced with Schedule 5-REVISED, BUDGET FOR SEXUAL HEALTH EXPRESS CLINIC SERVICES, attached hereto and incorporated herein by reference. All references in the Contract to Exhibit C, Schedule 5, are deemed amendment to state “Exhibit C, Schedule 5-Revised”, respectively. Except for the changes set forth hereinabove, the Contract will not be changed in any other respect by this amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

AGENCY NAME
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

#07366:an

EXHIBIT C

AGENCY NAME

SEXUAL HEALTH EXPRESS CLINIC SERVICES

SCHEDULES

SCHEDULE 5-REVISED
BUDGET FOR
SEXUAL HEALTH EXPRESS CLINIC SERVICES
AGENCY NAME

	<u>Budget Period</u> February 1, 2024 through <u>December 31, 2024</u>	
Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost*	\$	<u>0</u>
TOTAL PROGRAM BUDGET	\$	0

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

Amendment No. 36

DEPARTMENT OF PUBLIC HEALTH

**STD INFERTILITY PREVENTION PROJECT SERVICES
CONTRACT WITH ESSENTIAL ACCESS HEALTH**

Paragraph	TABLE OF CONTENTS	Page
5.	Maximum Obligation of County	3

Amendment No. 36

**DEPARTMENT OF PUBLIC HEALTH
STD INFERTILITY PREVENTION PROJECT SERVICES CONTRACT
ESSENTIAL ACCESS HEALTH**

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

ESSENTIAL ACCESS HEALTH
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "STD INFERTILITY PREVENTION PROJECT SERVICES CONTRACT" dated August 11, 2009, and further identified as Contract No. PH-000749, and all amendments thereto (all hereafter "Contract"); and

WHEREAS, on January 23, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute an amendment to the Contract to increase the annual maximum obligation for the period of July 1, 2023 to June 30, 2024 by \$170,000 and make corresponding changes to the budget schedules;

WHEREAS, County has been allocated Future of Public Health funds and Tobacco Settlement Funds, of which a portion has been designated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract increase the maximum obligation through June 30, 2024 to support the increase in operating expenses related to increased STD Infertility Prevention Project services and make other designated changes; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of July 1, 2023 through June 30, 2024.

2. Schedule XXXIX, BUDGET FOR STD INFERTILITY PREVENTION PROJECT SERVICES, attached hereto and incorporated herein for reference, is added to the Contract.

availability of federal, State, or County funding sources. In any event, County may terminate this Contract in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS herein.”

3. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph O, is deleted in its entirety and replaced as follows:

“O. For the period of July 1, 2023 through June 30, 2024, the maximum obligation of County for all services provided hereunder will not

exceed one million two hundred forty-seven thousand, fifty-eight dollars (\$1,247,058).

Of this amount, one hundred and seventy thousand dollars (\$170,000), is comprised of Future of Public Health Funds and Tobacco Settlement Funds and is allocated to cover the salary cost of additional personnel, purchasing and/or updating of electronic medical records system software, and to support the increase in operating expenses related to increased STD infertility prevention project services outcomes. Such overall maximum obligation is comprised entirely of CDPH STDCB funds, Future of Public Health funds, and Tobacco Settlement Funds, as set forth in Schedule XXXIII.2, attached hereto and incorporated herein by reference.”

4. Schedule XXXVIII.1, BUDGET FOR STD INFERTILITY PREVENTION PROJECT SERVICES, is deleted in its entirety and replaced with Schedule XXXVIII.2, BUDGET FOR STD INFERTILITY PREVENTION PROJECT SERVICES, attached hereto and incorporated herein by reference. All references in the Contract to Schedule XXXVIII.1, are deemed amendment to state “Schedule XXXVIII.2, respectively. Except for the changes set forth hereinabove, the Contract will not be changed in any other respect by this amendment.

/

/

/

/

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

COUNTY OF LOS ANGELES

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

ESSENTIAL ACCESS HEALTH
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

#07366:an

SCHEDULE XXXVIII.2
BUDGET FOR
STD INFERTILITY PREVENTION PROJECT SERVICES
ESSENTIAL ACCESS HEALTH

	<u>Budget Period</u> July 1, 2023 through June 30, 2024
Full-Time Staff	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/10/2024	
BOARD MEETING DATE	1/23/2024	
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)	Department of Health Services	
SUBJECT	Los Angeles General Medical Center Underground Storage Tank Repair Project	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" 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: \$832,000	Funding source: Department of Health Services' Enterprise Fund-Committed for DHS
	TERMS (if applicable):	
	Explanation: Board approval of the enclosed Fiscal Year 2023-24 appropriation adjustment (Enclosure B) will allocate \$416,000 from the DHS' Enterprise Fund-Committed for DHS to fund expenditures for the proposed LA General Underground Storage Tank Repair project, Capital Project No. 8A031. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budget. There is no net County cost impact associated with the recommended actions.	
PURPOSE OF REQUEST	The Internal Services Department is seeking Board approval of the proposed Los Angeles General Medical Center Underground Storage Tank Repair project, approval of the project budget and related appropriation adjustment, find the proposed project to be exempt from the California Environmental Quality Act and authorize a Board-approved Job Order Contract to deliver the project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed Project will repair the existing underground storage tank which provides fuel for the emergency generator servicing LA General Medical Center. The tank's monitoring devices are currently indicating a possible leak, most likely due to a leak in the tank's rubber seals. This project will repair the tank to allow the facility to resume receiving fuel for the emergency generators.	
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: - Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov	

**PROJECT INFORMATION SHEET
SCHEDULE AND BUDGET SUMMARY**

PROJECT :	LA General Medical Center Underground Storage Tank Repair
CAPITAL PROJECT NO. :	8A031

I. PROJECT SCHEDULE		
Project Activity	Duration	Scheduled Completion Date
Complete Construction Documents	Complete	December 2022
Jurisdictional Approval	Complete	May 2023
Award Construction Contract	1 months following Board approval	Feb 2024
Substantial Completion	5 months following Board approval	June 2024
Project Acceptance	6 months following Board approval	July 2024

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 425,000.00
Change Orders	\$ 62,000.00
Subtotal	\$ 487,000.00
Civic Art (if not exempt)	\$ -
Plans and Specifications	\$ 80,000.00
Jurisdictional Review/Plan Check/Permits	\$ 26,000.00
County Services (ISD Indirect)	\$ 239,000.00
Total Project Budget	\$ 832,000.00

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

December 13, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF HEALTH SERVICES

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2023-24****4 - VOTES****SOURCES****USES****DHS ENTERPRISE FUND**

MN2-3078

COMMITTED FOR DHS

DECREASE OBLIGATED FUND BALANCE**416,000****DHS ENTERPRISE FUND**

MN2-HS-6100-60070

OTHER FINANCING USES

INCREASE APPROPRIATION**416,000****LOS ANGELES GENERAL MEDICAL CENTER ENTERPRISE FUND**

MN4-HG-96-9911-60010

OPERATING TRANSFERS IN

INCREASE REVENUE**416,000****LOS ANGELES GENERAL MEDICAL CENTER ENTERPRISE FUND**

MN4-HG-96-9912-60010

OPERATING SUBSIDY - GENERAL FUND

DECREASE REVENUE**416,000****ENT SUB - LOS ANGELES GENERAL MEDICAL CENTER**

A01-AC-6100-21200-21224

OTHER FINANCING USES

DECREASE APPROPRIATION**416,000****LOS ANGELES GENERAL MEDICAL CENTER****LA GENERAL UNDERGROUND STORAGE TANK REPAIR**

A01-CP-6014-64010-8A031

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION**416,000****SOURCES TOTAL****\$ 1,248,000****USES TOTAL****\$ 1,248,000****JUSTIFICATION**

This budget adjustment of \$416,000 is necessary to fund Capital Project No. 8A031, LA General Underground Storage Tank Repair project, from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2023-24.

AUTHORIZED SIGNATURE

JEAN LO, CHIEF, CONTROLLER'S DIVISION

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE



Health Services
LOS ANGELES COUNTY

Approval of
Ordinance
Amending Title 2

January 10, 2024

UPDATE:
REDUCING
PATIENT ACCOUNT
LIABILITIES AND
CREATING CHARITY
CARE POLICIES



GOAL: To increase DHS' ability under these sections to waive and reduce patient account liabilities.

SAME AS OCTOBER 23, 2023: The first change to 2.76.046 eliminates the cap on the Director's authority to waive a patient's account liability. This modification, allows the Director to waive debts above the previous limit of, "the greater of (i) \$15,000, or (ii) \$75,000 or 50 percent of the account balance, whichever is less." The change, along with others in 2.76.046, removes the need for compromise settlement board letters and the associated burden on DHS and Board. The Board will continue to be able to track amounts DHS adjusts or waives through reports sent from DHS to Treasurer and Tax Collector (TTC), and then along to the Board.

First change: Section 2.76.046 (Director—Reducing patient account liabilities)



GOAL: To accelerate the implementation of policies that increase accessibility to County residents and other unique populations, to relieve the burden or fear of potential medical debt for those that are uninsured or underinsured.

SAME AS OCTOBER 23, 2023: The modification in subsection (B) gives DHS authority to make policy changes to ATP program and in subsection (C), relating to non-ATP charity care policies to last for more than three (3) years (i); creating new policies without Board approval (ii) that could also apply retroactively (iii).

NEW: Subsection (D) DHS will still seek Board approval for any changes that limit or restrict who is eligible for these programs. Such approval may come in the form either of a Board memo that provides at least two (2) weeks advanced notice for review and objection by any Board member, or *via* the Board letter process. **Subsection (E)** Additionally, DHS will provide annual notification of any changes to charity care policies along with usage of the programs.

Second change: Section 2.76.350 (Medical care, hospital care and public assistance—Costs to be collected by county—Reduced-cost plan/no-cost plan pilot projects)



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

February 1, 2024

To: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Fesia Davenport
Chief Executive Officer

MEASURE B ADVISORY BOARD RECOMMENDATIONS FOR SPENDING AVAILABLE UNALLOCATED MEASURE B FUNDS 2023

On July 11, 2017, the Board of Supervisors (Board) approved a motion by Supervisors Barger and Hahn that directed the Chief Executive Officer (CEO) to implement the Measure B Advisory Board (MBAB) to advise the Board on options and/or recommendations for spending unallocated Measure B funds. This is the fourth annual report to the Board regarding the work completed by the MBAB and recommendations for spending unallocated Measure B funds. In 2020, the MBAB process was suspended due to COVID-19 and in 2022 due to a minimal amount of available, unallocated funds.

BACKGROUND

In November 2002, voters in the County of Los Angeles (County) approved Measure B, which authorized the County to levy a special tax on building improvements to provide funding for the countywide system of trauma centers, emergency medical services, and for bioterrorism response throughout the County.

As directed in the July 11, 2017 Board motion, the MBAB will provide advice to the Board on options and/or recommendations for spending future unallocated funds. Actual allocation of funding will be solely at the discretion of the Board and contingent upon Board approval.

The MBAB is co-chaired by the CEO Health and Mental Health Services Division (non-voting member) and the County's Emergency Medical Services (EMS) Agency and includes one member from each of the following entities: Auditor-Controller, Department of Health Services (DHS), Department of Public Health (DPH), County of Los Angeles Fire Department (County Fire), a representative of non-County trauma hospitals, as appointed by the Hospital Association



"To Enrich Lives Through Effective And Caring Service"

of Southern California, the chair (or delegate) of the Los Angeles County Emergency Medical Services Commission, a surgeon practicing at a trauma hospital in the County as appointed by the Southern California chapter of the American College of Surgeons, and a registered nurse practicing in an emergency department of a designated trauma hospital in the County, as appointed by the California Nurses Association.

FUNDING AVAILABLE FOR MBAB PROCESS

Prior to the commencement of the current MBAB process¹, DHS provided the available amount of funding for MBAB consideration which totaled approximately \$28.0 million in one-time funding. After the completion of the MBAB ranking process, DHS provided an update indicating that upon finalizing their year-end book closing process, there was additional one-time funding comprised primarily of a refund related to the Federal Medicaid Assistance Percentage (FMAP), as well as underspending of previously allocated funding for various projects. The total additional unallocated one-time funding is approximately \$20.0 million. At this time, the CEO recommends that the MBAB process should proceed with the previously identified \$28.0 million in one-time funding and that the additional \$20.0 million in funding be made available for Board-priority uses or for future MBAB consideration. The identification of this additional one-time funding and this recommendation is in line with how this has been handled in previous years. During every year that funding has been allocated via the MBAB process, there has been a timing delay between when the initial available unallocated one-time funding is allocated at the outset of the MBAB process and the identification of residual one-time funding identified later in the year, as a result of the year-end book closing process.

MEASURE B PROPOSALS FOR 2023

Proposals for Measure B funding were submitted to the MBAB this year from April 15, 2023, through July 17, 2023, and were reviewed and ranked by the MBAB using a five-level ranking system. The MBAB received 34 funding proposals for consideration; however, three proposals were withdrawn by the proposers, leaving 31 proposals for consideration. Of the 31 proposals submitted, many contained requests for multiple components/programs, resulting in the MBAB ranking 45 distinct projects.

As noted above, the amount of Measure B unallocated one-time funding identified at the beginning of the Measure B process, available to fund these projects, totaled approximately \$28.0 million. The 45 proposed projects totaling nearly \$54.0 million were considered by the MBAB members and then ranked based on their level of priority. The description of each proposal and their numeric ranking is included in Attachment II.

RECOMMENDATIONS

Based on the evaluation conducted by the MBAB and the funding available to cover the cost of these requests, the CEO is recommending that the Board approve one-time funding for all proposals receiving a ranking of 20 or higher, totaling approximately \$28.0 million, as shown on Attachment II. These recommendations include the ability to maximize funding by use of an inter-governmental transfer for the non-County trauma hospital-based requests. If the Board approves

¹ Additional information on the Measure B funding process can be found in Attachment I.

these recommendations, the CEO will work with EMS and the impacted County and non-County entities to implement these initiatives.

Based on sufficient available funding for 24 of the 45 projects, unless otherwise instructed by the Board by [insert date here], the CEO will work with the EMS Agency and DHS to allocate funding as outlined herein, to the requesting organizations.

FUTURE MEETINGS

Due to the number of projects and the total cost of the projects submitted in 2023 and the complexity of the process, going forward, the MBAB recommends that future project proposals will only be accepted when the Measure B one-time unallocated available fund balance is \$15.0 million or more. This could result in no projects being accepted in any given year, allowing more time for funds to accumulate for future use.

If you have any questions, please contact Erika Bonilla, Budget and Finance Division, at (213) 974-9689 or ebonilla@ceo.lacounty.gov.

FAD:JN:MM

MM:EB:AS:YF

Attachments

c: Executive Office, Board of Supervisors
 County Counsel
 Auditor-Controller
 California Nurses Association
 Emergency Medical Services Agency
 Emergency Medical Services Commission
 Department of Health Services
 Department of Public Health
 Hospital Association of Southern California
 Los Angeles County Fire Department
 Southern California Chapter, American College of Surgeons

MEASURE B ADVISORY BOARD
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670

Measure B Funding
Process for Submitting Funding Proposals
2023

Background

Measure B is a special property assessment that was passed by the voters of Los Angeles County on November 5, 2002. This assessment is imposed upon all improvements (buildings) located in Los Angeles County and is added to Los Angeles County property taxes to provide funding for the Countywide System of Trauma Centers, Emergency Medical Services, and Bioterrorism Response.

The use of Measure B funds is restricted to four areas and authorized expenditures must fall within one of these areas:

Trauma Centers	<ul style="list-style-type: none"> • Maintain all aspects of countywide system of trauma centers. • Expand system of trauma centers to cover all areas of the county. • Provide financial incentives to keep existing trauma centers within the system • Pay for the costs of trauma centers, including physician and other personnel costs
Emergency Medical Services	<ul style="list-style-type: none"> • Coordinate and maintain a countywide system of emergency medical services • Pay for the costs of emergency medical services, including physician and other personnel costs.
Bioterrorism Response	<ul style="list-style-type: none"> • Enable stockpiling of safe and appropriate medicines to treat persons affected by a bioterrorism or chemical attack. • Train health care workers and other emergency personnel to deal with the medical needs of those exposed to a bioterrorism or chemical attack. • Provide medical screenings and treatment for exposure to biological or chemical agents in the event of a bioterrorism or chemical attack. • Ensure the availability of mental health services in the event of a terrorist attack.
Administration	<ul style="list-style-type: none"> • Defray administrative expenses, including payment of salaries and benefits for personnel in the Los Angeles County Department of Health Services and other incidental expenses • Recover the costs of the special election in 2002 • Recover the reasonable costs incurred by the county in spreading, billing and collecting the special tax.

Submitting a Proposal

Proposals for Measure B funding can be submitted each year from April 15 through July 17 of that year. The proposals will be reviewed prior to the Measure B Advisory Board (MBAB) proposal review

meeting, to ensure the proposed expenditures are authorized for Measure B funding. Any proposals for expenditures not authorized for under Measure B will be removed and the submitting entity will be notified of this action.

The MBAB will review and rank all submitted requests for Measure B funding with proposed expenditures that are authorized for Measure B at the MBAB proposal review meeting, typically scheduled in September of each year. If additional time is needed to review and evaluate the requests, another meeting will be scheduled typically later in September or in October of that year.

Below are the steps for submitting a proposal:

1. Complete the Measure B Proposal form and submit it, along with any supporting documents, via mail or email to the Los Angeles County EMS Agency no later than 5:00 pm on July 17 of the year to allow adequate time for the proposals to be reviewed and distributed prior to the first MBAB proposal review meeting. Supporting documents include price quotations for equipment purchases, budget, and pertinent financial statements. Financial statements will be required for funding request to offset the operational loss for providing a specific service (e.g. Trauma Services). The financial statements must clearly show direct expenses incurred and revenue received and expected to be received from all sources (including subsidy and donations) for providing the service. For proposed new services or activities, a detailed budget must accompany the funding request, that includes a list of personnel, equipment, supplies and services costs, and an explanation of how these costs are determined. Additionally, when a request requires the hiring of personnel or incurring other long-term financial obligations (e.g. lease) for future years, the requesting entity must provide supporting documentation demonstrating how they will cover the personnel cost and these obligations if Measure B funding is not available in future years. Every requesting entities must provide a letter from the organization's Department Head/Executive Office approving the proposal submission.
2. Proposers are encouraged to attend the MBAB proposal review meeting(s) to provide a brief overview of their project, limited to two minutes and be available to answer any questions that the members of the MBAB may have related to their proposal. If a second meeting is also scheduled for review of proposals, the proposers are encouraged to also attend this meeting. The first meeting is typically scheduled in September of the year and if another meeting is needed, it will be scheduled typically later in September or in October of that year.
3. After reviewing all eligible proposals, the MBAB members will rank score the projects while the proposers are in attendance. However, the ranking score given by the MBAB does not guarantee approval by the Board of Supervisors.

Evaluating and Rank Ordering of the Proposals

After reviewing all eligible proposals submitted for a given year, the MBAB will rank the proposals using a three-level ranking system. Each qualified proposal will be given a high priority (Score of 5), medium high priority (Score of 4), medium priority (Score of 3), medium low priority (Score of 2), or low priority (Score of 1). All MBAB members may vote on any proposals being considered, even if they are affiliated with the requesting entity, or has an interest in or will benefit from a proposal(s), unless it is deemed inappropriate by the MBAB Co-Chairs. The ranking will be done by each MBAB voting member providing a number ranking and an average score will be determined using all voting member rankings for each proposal.

When evaluating/ranking each proposal, the committee may take into consideration the following:

- Consistency with the original intent of Measure B
- Regional or system-wide application and impact
- Improves overall services of trauma, EMS or bioterrorism
- Addresses any major gap in the system to ensure access and health equity
- Feasibility of proposed project, given the available time and resources
- Completeness of proposal

Board Consideration

A memo to the Board of Supervisors providing information on all the eligible proposals that were submitted and reviewed will be written by the Co-Chairs. The Board memo will highlight the amount of unallocated Measure B funding that is available and the rank order score of each proposal. It shall be the Board's sole discretion and decision on what proposals are to be funded, as well as the amount awarded.

Once a proposal is approved by the Board, additional processes may need to be implemented prior to disbursement of the funds. This includes entering into a written agreement with the County outlining the use of the funding and the timeframe for incurring expenses. Typically, any Measure B funds that are awarded should be expended within 12 months of award. All Measure B funding is awarded on a reimbursement basis, with the receiving entity incurring the expense and then submitting the claim or invoice to Los Angeles County - Department of Health Services / Health Services Administration Finance for reimbursement.

If you have any questions regarding submitting a proposal, please contact Jacqui Rifenburg, EMS Agency Assistant Director at jrifenburg@dhs.lacounty.gov or 562-378-1640.

Los Angeles County Measure B Funding Proposal 2023

Measure B funding will be allocated on a one-time basis with all expenditures to be completed within 12 months of award. If the proposal requires year to year funding the proposer must provide supporting documents on how they will cover the on-going costs in future years.

Requesting Entity Name:	
Point of Contact Name:	
Point of Contact Phone:	
Point of Contact email address:	
Amount of Funding Requested:	
Brief Project Description:	
Describe the gap in Emergency Medical Services, Trauma Services or Bioterrorism Preparedness that the requested funds addresses: <i>Discuss the current situation, strategy to solve the identified gap and how the allocation of Measure B funds benefits the citizens of Los Angeles County)</i>	
Justification:	

<p>Place a checkmark next to each of the applicable statements and incorporate comments into your brief 2-3 paragraph narrative justification.</p>	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Achieves compliance with legal requirements, mandate, citation or audit. </div> <div style="width: 50%;"> <input type="checkbox"/> Provides a new service for patients. </div> <div style="width: 50%;"> <input type="checkbox"/> Increases capacity to meet patient care demand. </div> <div style="width: 50%;"> <input type="checkbox"/> Improves efficiency. </div> <div style="width: 50%;"> <input type="checkbox"/> Provides for improvements in emergency preparedness activities. </div> <div style="width: 50%;"> <input type="checkbox"/> Increases patient safety/reduces risk. </div> <div style="width: 50%;"> <input type="checkbox"/> Improves timely access to healthcare. </div> <div style="width: 50%;"> <input type="checkbox"/> Other </div> </div> <p>Narrative Justification:</p>
<p>Timeline When funds will be needed, how long will it take to implement. Explain/list the major milestones to achieve implementation and the approximate timeline for each.</p>	

Provide as separate attachments the following supporting documents:

- List of equipment and price quotations for equipment purchases.
- Financial statements will be required for funding request to offset the operational loss for providing a specific service (e.g. Trauma Services). The financial statements must clearly show direct expenses incurred and revenue received and expected to be received from all sources (including subsidy and donations) for providing the service, with the request for Measure B funding no more than the gap between the revenue and expenses.
- For proposed new services or activities, a detailed budget must accompany the funding request, that includes a list of personnel, equipment, supplies and services costs, and an explanation of how these costs are determined.

-
- When a request requires the hiring of personnel or incurring other long-term financial obligations (e.g. lease) for future years, the requesting entity must provide supporting documentation demonstrating how they will cover the personnel cost and these obligations if Measure B funding is not available in future years.
 - If the requesting entity is a Los Angeles County department, provide a letter from the submitting entities Chief Executive Officer or Department Head approving the addition of the requested item to the department's budget.
 - Project Timeline: Include how soon project would begin once funded. For one-time funding, indicate the total time needed to complete project and major milestones along the timeline.

Submit all documents via mail or email no later than July 15 of the year to:

Los Angeles County
Emergency Medical Services Agency
Measure B Advisory Board
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670
Attention: Jacqui Rifenburg
jrifenburg@dhs.lacounty.gov

**MEASURE B ADVISORY BOARD
PROPOSAL NAME/DESCRIPTION
2023**

#	Proposal Name/Description	Funding Request	Ranking
Requests Recommended for Funding			
1.	Los Angeles County Fire Department requests funding for the ReddiNet Ambulance Delay Notification System. This platform will give real time situational awareness to field personnel when there is a critical delay in ambulance dispatch in all regions covered by Los Angeles County Fire Department.	\$23,800	30
2.	Hospital Association of Southern California on behalf of the Non-County Trauma Hospitals requests funding to cover physician staffing costs. Since 2016, physician call coverage has grown by \$32.3 million. The request is for approximately \$15.5 million and is made up of \$8.4 million in Measure B funds for an Inter-governmental Transfer (IGT) and an estimated \$7.1 million in federal matching funds. The exact amount of Measure B funds is to be determined as Ronald Reagan-UCLA Medical Center and Antelope Valley Hospital are not eligible for an IGT, so their full allocation consists of Measure B funds. The portion of Measure B funds allocated to these two hospitals will be determined later this fiscal year as part of the overall Trauma Hospital payment negotiations.	\$8,435,059	29
3.	Emergency Medical Services Agency requests funding for the Health Data Exchange (HDE) Platform. HDE is a Software-as-a-Service (SaaS) which provides bi-directional real-time data transfer of EMS related information between the EMS providers' electronic patient care record (ePCR) management system, and the hospitals' electronic medical record (EMR) management system. This will provide an automated mechanism for obtaining patient outcomes and other agreed upon important data for EMS providers and the EMS Agency. HDE enhances analytics capability to support performance improvement activities at a facility/EMS provider agency level as well as on a regional and Countywide level.	\$1,800,000	28
4.	Emergency Medical Services Agency requests funding to replenish/replace consumables and repair/replace equipment used in the COVID-19 response.	\$500,000	28
5.	Emergency Medical Services Agency requests funding for the installation of satellite communication equipment for voice over internet provider (VOIP) and data transfer at the primary Medical Coordination Center (MCC), backup MCC and Mobile MCC.	\$250,000	28

#	Proposal Name/Description	Funding Request	Ranking
6.	Department of Public Health (DPH) requests funding for the purchase of two (2) FLIR IBAC-2 bioterrorism detection sensors. The IBAC-2 system would enhance their ability for the rapid detection of a biological attack and determination of the exposed population.	\$110,000	27
7.	Hospital Association of Southern California on behalf of the Non-County Trauma Hospitals requests funding for staffing for data collection and performance improvement and patient safety. This amount will be divided equally amongst the 15 trauma hospitals. Each hospital will allocate these dollars to trauma registry staff and/or performance improvement staff to support the requirements.	\$8,322,315	27
8.	Los Angeles Fire Department Air Operations requests funding for the replacement of Helicopter Emergency Medical Services (HEMS) Patient Loading Utility Systems (PLUS) and Split-Apart Tapered Rescue Litters. This will be replacing existing equipment which is worn and/or damaged and will ultimately provide for operational efficiency, patient safety and stabilization.	\$155,717	26
9.	DPH requests funding for purchasing additional BLOWATCH early detection equipment, supplies and calibration services. The additional equipment would allow DPH – Environmental Health to respond to the community within hours instead of days.	\$375,000	26
10.	Emergency Medical Services Agency requests funding for the annual licensing fee for mass communication system used by the Medical Health Operational Area Coordination (MHOAC), Regional Disaster Medical Health Coordination Program (RDMHC), and Hospital Preparedness Program (HPP) partners.	\$150,000	25
11.	Hospital Association of Southern California on behalf of the Non-County Trauma Hospitals requests funding for trauma center staff education. Trauma care requires clinicians at trauma centers to receive initial and ongoing up-to-date education to provide optimal care of the injured patient.	\$600,000	25
12.	Hawthorne Police Department requests funding to conduct Stop the Bleed training for 1,000 community members.	\$44,950	24
13.	The Regents of the University of California through the David Geffen School of Medicine Department of Emergency Medicine UCLA Center for Prehospital Care requests funding for development of Stop the Bleed Train the Trainer program. This program would be utilized by the school districts in Los Angeles County. This training would support training of up to 250 Stop	\$471,446	24

#	Proposal Name/Description	Funding Request	Ranking
	the Bleed instructors and provide each instructor with 10 hemorrhage control kits to be utilized in their future classes.		
14.	Los Angeles County Fire Department requests funding to purchase 180 video laryngoscope units.	\$442,000	23
15.	DPH requests funding to hire a consultant to develop, build and implement an emergency preparedness module for the DPH Online Real-Time Centralized Health Information Database (ORCHID). This module would allow DPH to respond and document mass vaccinations for County employees.	\$250,000	23
16.	DPH requests funding to support a pilot project with five (5) independent pharmacies to procure, prepare, maintain, and dispense local stockpile of medical countermeasures.	\$250,000	23
17.	Regents of the University of California – UCLA Health System requests funding to support the operation of the Mobile Stroke Unit for 1 year.	\$2,200,000	22
18.	Los Angeles County Ambulance Association (LACAA) requests funding for the purchase of 1,086 Automatic External Defibrillators (AEDs). This will equip all 37 licensed private ambulance providers, regardless of their membership status, with LACAA.	\$1,402,775	22
19.	Long Beach Health Department requests funding to offset operational costs and equipment for the Long Beach Regional Distribution Site (RDS).	\$527,000	22
20.	The Regents of the University of California through the David Geffen School of Medicine Department of Emergency Medicine UCLA Center for Prehospital Care requests funding for the development and instruction of a difficult airway management course.	\$479,412	21
21.	Hospital Association of Southern California on behalf of the Non-County Trauma Hospitals requests funding to adequately deliver Stop the Bleed: Community Outreach Program.	\$600,000	21
22.	DPH requests funding for the replacement of expired nerve agent auto-injectors and doxycycline.	\$4,900	20
23.	DPH requests funding for the purchase of laboratory equipment.	\$480,000	20
24.	DPH requests funding to lease space to store sampling BLOWATCH equipment, vehicles, and supplies.	\$125,625	20