



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: May 22, 2024

TIME: 11:30 a.m. – 1:30 p.m.

MEETING CHAIR: Angelica Ayala, 3rd Supervisorial District

CEO MEETING FACILITATOR: Atineh Sepanian

This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024, order.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration

500 West Temple Street

Los Angeles, California 90012

Room 140

To participate in the meeting virtually, please call teleconference number:

1 (323) 776-6996 and enter the following: 403 234 317# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

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:** Approval of Emergency Medical Technician – Paramedic Services Agreement

- b. **DHS:** Approval of a Successor Service Sharing Agreement with Health Care Interpreter Network for Health Care Language Interpreters
- c. **DHS:** Approval of Funding Methodology and Amendments to the Memorandum of Agreements for Non-County Trauma Center Provisions for Reimbursement
- d. **DPH:** Approval to Amend 9 Sole Source High Impact HIV Prevention and STD Community Engagement Services Contracts to Extend the Term through June 30, 2025 (#07596)
- e. **DPH:** Approval to Execute Amendments to Six Service Contracts for the Provision of Comprehensive Tobacco Control Services (#07558)
- f. **DPH:** Approval to Execute a Sole Source Amendment to Contract Number PH-003642 with Superior Scientific, Inc. to Extend the Term Through December 31, 2024 (#07598)
- g. **DPH:** Approval to Amend Two Sole Source Contracts with Tarzana Treatment Centers, Inc. for High Impact HIV Prevention Services Contracts to Extend the Term through June 30, 2025 (#07677)
- h. **DMH:** Approval of a Sole Source Contract Extension for Pharmacy Benefit Management Services with Magellan Pharmacy Solutions, LLC

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

- a. **DPH:** Approve Spending Plans for Funds Related to the State of California Settlement with JUUL Labs, Inc., and Delegate Authority to Change Percentage Allocations, Amounts, and/or Allowable Uses, and Execute or Amend Contracts Related to Approved Spending Plan Activities (All Supervisorial Districts) (3 Votes) (#07614)
- b. **DHS:** Approval Of Amendments to Extend Temporary Healthcare Personnel Agreements and Approval to Execute New or Successor Specialty Medical Services Master Agreements on a Temporary, As-needed Basis with Qualified Medical Professionals
- c. **DPH:** Approval to Execute Contracts for the Provision of Healthy Families America and Parents as Teachers Home Visiting Program Services (#07441)

- d. **DPH:** Approval to Execute a New Contract with City Fabrick for the Provision of Los Angeles County Pedestrian Plans for Unincorporated Communities (ATP 6) Project (#07470)
 - e. **DMH:** Approval to Execute Two New Sole Source Training Contracts with PracticeWise, LLC, and with Interpersonal Psychotherapy Institute, LLC
 - f. **DPW/DHS:** Olive View-UCLA Medical Center Automatic Transfer Switches Modernization and Manual Transfer Switches Retrofit Project – approve project and budget, appropriation adjustment, and deliver the project using JOC
- 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	5/22/2025	
BOARD MEETING DATE	6/4/2024	
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	
SUBJECT	Request approval of Emergency Medical Technician-Paramedic (EMT-P) Services Agreements with County approved private paramedic providers for the provision of Advanced Life Support services.	
PROGRAM	Emergency Medical Services (EMS) Agency	
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	June 30, 2024 / Current agreements expire on June 30, 2024.	
COST & FUNDING	Total cost: N/A	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: The EMT-P Services Agreements are no cost agreements. Therefore, there is no net County cost impact associated with the recommendations.	
PURPOSE OF REQUEST	<p>The purpose of the request is to execute successor EMT-P Services Agreements with private paramedic providers, previously approved by the County, effective July 1, 2024 through June 30, 2029, with one-year automatic extensions through June 30, 2034, for the provision of Advanced Life Support (ALS) services, at no cost to the County.</p> <p>Approval of the recommendations will allow the Director, or designee, to execute successor Agreements with County approved private paramedic providers to continue to the practice of providing emergency medical care services in accordance with California H&S Code Section 1797, et seq., thought the County; make necessary changes to the scope of work, and add, delete and/or change non-substantive terms and conditions in accordance with all applicable State, Federal laws and Regulations, County Ordinances and Board Policy in the Agreement; execute new EMT-P Agreements with any future County approved private paramedic providers; and terminate each of the Agreements in accordance with the termination provisions of the corresponding Agreement.</p>	

<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>The Department of Health Services is the local Emergency Medical Services (EMS) Agency and is responsible for the development and maintenance of Los Angeles County's EMS System, which includes the approval of EMT-P providers.</p> <p>As required under Section 1797, et seq., of the California Health & Safety Code (H&S Code), the County maintains an ALS system under which paramedics provide emergency medical care to the sick and injured at the scene of an emergency, or while transporting to a general acute care hospital or interfacility transfer. Paramedics also provide such emergency medical care while sick or injured persons are in the emergency department of a general acute care hospital, until patient care responsibilities are assumed by the regular hospital staff, as well as during training within the facilities of a participating general acute care hospital.</p> <p>In order for approved paramedic provider agencies to participate in the ALS Program, the California Code of Regulations (CCR), Title 22, Section 100168(b)(4) requires such paramedic provider agencies to have a written agreement with the local EMS Agency, and to comply with all applicable State regulations and local policies and procedures.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>(DHS) Julio Alvarado, Director Contracts & Grants, (213) 288-7819 JAlvarado@dhs.lacounty.gov</p> <p>(DHS) Roel Amara, Emergency Medical Services Assistant Director, (562) 378 – 1598 ramara@dhs.lacounty.gov</p>

June 4, 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 EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC
SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of Emergency Medical Technician-Paramedic (EMT-P) Services Agreements with LA County approved private paramedic providers for the provision of Advanced Life Support (ALS) services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Health Services (Director), or authorized designee, to execute successor EMT-P Services Agreements (Agreements) with Los Angeles County (LA County) approved private paramedic providers listed in Attachment A, effective July 1, 2024, through June 30, 2029, with one-year automatic extensions through June 30, 2034, for the provision of ALS services, at no cost to LA County.
2. Delegate authority to the Director, or authorized designee, to execute future amendments to the Agreements to: (a) make necessary changes to the scope of work; (b) add, delete and/or change non-substantive terms and conditions in the Agreements; and (c) add, delete, and/or change terms and conditions as mandated by Federal or State law or regulation, LA County policy, the Board, and/or Chief Executive Office (CEO), subject to prior review and approval by County Counsel.
3. Delegate authority to the Director, or authorized designee, to execute form EMT-P Services Agreement with any future LA County-approved private paramedic providers, during the initial Agreement term, and any extension thereof, for the provision of ALS services, at no cost to LA County.
4. Delegate authority to the Director, or authorized designee, to terminate each Agreement in accordance with the termination provisions of the corresponding Agreement, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

The Department of Health Services (DHS) is the local Emergency Medical Services (EMS) Agency and is responsible for the development and maintenance of LA County's EMS System, which includes the approval of EMT-P providers.

As required under Section 1797, et seq., of the California Health and Safety Code (H&S Code), the LA County maintains an ALS system under which paramedics provide emergency medical care to the sick and injured at the scene of an emergency, or while transporting to a general acute care hospital or interfacility transfer. Paramedics also provide such emergency medical care while sick or injured persons are in the emergency department of a general acute care hospital, until patient care responsibilities are assumed by the regular hospital staff, as well as during training within the facilities of a participating general acute care hospital.

In order for approved paramedic provider agencies to participate in the ALS Program, the California Code of Regulations (CCR), Title 22, Section 100168(b)(4) requires such paramedic provider agencies to have a written agreement with the local EMS Agency, and to comply with all applicable State regulations and local policies and procedures.

Approval of the first recommendation will allow the Director, or authorized designee, to execute successor Agreements, substantially similar to Exhibit I, with LA County approved private paramedic providers to continue the practice of providing emergency medical care services in accordance with California H&S Code Section 1797, et seq., throughout LA County.

Approval of the second recommendation will allow the Director, or designee, to make necessary changes to the scope of work, and add, delete and/or change non-substantive terms and conditions in accordance with all applicable State, Federal laws and Regulations, LA County Ordinances and Board policy in the Agreement.

Approval of the third recommendation will allow the Director, or designee, to execute new EMT-P Services Agreements with any future LA County approved private paramedic providers within the parameters set forth herein.

Approval of the fourth recommendation will allow the Director, or designee, to terminate each of the Agreements in accordance with the termination provisions of the corresponding Agreement.

Implementation of Strategic Plan Goal

The recommended actions support Strategy 1-A(ii)., "Improve Health Outcomes"; and 2-A(i), "Population Based Health," of LA County's Strategic Plan.

FISCAL IMPACT/FINANCING

The EMT-P Services Agreements are no cost agreements. Therefore, there is no net LA County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 4, 2014, the Board approved the execution of EMT-P Services Agreements with the current private paramedic service providers, which are set to expire on June 30, 2024.

The recommended Agreements includes all Board required provisions, including the most recent provision – Compliance with LA County's Zero Tolerance Human Trafficking policy, and may be terminated for convenience by the LA County upon 10 days prior written notice.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

The CCR, Title 22, Section 100168(b)(4) requires such paramedic providers to have a written agreement with the local EMS Agency to participate in the ALS Program and to comply with all applicable State regulations and local policies and procedures. The recommended successor Agreements satisfies this requirement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommendations will ensure uninterrupted delivery of high-quality paramedic services for LA County residents.

The Honorable Board of Supervisors
June 4, 2024
Page 4

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:am

Enclosure

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

EMT-P PROVIDERS

COMPANY	ADDRESSES	CONTRACT & PHONE NUMBER
All Town Ambulance, LLC Aram Grigoryan, President/CEO Daniel Orca, General Manager	7755 Haskell Avenue Van Nuys, CA 91406 aram@alltownamb.com orca@alltownamb.com	H-707894 (818) 787-8737
AmbuServe, Inc. Melissa Harris, President/CEO Scott Smith, Vice President/CFO	15105 S. Broadway Avenue Gardena, CA 90248-1821 melissah@ambuserveambulance.net scotts@ambuserve.net	H-706147 (866) 249-1800
American Medical Response of Southern California – L A County Division Ken Liebman, Regional Manager Andres Trujillo, Operations Manager Jill Rios, Sr. Administrative Asst.	12638 Saticoy Street South North Hollywood, CA 91605 ken.liebman@gmr.net andres.trujillo@gmr.net Jillian.Rios@gmr.net	H-706155 (626) 633-4612 O (626) 633-4612 C (661) 810-7635
AmWest, Inc. dba Amwest Ambulance Boris Krutonog, President Steven Espinoza, Operations Manager	13257 Saticoy Street North Hollywood, CA 91605 BORIS@AMWESTAMB.NET steve.espinoza@amwestsecure.org	H-707953 (818) 859-7999
Antelope Ambulance Service Andrew Wilson, President Doug Cain, Ops./Gen. Manager	42540 N. 6th St. East Lancaster, CA 93535 andy@antelopeamb.com drcaain@antelopeamb.com	H-706156 (661) 951-1998
California Medical Response, Inc., dba Cal-Med Ambulance Ronald A. Marks, President Gabriel Granados, General Manager	1557 Santa Anita Ave South El Monte, CA 91733 rmarks@calmedambulance.com gabe@calmedambulance.com	H-708569 (562) 968-1818
Eastwest Proto Inc., dba Lifeline Ambulance Maxim Gorin, President/CEO Dillon Brock, VP Operations	6605 E. Washington Blvd. Commerce, CA 90040 mgorin@lifeline-ems.com dbrock@lifeline-ems.com	H-709487 (800) 700-9344 Mr. Brock Cell: (323) 286-2364
Firstmed Ambulance Services, Inc. Kristina Bableyan, President Emilio Gaona, Operations, Manager	8630 Tamarack Avenue Sun Valley, 91352-2504 kbableyan@firstmedambulance.com egaona@firstmedambulance.com	H-708009 (818) 982-8388
First Rescue Ambulance, Inc. Robert Moghadam, CEO Kris Thomas, Ops. Mgr./C.O.O.	15705 Arrow Highway, Suite 2 Irwindale, CA 91706 firstrescueambulance.com kthomas@firstrescueambulanceinc.com	H-710241 (626) 429-5279 Ms. Thomas Cell: (562) 212-5148
Guardian Ambulance Service Kathleen McNab, President Matt Armstrong, General Manager	12121 Barringer Street South El Monte, CA 91733-3713 kathymcnab@guardianambulance.net matt@guardianambulance.net	H-707733 (626) 405-8848
Premier Medical Transport, Inc. Paul Scarborough, President/CEO Daniel Santillan, Director of Operations	260 N. Palm Street, Suite 200 Brea, CA 92821-2870 paul@premieramb.com dsantillan@premieramb.com	H-709043 (888) 353-9556
PRN Ambulance, Inc. Joshua Parker, General Manager	8928 Sepulveda Boulevard North Hills, CA 91343-4306 jparker@prnambulance.com	H-706146 (818) 810-3648 Cell: (747) 239-0424
Rescue Services International, LTD, dba Medic-1 Ambulance Melissa Harris, President/CEO James Karras, VP/COO	12806 Schabarum Ave, #A Irwindale, CA 91706-6805 melissah@rsiamb.com jkarras@rsiamb.com	H-706143 (626) 385-0440
Royalty Ambulance Services, Inc. Andranik Bableyan, President Emilio Gaona, Operations/General Mgr.	3235 N. San Fernando Rd., Bldg. 6 Los Angeles, CA 90065-1434 abableyan@royaltyambulance.com egaona@royaltyambulance.com	H-707008 (818) 550-5833
Symons Emergency Specialties, Inc. dba Symbiosis Dr. Jeff Grange, President Dawn Downs, General Manager	1801 Orange Tree Lane Redlands, CA 92374 jgrange@symbiosiscare.com ddowns@symbiosiscare.com	H-707631 (909) 8802979

Westmed Ambulance Inc., dba
McCormick Ambulance
Ken Liebman, Regional Director
Joseph Chidley, Director of Operations
David Konieczny, Operations Manager

2020 South Central Avenue
Compton, CA 90220
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H-706152
(310) 219-1779 X104
O (626) 633-4612
C (661) 810-7635

02.21.24

CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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	Approval to execute a successor service sharing Agreement with Health Care Interpreter Network for the Department of Health Services to renew its participation in the HCIN network for continued sharing of trained health care language interpreters among DHS hospitals and other HCIN network members in furtherance of compliance with the applicable federal, state and local requirements and policies governing language access, including Title VI of the Civil Rights Act of 1964 and the Board's motions and directives in support of strengthening language access in County services.	
PROGRAM	Office of Language Access and Inclusion	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Existing agreement is set to expire on June 30, 2024.	
COST & FUNDING	Total cost: Estimated initial annual County obligation of \$3.5 million	Funding source: DHS Fiscal Year (FY) 2024-25 Recommended Budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	<p>Delegate authority to the Director of DHS, or authorized designee, to execute a successor Agreement with HCIN for DHS' continued participation in HCIN's health care language interpreter network and interpretation services, effective on July 1, 2024 through June 30, 2029, with five (5) one-year term extension options, with an estimated initial annual County obligation of \$3.5 million. Approval of the first recommendation will allow the Director, or designee, to execute a successor Agreement with HCIN to replace the current agreement that is scheduled to expire on June 30, 2024. A successor Agreement is recommended to ensure inclusion of the current required terms and conditions.</p> <p>Delegate authority to the Director, or authorized designee, to: (i) exercise the Agreement term extension options; (ii) add, delete and/or modify certain terms and conditions of the Agreement as required by law, County policy, the Board or the Chief Executive Officer; (iii) modify the Agreement, including scope of services, in accordance with the Agreement's terms and conditions for operational efficiencies and to address changes in service needs, with corresponding changes to the pricing terms; (iv) incorporate and/or</p>	

	<p>revise non-substantive and administrative Agreement terms and conditions; (v) increase and otherwise adjust HCIN network membership fees and other rates and fees under the Agreement by up to ten percent (10%) annually to account for changes in technology, as well as networking and other changes at DHS hospitals, to meet the demands and needs of the participating DHS facilities and to remain competitive with market rates; (vi) effect termination of the Agreement, with all such actions that require Amendments to the Agreement subject to prior review and approval by County Counsel.</p> <p>Approval of the second recommendation will allow the Director, or authorized designee, the flexibility to make the necessary contractual modifications to effectively administer to meet the demands and needs of the participating DHS facilities without returning to the Board. These actions include extending the term of the Agreement; adding, deleting and/or changing non-substantive and administrative terms and conditions in the Agreement, modifying and approving necessary changes to scope in services, implementing modifications in accordance with the Agreement's terms and conditions; and increasing the HCIN membership fees and other rates and fees under the Agreement by up to ten percent (10%) annually to account for changes in technology, as well as networking and other changes at DHS hospitals, and to remain competitive with market rates.</p> <p>Payment of HCIN network membership fees enables DHS to first utilize DHS own qualified health care language interpreters, at no cost to the County, before engaging interpreters from other members of the network. If no qualified interpreters are available among HCIN network members, DHS will have a choice between engaging the necessary interpreters on its own or through HCIN. This is a unique, one of a kind arrangement that will allow DHS to benefit from sharing of resources and from access to trained and qualified health care language interpreters of other health care systems, as well as commercial providers to meet the wide scale of health care language interpreter needs. Available twenty-four (24) hours a day, seven (7) days is the American Sign Language (ASL) to provide access language services not easily available to patients with communication disabilities. The Agreement will support DHS' compliance with the applicable federal, state and local requirements and policies governing language access, including Title VI of the Civil Rights Act of 1964.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how: Reduce racial disparities in life outcomes as well as disparities in public investment to shape those outcomes: Patients have the right to language access services for all their health care matters. This service sharing agreement helps promote health equity by helping non-English speaking communities gain access to critical resources.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Priority 2 Alliance for Health Integration and Priority 8 Anti-Racism, Diversity, & Inclusion. Language access services are an important tool for addressing `disparities and advancing health equity and reducing language barriers.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Erika Flores Uribe, Director, Office of Language Access and Inclusion, 323-226-6937, efloresuribe@dhs.lacounty.gov</p> <p>Julio Alvarado, Director, DHS Contracts and Grants, 213-788-7819, jalvarado@dhs.lacounty.gov</p> <p>Beatriz Mejia, Section Manager, DHS Contracts and Grants, 213-788-7817, bmejia4@dhs.lacounty.gov</p> <p>Victoria Mansourian, Principal Deputy County Counsel, 213-974-6681, vmansourian@counsel.lacounty.gov</p>

June 04, 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:

**APPROVAL OF A SUCCESSOR SERVICE SHARING AGREEMENT
WITH HEALTH CARE INTERPRETER NETWORK
FOR HEALTH CARE LANGUAGE INTERPRETERS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval to execute a successor service sharing agreement (Agreement) with Health Care Interpreter Network (HCIN) for the Department of Health Services (DHS) to renew its participation with the HCIN for continued sharing of trained health care language interpreters among DHS hospitals and other HCIN members in furtherance of compliance with the applicable Federal, State and local requirements and policies governing language access, including Title VI of the Civil Rights Act of 1964 and the Board of Supervisor's (Board) motions and directives in support of strengthening language access in Los Angeles County (LA County) services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DHS (Director), or authorized designee, to execute a successor Agreement with HCIN for DHS' continued participation in HCIN's health care language interpreter network and interpretation services, effective on July 1, 2024, through June 30, 2029, with five one-year term extension options, with an estimated initial annual LA County obligation of \$3.5 million.
2. Delegate authority to the Director, or authorized designee, to: (i) exercise the Agreement term extension options; (ii) add, delete, and/or modify certain terms and conditions of the Agreement as required by law, LA County policy, the Board or the Chief Executive Officer; (iii) modify the Agreement, including scope of services, in accordance with the Agreement's terms and conditions for operational efficiencies and to address changes in service needs, with corresponding changes to the pricing terms; (iv) incorporate and/or revise non-substantive and administrative Agreement terms and conditions; (v) increase and otherwise adjust HCIN membership fees and other rates and fees under the Agreement by up to ten percent (10%) annually to account for changes in technology, as well as networking and other changes at DHS hospitals, to meet the demands and needs

of the participating DHS facilities and to remain competitive with market rates; and (vi) effect termination of the Agreement, with all such actions that require Amendments to the Agreement subject to prior review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

On June 12, 2007, the Board approved an agreement with Contra Costa Regional Health Foundation (CCRHF) as part of implementation of the Interpreter Call Center Pilot Project at the Rancho Los Amigos National Rehabilitation Center to increase access to care, which was subsequently assigned to HCIN. On June 4, 2014, the Board approved a successor agreement with HCIN which also added other DHS hospitals for participation in HCIN's network for sharing trained health care language interpreters with other HCIN public health care members. That agreement is slated to expire on June 30, 2024.

HCIN is a unique mission-driven, 501(c)(3) nonprofit network membership organization connecting dozens of hospitals and health systems nationwide, including DHS, for sharing the services of trained health care language interpreters. Since HCIN's expansion of its network across the United States, member hospitals now have access to more than 300 health system-based staff language interpreters in more than forty-two (42) languages on demand and more than twenty-nine (29) languages available through scheduled appointments, including a wide range of Indigenous Languages and Dialects of Lesser Diffusion of Mexico and Central America.

Purpose/Justification

By electing to share health care language interpreter resources, DHS and other HCIN members share the cost of maintaining the call center, while benefitting from lower cost to LA County as a result of shared health care language interpretation services. Hospital devices remotely connect to video and voice interpreters on the HCIN system, using a hosted call center platform.

Payment of HCIN membership fees enables DHS to first utilize DHS own qualified health care language interpreters, at no additional cost to LA County, before engaging interpreters from other members of the network. If no qualified interpreters are available among HCIN members, DHS will have a choice between engaging the necessary interpreters on its own or through HCIN. This is a unique, one-of-a-kind arrangement that will allow DHS to benefit from sharing of resources and from access to trained and qualified health care language interpreters of other health care systems, as well as commercial providers to meet the wide scale of health care language interpreter needs. Available 24 hours a day, seven days is the American Sign Language to provide access language services not easily available to patients with communication disabilities. Moreover, while in-house health care language interpreters speak six languages, there are 42 languages on demand and more than 29 languages available through scheduled

appointments, including the Indigenous Languages and Dialects of Lesser Diffusion, shared and served through the DHS hospital-based devices.

DHS' nearly 17-year HCIN membership has allowed DHS to leverage and maximize its own existing health care language interpreter resources, as well as tap into a much larger network of health care language interpreter specialists to meet the needs of LA County's patients. HCIN membership has also facilitated DHS' ability to have an in-house health care language interpreter call center, which enables DHS to control both cost and quality of health care language interpretation services. Currently, HCIN member hospitals in California exchange video health care language interpreter services with each other at \$0.75 per minute. Additionally, DHS exchanges video health care language interpreter services at no cost between member DHS hospitals and earns minute credits whenever DHS interpreters provide health care language interpretation services to other healthcare members of the HCIN.

Recommendations

Approval of the first recommendation will allow the Director, or designee, to execute a successor Agreement with HCIN to replace the current Agreement that is scheduled to expire on June 30, 2024. A successor Agreement is recommended to ensure inclusion of the current required terms and conditions.

Approval of the second recommendation will allow the Director, or authorized designee, the flexibility to make the necessary contractual modifications to effectively administer to meet the demands and needs of the participating DHS facilities without returning to the Board. These actions include extending the term of the Agreement; adding, deleting, and/or changing non-substantive and administrative terms and conditions in the Agreement, modifying and approving necessary changes to scope in services, implementing modifications in accordance with the Agreement's terms and conditions, and increasing the HCIN membership fees and other rates and fees under the Agreement by up to ten percent 10% annually to account for changes in technology, as well as networking and other changes at DHS hospitals, and to remain competitive with market rates.

Implementation of Strategic Plan Goals

The recommended actions support Priority 2 "Alliance for Health Integration and Priority 8 Anti-Racism, Diversity, and Inclusion," of LA County's Strategic Plan.

FISCAL IMPACT/FINANCING

LA County's estimated initial annual obligation for the first year of the Agreement is \$3.5 million.

Funding is included in the DHS Fiscal Year (FY) 2024-25 Recommended Budget and will be requested in future years' budgets. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHS is recommending a successor Agreement to include the most current contractual provisions as required by the Board and to update the statement of work to reflect changes in technology and industry. The Agreement will support DHS' compliance with the applicable Federal, State and local requirements and policies governing language access, including Title VI of the Civil Rights Act of 1964.

The proposed service sharing Agreement with HCIN is not subject to Chapter 2.121 (Contracting with Private Businesses) of the LA County Code, as the services will continue to be provided on an intermittent, as-needed basis.

CONTRACTING PROCESS

On June 2007, the Board accepted an L.A. Care Grant Award for various projects, including the Interpreter Call Center Pilot Project to increase access to care, and approved an agreement with CCRHF for the DHS' participation in HCIN's network for shared language interpretation services, which was subsequently assigned to HCIN. DHS' participation in HCIN's network was renewed pursuant to the 2014 agreement with HCIN, which is slated to expire on June 30, 2024.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continuation of DHS' membership in HCIN's network for health care language interpreters, enabling various DHS hospitals to access a hosted integrated video/voice call center platform for health care language interpretation services. In addition, the Agreement would continue to facilitate provision of high-quality care and culturally sensitive interpretation services to non-English language preferred patients and those with communication disabilities in healthcare settings.

Respectively submitted,

Christina R. Ghaly, M.D.
Director

CRG:bm

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

CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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	
SUBJECT	Request the approval of funding methodology and allocation of funding to non-County trauma centers for Fiscal Year 2023-24, and delegation of authority to the Director of Health Services, or authorized designee, to extend the term of the Trauma Center Provisions for Reimbursement (TCPR) Memorandum of Agreement through June 30, 2025, which will contain the reimbursement provision for Fiscal Year 2023-2024, and approval of an allocation of funds to County hospitals.	
PROGRAM	Emergency Medical Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The Department of Health Care Services (DHCS) requires the County to complete the Intergovernmental Transfer by August 30, 2024, tentatively. The Trauma Centers Provisions for Reimbursement (TCPR) Memorandum of Agreements (MOA) expire June 30, 2024.	
COST & FUNDING	Total cost: \$76.307 million	Funding source: Measure B, Maddy Fund, Richie’s Fund and federal (Ca. Dept. of Health Care Services) matching dollars for supplemental Medi-Cal payments to eligible non-County trauma centers.
	TERMS (if applicable): The amendment will extend the term of the TCPR MOAs for the period July 1, 2024 through June 30, 2025.	
	Explanation: The total maximum payment for the above-recommended actions under the MOAs for FY 2023-24 is approximately \$125.018 million, including \$76.422 million of County funds (Measure B: \$72.957 million; Maddy Fund: \$2.521 million, and Richie’s Fund: \$0.944 million, which includes \$0.114 million in funds for the two County pediatric trauma hospitals) and \$48.596 million of federal matching funds, which was calculated based on a federal matching rate of 50%. Funding for the County responsible portion of the TCPR MOAs is included in DHS’ FY 2023-24 Final Budget. The MOAs are fully funded by the Measure B, Maddy funds, and Richie’s funds. There is no net County cost impact associated with the recommendations.	
PURPOSE OF REQUEST	Approval of the Recommendations will ratify the funding methodology and delegate authority to the Director, or designee, to execute the amendments to the TCPR MOAs, to include financial terms for FY 2023-24, extend the term of the MOAs for an additional one (1) year period, process payments for FY 2023-24, and submit an IGT to draw down federal matching funds for those portions of the payments that are to be made as Medi-Cal supplements. These amendments permit the continued provision of Measure B funding to trauma centers which help to secure emergency care access for Medi-Cal beneficiaries, stabilize the trauma care system in Los Angeles County, and allow sufficient time for the development of a funding methodology for FY 2024-25.	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Measure B, passed by the voters on November 5, 2002, authorized the County to levy a tax on structural improvements within the County, in part to provide funding to strengthen the Los Angeles County trauma network, particularly those trauma centers operated by the County, expand the trauma network if possible, and to fund emergency medical services and bioterrorism preparedness. Subsequent to Measure B's passage, the Board approved multiple proposals to allocate Measure B funds among the non-County trauma centers. The Board also approved payments to reimburse trauma centers for costs associated with serving as a base hospital in the Emergency Medical Services system.</p> <p>The County receives funds collected from penalties assessed on fines and bail forfeitures that the Superior Court collects for certain criminal offenses and motor vehicle violations. As permitted by California Government Code Section 76000.5 and H&S Code Section 1797.98a, these funds are placed in the County's Maddy Fund and used by DHS for trauma and emergency services. A portion of the Maddy Fund is designated by statute for support of pediatric trauma programs and is segregated as the Richie's Fund. The remaining Maddy Fund dollars are available to support trauma and emergency services provided by hospitals and physicians.</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: Manal Dudar, Chief, Financial Management (626)525-6426 Mdudar@dhs.lacounty.gov Richard Tadeo, Emergency Medical Services, Director (562)378-1610 Rtadeo@dhs.lacounty.gov

June 4, 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:

**APPROVAL OF FUNDING METHODOLOGY AND AMENDMENTS TO THE
MEMORANDUM OF AGREEMENTS FOR
NON-COUNTY TRAUMA CENTER PROVISIONS FOR REIMBURSEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request the approval of a funding methodology and allocation of funding to non-County trauma centers for Fiscal Year (FY) 2023-24, and for delegation of authority to extend the term of the Trauma Center Provisions for Reimbursement (TCPR) Memorandum of Agreement (MOA) through June 30, 2025, which will contain the reimbursement provision for FY 2023-24 and approval of an allocation of funds to LA County hospitals.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the funding methodology and allocation of the TCPR for FY 2023-24, and authorize the Director of Health Services (Director), or authorized designee, to execute amendments to the TCPR MOA, substantially similar to Exhibit I, with 13 non-County trauma centers to extend the term for the period July 1, 2024 through June 30, 2025, and include the funding terms for the period July 1, 2023 through June 30, 2024, for a total Los Angeles County (LA County) obligation of approximately \$76.307 million (comprised of \$72.957 million from the Measure B funds, \$2.521 million from the Maddy Emergency Medical Services Fund (Maddy Fund), and \$0.829 million from the Richie's Fund), as set forth in Attachment A and described below.
2. Approve and authorize the Director, or authorized designee, to allocate up to a maximum of \$48.596 million of the Measure B funds to be used as an Intergovernmental Transfer (IGT) to the California Department of Health Care Services to draw down Federal matching dollars for supplemental Medi-Cal payments to eligible non-County trauma centers.

3. Approve and authorize the Director, or authorized designee, to allocate the amount of \$0.115 million from the Richie's Fund to the two LA County Pediatric Trauma Centers listed in Attachment A.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Funding Methodology Background

Prior to the implementation of the Affordable Care Act (ACA) in January 2014, the methodology used to distribute trauma funding to non-County trauma centers was largely based on trauma claims for the uninsured population. After the ACA was implemented and its impact became more widespread, there was a significant reduction in the volume of uninsured trauma claims. Beginning in FY 2014-15, the number of uninsured trauma claims was too minimal to allow the full allocation of Measure B funds. In light of the significant and continuing decrease in the number of uninsured, the non-County trauma centers expressed concerns and wanted to ensure they would continue to receive the same level of trauma funding as in years prior to the ACA. Therefore, on May 3, 2016, the Board of Supervisors (Board) approved an amendment to the Trauma Center Services Agreement for FY 2014-15 which continued trauma funding to the non-County trauma centers for the same funding amounts received by the trauma centers in FY 2013-14.

Given the significant and continuing impact of the ACA, and to ensure that prior funding levels would be maintained, the non-County trauma centers deemed it necessary to develop a new basis for distributing trauma funds. Pursuant to discussions between the non-County trauma centers and the Department of Health Services (DHS), a new funding methodology for FY 2015-16 was developed that incorporated new categories for reimbursement, and which was approved by the Board on November 1, 2016.

During FY 2016-17, the non-County trauma centers advised that funding levels should be maintained at levels similar to prior fiscal years, despite the severe decline in uninsured trauma patients. As such, the funding methodology that was approved for the fiscal year was based on the following: the level of indigent services, the provision of base station services, and a flat amount to support infrastructure. In addition, and recognizing the continuing ACA impact, the non-County trauma centers identified other add-on factors to be used as a basis for the distribution of the FY 2016-17 trauma funds at levels similar to prior years. The add-ons selected by the non-County trauma centers and approved by DHS were as follows: 1) an adjustment for the volume of trauma patients; 2) an adjustment for the level of acuity of trauma patients; and 3) an adjustment for the number of Medi-Cal days and visits, which serves as a proxy for the underinsured population. Lastly, to address concerns that the application of the proposed FY 2016-17 formula would impact each trauma center to a greater or lesser degree, a parity adjustment was made in proportion to the degree of positive or negative impact to assure that

no trauma center would be affected disproportionately. The FY 2016-17 methodology was approved by the Board on May 16, 2017.

For FY 2017-18, in conjunction with all 13 non-County trauma centers, DHS reached a consensus for utilizing the basic methodology components from FY 2016-17, but with the following modifications: 1) including a parity adjustment to reduce the decrease in funding received by a trauma center in comparison to the prior fiscal year; 2) information about services was included with the Medi-Cal information given to patients who were brought in by law enforcement to determine the component related to underinsured populations; and 3) the allocation of pediatric trauma payments to each pediatric trauma center from Richie's Funds for pediatric trauma services was based on the facility type. Since Northridge Hospital Medical Center is the only pediatric trauma center in LA County operating as a community hospital, it was given a larger allocation than the remaining pediatric trauma centers, which are tertiary trauma centers.

DHS and all 13 non-County trauma centers reached a consensus for utilizing the same components used in the FY 2017-18 methodology for FY 2018-19. FY 2018-19 funding also included a one-time allocation of unspent Measure B funds from FY 2017-18 for the trauma centers as recommended by the Measure B Advisory Board (MBAB), which was presented by the Chief Executive Office (CEO) to the Board on March 12, 2019.

For FY 2019-20, DHS again reached a consensus with the 13 non-County trauma centers to use the funding methodology used in the previous FY, including a recommendation by the MBAB for a one-time allocation of unspent Measure B funds from FY 2018-19, which was presented by the CEO to the Board on February 11, 2020.

For FY 2020-21, DHS again reached a consensus with the 13 non-County trauma centers to use the funding methodology used in the previous FY, but without the one-time allocation of unspent and unallocated Measure B funds, as recommended by the MBAB.

For FY 2021-22, DHS again reached a consensus with the 13 non-County trauma centers to use the funding methodology used in the previous FY, including a recommendation by the MBAB for a one-time allocation of unspent Measure B funds from FY 2020-21, which was presented by the CEO to the Board on February 7, 2022.

FY 2022-23 Distribution Methodology

For FY 2022-23, DHS and all 13 non-County trauma centers reached a consensus for utilizing the same components used in the FY 2021-22 methodology for FY 2022-23 with the following modifications. (1) This does not include a parity

adjustment to mitigate the change in funding received by a trauma center in comparison to the prior fiscal year and the one-time allocation of unspent and unallocated Measure B funds, per recommendation by the MBAB. (2) FY 2022-23 funding includes an annual on-going Measure B Funding of \$8.957 million, per the Measure B property assessment rate increase, which the Board approved on September 13, 2022. Of this amount, \$5.957 million is allocated to all 13 non-County trauma centers to support ongoing investments to maintain and/or expand the regional trauma care system, while \$3.000 million is allocated to six pediatric trauma hospitals to support ongoing investments in pediatric trauma care.

FY 2023-24 Distribution Methodology

DHS and all 13 non-County trauma centers have reached a consensus for utilizing the same components used in the FY 2022-23 methodology for FY 2023-24. FY 2023-24 funding also included a one-time allocation of unspent Measure B funds for the trauma centers as recommended by the MBAB, which was presented by the CEO to the Board on January 24, 2024.

The proposed FY 2023-24 payments to each non-County trauma center are summarized in Attachment A.

TCPR MOA Background

Prior to June 30, 2021, the trauma center designation process requirements, and provisions for reimbursement were covered under a Trauma Center Services Agreement as a means to provide supplemental funding to offset operating expenses related to trauma center operations. On June 22, 2021, DHS split the two actions and executed TCPR MOAs for the continued implementation of reimbursement provisions for designated trauma centers. The trauma center designation for each hospital was added, by way of an amendment, and under delegated authority by the Board, to the Specialty Care Center Designations Master Agreement, which was approved by the Board on June 11, 2019.

Summary of Recommendations

Approval of the recommendations will ratify the funding methodology and delegate authority to the Director, or designee, to execute the amendments to the TCPR MOAs, substantially similar to Exhibit I, to include financial terms for FY 2023-24, extend the term of the MOAs for an additional one (1) year period, process payments for FY 2023-24, and submit an IGT to draw down Federal matching funds for those portions of the payments that are to be made as Medi-Cal supplements. These amendments permit the continued provision of Measure B funding to trauma centers which help to secure emergency care access for Medi-Cal beneficiaries, stabilize the trauma care system in LA County, and allow sufficient time for the development of a funding methodology for FY 2024-25.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability", of LA County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum payment for the above-recommended actions under the MOAs for FY 2023-24 is approximately \$125.018 million, including \$76.422 million of LA County funds (Measure B: \$72.957 million; Maddy Fund: \$2.521 million, and Richie's Fund: \$0.944 million, which includes \$0.115 million in funds for the two LA County pediatric trauma hospitals) and \$48.596 million of Federal matching funds, which was calculated based on a Federal matching rate of 50%. Funding for the LA County responsible portion of the TCPR MOAs is included in DHS' FY 2023-24 Final Budget. The MOAs are fully funded by the Measure B, Maddy funds, and Richie's funds. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the authority under California Health and Safety (H&S) Code Section 1798.160, LA County maintains trauma facilities as part of the regional trauma care system for the treatment of potentially seriously injured persons. Division 2.5 of the H&S Code authorizes the local Emergency Medical Services Agency to designate trauma centers as part of the regional trauma care system. Since March 1, 2017, there have been 13 non-County and two LA County-operated trauma centers.

The TCPR MOAs are designed to provide supplemental funding to offset the significant expenses related to maintaining trauma designation and treating trauma patients. The FY 2023-24 TCPR MOAs are funded by the Measure B, Maddy Fund, and Richie's funds and contemplate the State making IGT-funded supplemental Medi-Cal payments to non-public trauma centers in LA County.

Measure B Funds

Measure B, passed by the voters on November 5, 2002, authorized LA County to levy a tax on structural improvements within LA County, in part to provide funding to strengthen the LA County trauma network, particularly those trauma centers operated by LA County, expand the trauma network if possible, and to fund emergency medical services and bioterrorism preparedness. Subsequent to Measure B's passage, the Board approved multiple proposals to allocate Measure B funds among the non-County trauma centers. The Board also approved payments to reimburse trauma centers for costs associated with serving as a base hospital in the Emergency Medical Services system.

The Maddy and Richie's Funds

LA County receives funds collected from penalties assessed on fines and bail forfeitures that the Superior Court collects for certain criminal offenses and motor vehicle violations. As permitted by California Government Code Section 76000.5 and H&S Code Section 1797.98a, these funds are placed in LA County's Maddy Fund and used by DHS for trauma and emergency services. A portion of the Maddy Fund is designated by statute for support of pediatric trauma programs and is segregated as the Richie's Fund. The remaining Maddy Fund dollars are available to support trauma and emergency services provided by hospitals and physicians.

Medi-Cal Payments

The California State Plan, starting at page 51 of Attachment 4.19B, permits the California Department of Health Care Services to make supplemental Medi-Cal payments to non-public trauma centers in LA County. LA County makes recommendations regarding the amount of the supplemental payments and provides the funding for the non-Federal share of such payments through an IGT.

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

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will assure continued participation of non-County trauma centers in LA County's trauma network and provide trauma funding for FY 2024-25.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:jr:md

Enclosures

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

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
LOS ANGELES COUNTY TRAUMA CARE SYSTEM**

Attachment A

**PROPOSED PAYMENTS TO NON-COUNTY TRUAMA HOSPITALS
FISCAL YEAR 2023-24**

	Patient-Based	Pediatric	Designation Support		Add-Ons			Additional Funding (Measure B Rate)		MBAB Projects	Total Payments (1) thru (10)
	(1) UNINSURED (Volume)	(2) PEDIATRIC (Fixed Rate)	(3) BASE STATION (Fixed Rate)	(4) INFRASTRUCTURE (Fixed Rate)	(5) TRAUMA (Volume)	(6) ACUITY (Adjustment)	(7) UNDERINSURED (Adjustment)	(8) TRAUMA HOSPITALS (Adjustment)	(9) PEDIATRIC HOSPITALS (Adjustment)	(10) One-Time Funding	
<u>Non-County Hospitals</u>											
Antelope Valley Hospital	\$ 450,248	\$ -	\$ 700,000	\$ 1,200,000	\$ 1,287,094	\$ 477,708	\$ 2,019,786	\$ 769,458	\$ -	\$ 1,822,031	8,726,325
California Hospital Medical Center	3,338,649		700,000	1,200,000	1,787,108	760,126	3,683,993	1,438,600	-	2,769,533	15,678,009
Cedars-Sinai Medical Center	325,452	57,209	700,000	1,200,000	1,591,981	814,173	2,643,801	912,514	452,230	2,024,597	10,721,957
Children's Hospital Los Angeles	-	57,209	-	1,200,000	745,801	151,953	614,500	340,182	3,240,050	1,214,182	7,563,877
Henry Mayo Newhall Memorial	101,046		700,000	1,200,000	647,299	233,518	666,584	445,062	-	1,362,689	5,356,198
Huntington Memorial Hospital	102,493		700,000	1,200,000	1,347,133	532,417	1,174,911	634,266	-	1,630,600	7,321,820
Long Beach Memorial Medical Cen	61,990	57,209	700,000	1,200,000	1,335,875	563,949	1,796,923	709,744	824,160	1,737,476	8,987,326
Northridge Hospital Medical Center	1,617,553	600,000	700,000	1,200,000	1,293,660	566,382	1,839,492	905,198	777,916	2,014,239	11,514,440
Pomona Valley Hospital Medical C	318,428		700,000	1,200,000	1,728,946	730,927	2,501,068	900,468	-	2,007,540	10,087,377
Providence Holy Cross Medical Ce	1,309,411		700,000	1,200,000	1,207,354	537,374	2,168,527	893,356	-	1,997,470	10,013,492
Ronald Reagan UCLA Medical Cer	52,695	57,209	700,000	1,200,000	1,182,963	574,560	1,565,547	661,710	352,822	1,669,461	8,016,967
St. Francis Medical Center	136,385		700,000	1,200,000	1,733,636	854,956	4,699,144	1,169,472	-	2,388,448	12,882,041
St. Mary Medical Center	373,608	-	700,000	1,200,000	871,509	435,490	2,022,790	702,802	-	1,727,648	8,033,847
Subtotal Non-County Hospitals	\$ 8,187,958	\$ 828,836	\$ 8,400,000	\$ 15,600,000	\$ 16,760,359	\$ 7,233,533	\$ 27,397,066	\$ 10,482,832	\$ 5,647,178	\$ 24,365,913	\$ 124,903,675
<u>County Hospitals</u>											
Los Angeles General Medical Center		\$ 57,209									\$ 57,209
Harbor-UCLA Medical Center		57,209									57,209
Subtotal County Hospitals	\$ -	\$ 114,418	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,418
Grand Total:	\$ 8,187,958	\$ 943,254	\$ 8,400,000	\$ 15,600,000	\$ 16,760,359	\$ 7,233,533	\$ 27,397,066	\$ 10,482,832	\$ 5,647,178	\$ 24,365,913	\$ 125,018,093

Col (1) - Payment is based on each hospital's share in the total value of the FY 2022-23 indigent claims submitted by non-County trauma hospitals to the County (net of FY 2021-22 disallowed claims), multiplied by the total funding allocated for this category.

Col (2) - Payment is based on facility type. Northridge Hospital Medical Center receives a larger allocation due to its State-designated status as a Pediatric Community Hospital.

Col (3) - Fixed payment for each hospital that provides base hospital service meeting the requirement of County's Emergency Medical Services Agency.

Col (4) - Infrastructure is a fixed payment for each trauma hospital to defray the trauma call panel, specialist physicians and trauma program costs.

Col (5) - Trauma payment is based on each hospital's percentage in the total trauma patient volume of non-County trauma hospitals (reported by County's TEMIS for CY 2022) multiplied by the total funding allocated for this category.

Col (6) - Acuity payment is based on each hospital's percentage in the total patient days of non-County trauma hospitals (reported by County's TEMIS for CY 2022) that are adjusted for severity factors, multiplied by the total funding allocated for this category.

Col (7) - Under-insured payment is based on each hospital's percentage in the total Medi-Cal and In-Custody patient days of non-County trauma hospitals (reported by County's TEMIS for CY 2022), multiplied by the total funding allocated for this category.

Col (8) - Payment is based on each hospital's percentage of the grand total from columns 1 – 7 (except column 2) for each hospital, multiplied by \$5.957 million, then distributed so that the two public hospitals (Antelope Valley Hospital and Ronald Reagan UCLA Medical Center) receive funding directly from the County in amounts equivalent to the amounts they would have received if they were eligible for State matching.

Col (9) - Payment is based on similar calculation with columns 5, 6 and 7, but using only pediatric data.

Col (10) - Includes four Measure B Advisory Board (MBAB) projects to fund for: (1) physician staffing costs; (2) data collection and performance improvement and patient safety; (3) staff education; and (4) Stop the Bleed community outreach.

Agreement No. H-_____

MEMORANDUM OF AGREEMENT
FOR
NON-COUNTY TRAUMA CENTER PROVISIONS FOR REIMBURSEMENT

Amendment No. 3

THIS AMENDMENT is made and entered into this _____ day of June, 2024,

By and between

COUNTY OF LOS ANGELES
(hereinafter "County"),

And

ABC HOSPITAL
(hereinafter "Hospital").

Business Address:

XX
XX

WHEREAS, reference is made to that certain document entitled " MEMORANDUM OF AGREEMENT FOR NON-COUNTY TRAUMA CENTER PROVISIONS FOR REIMBURSEMENT" dated on _____, and further identified as Agreement No.: _____, including any amendments and any other modifications thereto (cumulatively hereafter referred to as "MOA"); and

WHEREAS, the Board of Supervisors approved reimbursement to the Non-County Trauma Hospitals using funding provided by Measure B, the EMS Maddy Fund, and Richie's Fund.

WHEREAS, on June ____, 2024, the County's Board of Supervisors delegated authority to the Director of Health Services, or authorized designee, to, among other delegations, to execute amendments to the MOA to extend the term of the MOA for the period July 1, 2024 through June 30, 2025, to provide for funding allocation for Fiscal Year 2023-24, for a total County obligation of approximately \$76.307 million comprised of various amounts from Measure B, the EMS Maddy Fund, and Richie's Fund.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution.

2. The MOA is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined herein, shall be given full force and effect as if fully set forth herein.
3. The MOA, Paragraph 1.0 – SCOPE is deleted in its entirety and replaced to read as follows:

“1.0 SCOPE

1.1 This MOA addresses funding through the fiscal year ending June 30, 2024 (the “Contract Period”) for non-County trauma hospitals in Los Angeles County having trauma centers (“Non-County Trauma Hospitals”). Non-County Trauma Hospitals are hospitals that are not owned nor operated by County of Los Angeles (the "County"). The County’s funding to Non-County Trauma Hospitals for this contract period assures the continuance of emergency care access for Medi-Cal beneficiaries and stabilizes the provision of trauma care services in Los Angeles County.

1.2 The funding identified in this MOA for Non-County Trauma Hospitals, described in Exhibit A, Provisions For Reimbursement, covers the following four components:

1.2.1. Patient/Hospital-Based Payments

This component includes uninsured trauma claims and pediatric trauma services, as described in Exhibit A, Sections I and II.

1.2.2 Designation Support Payments

This component includes payments for Non-County Trauma Hospitals that serve as base stations and funding for trauma hospitals' infrastructure, as described in Exhibit A, Section III A.

1.2.3 Add-On Payments

This component includes payments for: a) trauma patient volume; b) patient acuity; c) the volume of underinsured patients (i.e., Medi-Cal and In-Custody patients); and d) a parity adjustment to mitigate the negative financial impact among various hospitals as described in Exhibit A, Section IV.

1.2.4 Measure B Advisory Board Funding (if available)

This component includes one-time payments, as applicable, if funding is available and recommended by the Measure B Advisory Board (MBAB), and approved by the County Board of Supervisors, to distribute prior year unspent and unallocated Measure B funds as described in Exhibit A, Section V.

- 1.3 The County intends to provide funding to Hospital for one or more of the four components described in Section 1.2 from the following fund sources under this MOA: Measure B, The EMS Maddy Fund, and Richie’s Fund. In addition, the County will utilize Measure B funds, to the extent possible, to make an inter-governmental transfer (IGT) of funds to the California Department of Health Care Services (CDHCS) to draw down Federal matching dollars for enhanced Medi-Cal payments to Eligible Trauma Hospitals, pursuant to California's Medicaid State Plan (Title XIX), Attachment 4.19B (Enhanced Payments to Private Trauma Hospitals), pp. 51-51c (TN-03-032, app. Mar. 31, 2005; eff. Jul. 1, 2003), attached hereto as Attachment A.
 - 1.4 The Non-County Trauma Hospitals entering into this MOA acknowledge that Attachment A, was approved by the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services. Attachment A enables private trauma hospitals in Los Angeles County to receive additional Medi-Cal payments, under Section 14087.3 of the Welfare and Institutions Code. Pursuant to Medicaid State Plan and a related interagency agreement between the County and the CDHCS, these additional Medi-Cal payments are distributed to the County-designated private trauma hospitals, in a lump-sum amount to ensure continued access by Medi-Cal beneficiaries to trauma and emergency room care in the County.”
4. The MOA, Paragraph 2.0 – TERM is deleted in its entirety and replaced to read as follows:
- “2.0 TERM
- 2.1 The term of this MOA is effective upon the date of execution by the Director of Health Services (Director), or designee. This MOA shall expire on June 30, 2025, unless sooner extended or terminated, in whole or in part, as provided herein.
 - 2.2 In any event, this MOA may be terminated for any reason at any time by either party by giving at least thirty (30) calendar days advance written notice to the other party.”
5. The MOA, Paragraph 3.0 – PAYMENT AND INVOICES is deleted in its entirety and replaced to read as follows:

“3.0 PAYMENT AND INVOICES

3.1 County's maximum reimbursement amount to the Non-County Trauma Hospitals for the delivery of trauma services for fiscal years 2020-21, 2021-22, 2022-23, and 2023-24 shall not exceed the amounts identified in Exhibit A.”

6. The MOA, Exhibit A- Provisions For Reimbursement is modified to add Exhibit A-3, attached hereto and incorporated herein by reference, to the existing Exhibits A, A-1 and A-2. Any reference to Exhibit A in the MOA shall include Exhibit A-3.
7. Except for the changes set forth hereinabove, the MOA shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services, or authorized designee, and Hospital 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: _____ for
Christina R. Ghaly, M.D.
Director of Health Services

HOSPITAL

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Georgina Glaviano
Deputy County Counsel

MEMORANDUM OF AGREEMENT (MOA) EXHIBIT A-3
PROVISIONS FOR REIMBURSEMENT

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. ELIGIBLE PATIENT-BASED FUNDING.....	1
A. BUDGET ALLOCATION.....	1
B. GENERAL CONDITIONS.....	3
C. PATIENT ELIGIBILITY.....	4
D. CLAIMS SUBMISSION.....	6
E. AUDITING OF RECORDS.....	9
II. FUNDING FOR PEDIATRIC TRAUMA CENTERS.....	10
III. DESIGNATION SUPPORT FUNDING.....	11
A. BASE HOSPITAL SERVICES AND INFRASTRUCTURE.....	11
IV. ADD-ON PAYMENTS.....	12
V. ADDITIONAL FUNDING FROM MEASURE B TAX RATE INCREASE....	13
VI. MEASURE B ADVISORY BOARD FUNDING.....	13
VII. PAYMENT LIMIT.....	14
VIII. POTENTIAL IGT FOR FEDERAL MATCHING FUNDS.....	15
IX. TOTAL MAXIMUM PAYMENTS.....	16
X. EFFECTIVE DATES.....	17

LISTING OF ATTACHMENTS

ATTACHMENT	ATTACHMENT NAME
1	PATIENT INCLUSION IN THE TRAUMA CENTER DATA SYSTEM
2	HOSPITAL SIGNAGE – NOTICE OF REDUCED COST CARE - ENGLISH
3	HOSPITAL SIGNAGE – NOTICE OF REDUCED COST CARE - SPANISH
4	TRAUMA SERVICES COUNTY ELIGIBILITY
5	HOSPITAL CERTIFICATION OF INABILITY TO COOPERATE
6	INSTRUCTIONS FOR SUBMISSION OF CLAIMS AND DATA COLLECTION
7	TRAUMA CENTER PAYMENT SURRENDER FORM

TRAUMA CENTER PROVISIONS FOR REIMBURSEMENT

I. ELIGIBLE PATIENT-BASED FUNDING

A. BUDGET ALLOCATION

1. Patient-Based Allocation Amounts

This Section I is applicable to the Non-County Trauma Hospitals with the exception of Children’s Hospital Los Angeles. For the Contract Period, the County has established a budget allocation (the “Budget Allocation”) for each such Non-County Trauma Hospital providing medical care to Eligible Patients (as defined below) during the Contract Period. The budget allocations are as follows:

Antelope Valley Hospital	\$ 450,248
California Hospital Medical Center	\$3,338,649
Cedars-Sinai Medical Center	\$ 325,452
Henry Mayo Newhall Memorial Med. Ctr.	\$ 101,046
Huntington Memorial Hospital	\$ 102,493
Long Beach Memorial Medical Center	\$ 61,990
Northridge Hospital Medical Center	\$1,617,553
Pomona Valley Hospital Medical Center	\$ 318,428
Providence Holy Cross Medical Center	\$1,309,411
Ronald Reagan UCLA Medical Center	\$ 52,695
St. Francis Medical Center	\$ 136,385
St. Mary Medical Center	<u>\$ 373,608</u>
Total Patient Based Funding	\$8,187,958

The above amounts for each hospital were determined based on each Non-County Trauma Hospital’s share of the total value of the Fiscal Year (FY) 2022-23 indigent claims submitted by all the Non-County Trauma Hospitals to the County, net of any FY 2021-22 disallowed claims, multiplied by the total funding allocated for this category (which include Measure B, Maddy,

and Federal matching funds). The value of the indigent claims was computed by applying the emergency department (ED) visit or per diem rates described in the paragraph below. The final value of all the claims was adjusted upwards by an escalation factor of 64.03%, in order to fully distribute the entire funding available for this category. Payments to Non-County Trauma Hospitals listed in this section will be made directly by the County (inclusive of the Maddy Fund as defined below) and/or by the California Department of Health Care Services (CDHCS) as enhanced Medi-Cal payments to eligible private hospitals as set forth in this Exhibit.

- \$ 6,425 per emergency department visit and assessment. (No such fee will be paid if the patient is admitted to the hospital as an inpatient from the emergency department.)
- \$12,471 for the first inpatient day; and
- \$ 5,417 for the second inpatient day; and
- \$ 4,283 for the third inpatient day; and
- \$ 4,283 for the fourth inpatient day; and
- \$ 3,023 for each day thereafter.

Accordingly, the Patient-Based Allocations will be taken into account in the amounts that the County recommends be paid by CDHCS as enhanced Medi-Cal payments taking into account direct payments the County has made or will make to the hospitals for such allocations.

2. Maddy Fund

Certain funding known as “Maddy Emergency Medical Services Fund” (Maddy Fund) is available for hospital care rendered to Eligible Patients (as defined in I.B below) by the Non-County Trauma Hospitals. As described in I.D of this Exhibit, Contractor is required to submit a claim (an “Eligible Claim”) to the County for the hospital care rendered to Eligible Patients within the Contract Period. Based on claims for patient visits and days from July 1, 2022, to June 30, 2023, County will determine the Maddy Fund

payment amount for ED visits, and inpatient stays up to three (3) days, using the rates below plus an escalation adjustment factor of 64.03%, due to each hospital for this Contract Period. The amount of Maddy Fund payments are included in determining the total funding for the Patient/Hospital-Based Allocation amount.

\$ 6,425 per emergency department visit and assessment. (No such fee will be paid if the patient is admitted to the hospital as an inpatient from the emergency department.)

\$12,471 for the first inpatient day; and

\$ 5,417 for the second inpatient day; and

\$ 4,283 for the third inpatient day.

B. GENERAL CONDITIONS

Contractor shall provide Trauma Services, as defined below, to Eligible Patients. For purposes of this Exhibit, an "Eligible Patient" is a patient receiving Trauma Services from Contractor meeting the following criteria: (1) the Contractor believes that the patient is unable to pay for the Trauma Services so provided; (2) the patient has no third-party coverage, in part or in whole for the Trauma Services provided by Contractor; and (3) the patient's annual income places the patient at or below 200% of the current year Federal Poverty Level (FPL).

For purposes of this Exhibit, "third-party coverage" or "third-party payers" includes but is not limited to commercial insurance or any program funded in whole or in part by local, state, or federal government. "Trauma Services" refers to all hospital services furnished by the Contractor to a patient who presents to the Contractor or is classified subsequently during the patient's stay as a Trauma Patient from the time the patient presents at or is admitted to the Contractor's hospital until the patient is discharged. The term "Trauma Patient" for purposes of this Contract is defined in the Specialty Care Center Designation Master Agreement Exhibit A, Sub Exhibit - TC Trauma Center, Attachment 5, *Patient Inclusion in the Trauma Data System* and incorporated in this Exhibit as Attachment 1.

A claim (a "Patient-Based Claim") shall not be submitted to the County hereunder for an Eligible Patient if: (a) the patient has the ability to pay for the service but refuses or fails to pay for the service; or (b) Contractor has failed to submit to any known third-party payer(s) for the patient, an accurate, complete, and timely billing, and for that reason has been denied payment by such payer(s); or (c) for any Trauma Services which is covered in, or the subject of reimbursement in, any other contract between Contractor and County. Subject to the County's review and verification, Contractor will determine and document persons who are Eligible Patients as described in Section I.C below.

County claim is accepted from Non-County Trauma Hospitals for patient care provided to Trauma Patients who do not have the ability to pay for the services under the following conditions: (1) Contractor has made a reasonable, good faith effort to determine if there is a responsible private or public third-party source of payment, in accordance with Section I.C below; (2) Contractor either determines that there is no source of payment; or there is a potential source of payment, but the Contractor is unable to obtain payment after making reasonable efforts to pursue such revenue; and (3) the patient's annual income places the patient at or below 200% of the current year Federal Poverty Level (FPL).

During the term of this Agreement, as required by Section 16818 of the Welfare and Institutions Code (W&IC), Contractor shall continue to provide, at the time treatment is sought by a patient at its facility, an individual notice of the availability of reduced cost hospital care. Additionally, Contractor shall post, in conspicuous places in its emergency department and patient waiting rooms, notices of the procedures for applying for reduced-cost hospital care. The approved "Notice" language is reflected in English in Attachment 2 and in Spanish in Attachment 3.

C. PATIENT ELIGIBILITY

For a patient to be an Eligible Patient, Contractor must document that the person cannot afford to pay for the services provided by the Contractor. Contractor must

also document that payment for the services will not be covered by third-party coverage, including any program funded in whole or in part by the federal government, and that Contractor has not received payment for any portion of the amount billed.

The documentation that the person cannot afford to pay must show that the patient's annual income places the patient at or below 200% of the current year's Federal Poverty Level (FPL).

Contractor shall utilize Attachment 4, *Trauma Service County Eligibility* ("TSCE") *Agreement* form as the sole means for determining whether the patient is at or below the 200% of the current year FPL and therefore meets patient's eligibility criteria for trauma care claiming during the term of this Agreement. The TSCE Agreement form must be completed and signed by the patient or the patient's responsible relative(s) at the time it is determined there is not a responsible private or public third-party source of payment and that the patient meets the eligibility requirements. The completed form must be signed and dated by the hospital representative who obtained the information, verifying that the information was obtained from the patient or the patient's responsible relative(s).

If a TSCE Agreement form cannot be secured because the patient's condition prevents the patient from providing the necessary financial information, and there is no responsible relative(s) available, then Attachment 5, *Hospital Certification of Inability to Cooperate* form must be completed. A hospital representative will complete the form, sign and date it, and a second hospital representative will verify the information by also signing and dating the form. The original (or electronic scan) of either the *TSCE* or *Inability to Cooperate* form must be maintained by Contractor as part of its financial records. Contractor shall submit a copy of the application form to the County Emergency Medical Services (EMS) Agency when submitting a claim to be included in the patient-based claims total as stated in Attachment 6, *Instructions for Submission of Claims and Data Collection*.

Contractor must document that it has made reasonable efforts to secure payment from the patient by billing upon discharge and two (2) subsequent billings at least a month apart with a minimum of three (3) billings. Financial notes must clearly indicate that the patient was billed at least three (3) times.

Documentation to establish that Contractor has complied with the aforementioned patient eligibility requirements must be maintained by Contractor and made available upon request to authorized County or State representatives for inspection, audit, and photocopying.

D. CLAIMS SUBMISSION:

Contractor shall submit all Patient-based Claims to the County for Trauma Services to Eligible Patients for the Contract Period. These claims, subject to the following conditions and subsequent agreements of the parties, will be used to determine the amount of the patient-based Budget Allocation for Contractor. Claims from the prior fiscal year will be used to determine the patient-based funding for the contract period.

1. A valid claim shall include a completed Trauma Patient Summary (“TPS”) form for each Eligible Patient receiving Trauma Services.
2. In addition to the TPS form, Contractor shall submit the required claim form (UB04) as well as all required reports as set forth in Attachment 6, *Instructions for Submission of Claims and Data Collection*, attached hereto and incorporated herein by reference, to County’s Emergency Medical Services Agency, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670, for Trauma Services provided to Eligible Patients under the terms of this Agreement. This information shall be used in determining the next (and possibly subsequent) year’s Budget Allocation.
3. Claims submitted to the County shall be limited to the hospital component of Trauma Services provided to Eligible Patients during the term of this Agreement. Inclusion of the claims in the determination of a Contractor’s Budget Allocation or funding under

this Agreement shall be limited to the claims for which all required data has been included in the Trauma and Emergency Medicine Information System (TEMIS) and which has been submitted as required by reporting procedures reflected in Attachment 6.

4. Claims shall be submitted to County's EMS Agency on an ongoing basis once all eligibility requirements have been met and the Contractor has determined that no other source of funding is likely to be available. All Contractor claims for services provided during a County Fiscal Year (FY) (July 1 – June 30) must be received by County no later than the last working day of the first December following the close of the FY. Only claims for which the Contractor has ascertained that no payment will be received should be submitted.
5. To the extent permitted by law, upon submission of claim by Contractor to County for a trauma patient's care, and unless and until the claim is rejected by the County, Contractor assigns and subrogates to County any and all rights to collection as set forth herein, and Contractor shall cease all current and waive all future collection efforts, by itself and by its contractors/agents, to obtain any payment from the patient. At its sole discretion, County and/or County's Contractor may proceed independently against any parties responsible for payment for the Trauma Services to the extent permitted by law. The rights hereby assigned and subrogated to County under this provision include reimbursement up to the full amount of usual and customary fees (including, for example, billed charges) for patient care and services regardless of any amount the Contractor has received under the TCPR, but only to the extent permitted by law. In the event Contractor is contacted by a third party's representative (e.g., insurance claim adjuster) or a patient's attorney regarding pending litigation concerning a claim that has been assigned to the County hereunder, Contractor shall indicate that the claim is assigned and subrogated to the County and refer

such representative to the designated County contact. Contractor shall reasonably cooperate with County in its collection efforts.

6. Contractor shall notify the County, and update the financial status of the patient in TEMIS, if Contractor becomes aware of any third-party coverage such as Medi-Cal, Medicare, other government programs, or other health insurance for any claim that the Contractor submitted to be included for purposes of calculating the Budget Allocation. The County has all rights to work with the identified third-party payers to receive any payment due with respect to claims that Contractor has assigned to County, but only to the extent permitted by law.
7. Any and all payments received by Contractor from a Trauma Patient or from third-party payers, including a legal settlement, for a claim previously submitted to and not rejected by the County, must be immediately reported to the County, and the payment amount shall be surrendered and remitted to the County since Contractor assigned and subrogated its rights to said claim. Contractor must remit to the County the payment that was received within sixty (60) days of receipt of such payment and must complete and submit Attachment 7, TRAUMA CENTER PAYMENT SURRENDER FORM, with each surrendered payment.
8. For Trauma Patients admitted to Contractor's facility prior to or on the last day during the term of this Agreement and remaining in the hospital after that date, reports and claim submission to County shall be made only after the patient has been discharged; the Contractor shall not submit partial or interim billings.
9. All reports and claims shall be completed in such detail and with such attachments as are in accordance with procedures prescribed in writing in Attachment 6. Contractor hereby acknowledges receipt of such forms, attachments, and procedures. Contractor and County agree that County may revise such forms, and such procedures and instructions without using a formal amendment to this Agreement. Such revised forms, procedures and instructions shall be effective at

least fifteen (15) calendar days after written notice to Contractor. In the event Contractor submits a timely written objection, Contractor and County will promptly meet and confer in good faith in an effort to resolve their differences. In the event the parties are not able to resolve their differences, Contractor may send a written notice to County within (30) days of the meet and confer session terminating this Agreement. This Agreement shall terminate fifteen (15) days after the date of the written notice, on such other days as the parties shall agree in writing.

E. AUDITING OF RECORDS

Contractor shall maintain and, upon request, make available to State or County representatives, records containing the financial information referenced in this Section, including records of patient and third-party payer payments, all in accordance with Section I.B, General Conditions of this Exhibit.

1. County may periodically conduct an audit of the Contractor's records pertaining to the Patient-Based Claims for Eligible Patients that are required under this Exhibit. Audits shall be performed in accordance with generally accepted auditing standards. The audit may be conducted on a statistically random sample of submitted claims for a fiscal year, provided the sampling methodology is statistically valid. The scope of the audit shall include an examination of patient medical and financial records, patient and/or insurance billing records, and collection agency reports associated with the sampled claims.
2. Audited claims that do not comply with requirements in this Agreement shall result in a reduction in the total value of patient-based claims that will be used to determine each trauma hospital's patient-based Budget Allocation for the next fiscal year.

For example, if two patient-based claims for the prior fiscal year with a total value of \$12,850 were audited and determined not to be in compliance with the program requirements and the Contractor's total value of submitted claims for that prior fiscal year was \$150,000, \$12,850 would be subtracted from the total value, reducing it to \$137,150 which would then be the amount used to determine the Contractor's patient-based Budget Allocation for the next fiscal year. The County will notify Contractor of any audit findings. Audit results may be appealed to the EMS Agency Director, or his/her designee.

II. FUNDING FOR PEDIATRIC TRAUMA CENTERS

The parties acknowledge that Chapter 841 of the Statutes of 2006, authorized the County Board of Supervisors (Board), until December 31, 2008, to elect to levy an additional penalty in the amount of two dollars (\$2) for every ten dollars (\$10), upon fines, penalties, and forfeitures collected for specific criminal offenses. This authority was subsequently extended to December 31, 2013 by Chapter 288 of the Statutes of 2008. New legislation (SB 191) was chaptered October 5, 2013 and Section 76000.5 of the Government Code was amended extending these provisions through January 1, 2017. In 2016, legislation (SB 867) was again passed amending Section 76000.5 of the Government Code, extending these provisions through January 1, 2027.

The legislation further authorized the Board to utilize fifteen percent (15%) of the funds collected pursuant to the provisions of Health and Safety Code section 1797.98a, subdivision (e) (known as Richie's Fund) to provide funding to enhance pediatric trauma services by both publicly and privately owned and operated Pediatric Trauma Centers (PTCs) throughout the County.

The FY 2022-23 Richie's Fund collections available for FY 2023-24 allocation to the non-County PTCs and County PTCs are \$943,254. This amount is allocated to PTCs for the expansion of pediatric trauma care services as follows:

Cedars-Sinai Medical Center	\$ 57,209
Children's Hospital Los Angeles	\$ 57,209
Long Beach Memorial Medical Center	\$ 57,209
Northridge Hospital Medical Center	\$ 600,000
Ronald Reagan UCLA Medical Center	<u>\$ 57,209</u>
Total	\$ 828,836

III. DESIGNATION SUPPORT FUNDING

The funding described in this Section III is in addition to the funding described in Sections I and II of this Exhibit.

A. BASE HOSPITAL SERVICES AND INFRASTRUCTURE

To account for the special costs incurred for those private trauma hospitals providing base and trauma hospital services and to ensure the continued access by Medi-Cal beneficiaries to emergency rooms and emergency room care in the County by maintaining efficient prehospital transport of all patients to the most appropriate emergency room, the County will recommend to the State that it make an aggregate supplemental payment in the amount of \$700,000 for base station and \$1,200,000 for infrastructure to each private Non-County Trauma Hospital pursuant to the Trauma SPA, with the exception of Children’s Hospital Los Angeles. Children’s Hospital Los Angeles will receive a supplemental infrastructure payment in the amount of \$1,200,000 but will not receive a supplemental base station payment because it does not provide base hospital services.

As public hospitals, Ronald Reagan UCLA Medical Center (“UCLA”) and Antelope Valley Hospital (“Antelope”) may not receive these supplemental Medi-Cal payments under the State Plan. Accordingly, the County will directly pay each of those hospitals the amount of \$700,000 for base station support and \$1,200,000 for infrastructure support at or about the same time as County makes its IGT payment to the State. In the event the County makes its IGT payment to the State in multiple installments, the County will

make the base station and infrastructure supplemental payments to UCLA and Antelope in the same number of installments.

IV. ADD-ON PAYMENTS

The funding described in this Section IV is in addition to the funding described in Sections I, II and III of this Exhibit. The total payment amounts below were designed to reflect the following: a) trauma patient volume; b) trauma patient acuity; and c) the levels of underinsured trauma patients treated.

Antelope Valley Hospital	\$ 3,784,588
California Hospital Medical Center	\$ 6,231,227
Cedars-Sinai Medical Center	\$ 5,049,955
Children's Hospital Los Angeles	\$ 1,512,254
Henry Mayo Newhall Mem. Med. Ctr.	\$ 1,547,401
Huntington Memorial Hospital	\$ 3,054,461
Long Beach Memorial Medical Center	\$ 3,696,747
Northridge Hospital Medical Center	\$ 3,699,534
Pomona Valley Hospital Medical Center	\$ 4,960,941
Providence Holy Cross Medical Center	\$ 3,913,255
Ronald Reagan UCLA Medical Center	\$ 3,323,070
St. Francis Medical Center	\$ 7,287,736
St. Mary Medical Center	<u>\$ 3,329,789</u>
Total	\$51,390,958

Except for UCLA and Antelope, it is the intent of the County to send an IGT to CDHCS so it can draw down federal matching dollars for enhanced Medi-Cal payments to the above hospitals in the amounts set forth above. The County will issue the above payments directly to UCLA and Antelope as grants to support their provision of trauma services.

V. ADDITIONAL FUNDING FROM MEASURE B TAX RATE INCREASE

The funding described in this Section V is in addition to the funding described in Sections I, II, III and IV of this Exhibit. On September 13, 2022, the Board of Supervisors approved an increase to the Measure B Trauma, Emergency, and Bioterrorism Response property assessment rate of \$0.0076 per improved square foot, for a total assessment of \$0.0500 per improved square foot, effective July 1, 2022. The Board approved a portion of the additional revenue from the Measure B tax rate to fund \$5.96 million per year to thirteen (13) non-County Trauma Hospitals to support staffing, technology, and capital improvement investments to maintain or expand the regional trauma care system; as well as \$3.00 million per year to five (5) non-County Pediatric Trauma Hospitals for investments in staffing, technology, and capital improvements to boost pediatric trauma care.

1. The additional payments to the thirteen (13) Non-County Trauma Hospitals are as follows:

Additional Funding To Support Trauma Care System

Antelope Valley Hospital	\$ 769,458
California Hospital Medical Center	\$ 1,438,600
Cedars-Sinai Medical Center	\$ 912,514
Children’s Hospital Los Angeles	\$ 340,182
Henry Mayo Newhall Mem. Med. Ctr.	\$ 445,062
Huntington Memorial Hospital	\$ 634,266
Long Beach Memorial Medical Center	\$ 709,744
Northridge Hospital Medical Center	\$ 905,198
Pomona Valley Hospital Medical Center	\$ 900,468
Providence Holy Cross Medical Center	\$ 893,356
Ronald Reagan UCLA Medical Center	\$ 661,710
St. Francis Medical Center	\$ 1,169,472
St. Mary Medical Center	<u>\$ 702,802</u>
Total	\$ 10,482,832

The above total payment amount of \$10.48 million includes Measure B funding and federal matching. Except for Antelope and UCLA, the County intends to send an IGT to CDHCS so it can draw down federal matching dollars for enhanced Medi-Cal payments to the above hospitals in the amounts set forth above. The County will issue the above payments directly to Antelope and UCLA.

2. The payments to the five (5) non-County Pediatric Trauma Hospitals are as follows:

Additional Funding To Support Pediatric Trauma Care

Cedars-Sinai Medical Center	\$ 452,230
Children’s Hospital Los Angeles	\$ 3,240,050
Long Beach Memorial Medical Center	\$ 824,160
Northridge Hospital Medical Center	\$ 777,916
Ronald Reagan UCLA Medical Center	<u>\$ 352,822</u>
Total	\$ 5,647,178

The above total payment amount of \$5.65 million includes Measure B funding and federal matching. Except for UCLA, the County intends to send an IGT to CDHCS so it can draw down federal matching dollars for enhanced Medi-Cal payments to the above hospitals in the amounts set forth above. The County will issue the above payment directly to UCLA.

VI. MEASURE B ADVISORY BOARD FUNDING

The Measure B Advisory Board (MBAB) recommended that the Board of Supervisors utilize unallocated and unspent Measure B funds from prior periods for the following one-time purposes in FY 2023-24: (1) To fund an IGT to CDHCS for drawing down federal matching dollars to cover physician staffing costs for physician call coverage for the eleven (11) Non-County Trauma Hospitals

classified as private hospitals and to issue direct payments to the two (2) Public Non-County Trauma Hospitals that are ineligible for federal matching dollars as identified in Section V.1; (2) to issue direct payments to all thirteen (13) Non-County Hospitals to cover the costs of (i) data collection, performance improvement, and patient safety; (ii) staff education; and (iii) delivery of the Stop the Bleed: Community Outreach Program.

The payments to the thirteen (13) Non-County Trauma Hospitals are as follows:

1. Trauma Program Services (Physician Staffing Costs)

Antelope Valley Hospital	\$ 1,089,546
California Hospital Medical Center	\$ 2,037,048
Cedars-Sinai Medical Center	\$ 1,292,111
Children's Hospital Los Angeles	\$ 481,696
Henry Mayo Newhall Mem. Med. Ctr.	\$ 630,203
Huntington Memorial Hospital	\$ 898,114
Long Beach Memorial Medical Center	\$ 1,004,990
Northridge Hospital Medical Center	\$ 1,281,753
Pomona Valley Hospital Medical Center	\$ 1,275,054
Providence Holy Cross Medical Center	\$ 1,264,984
Ronald Reagan UCLA Medical Center	\$ 936,975
St. Francis Medical Center	\$ 1,655,962
St. Mary Medical Center	\$ <u>995,162</u>
Total	\$ 14,843,598

2. Trauma Program Services (data collection, performance improvement, and patient safety)*

Antelope Valley Hospital	\$ 640,178
California Hospital Medical Center	\$ 640,178
Cedars-Sinai Medical Center	\$ 640,178

Children's Hospital Los Angeles	\$ 640,178
Henry Mayo Newhall Mem. Med. Ctr.	\$ 640,178
Huntington Memorial Hospital	\$ 640,178
Long Beach Memorial Medical Center	\$ 640,178
Northridge Hospital Medical Center	\$ 640,178
Pomona Valley Hospital Medical Center	\$ 640,178
Providence Holy Cross Medical Center	\$ 640,178
Ronald Reagan UCLA Medical Center	\$ 640,178
St. Francis Medical Center	\$ 640,178
St. Mary Medical Center	<u>\$ 640,178</u>
Total	\$ 8,322,315

**Amounts listed for this section are rounded to the nearest dollar, actual amounts to be received will be more.*

3. Trauma Program Costs (Education for Trauma Center Staff)*

Antelope Valley Hospital	\$ 46,154
California Hospital Medical Center	\$ 46,154
Cedars-Sinai Medical Center	\$ 46,154
Children's Hospital Los Angeles	\$ 46,154
Henry Mayo Newhall Mem. Med. Ctr.	\$ 46,154
Huntington Memorial Hospital	\$ 46,154
Long Beach Memorial Medical Center	\$ 46,154
Northridge Hospital Medical Center	\$ 46,154
Pomona Valley Hospital Medical Center	\$ 46,154
Providence Holy Cross Medical Center	\$ 46,154
Ronald Reagan UCLA Medical Center	\$ 46,154
St. Francis Medical Center	\$ 46,154
St. Mary Medical Center	<u>\$ 46,154</u>
Total	\$ 600,000

**Amounts listed for this section are rounded to the nearest dollar, actual amounts to be received will be less.*

4. Stop the Bleed Program:

Antelope Valley Hospital	\$ 46,154
California Hospital Medical Center	\$ 46,154
Cedars-Sinai Medical Center	\$ 46,154
Children's Hospital Los Angeles	\$ 46,154
Henry Mayo Newhall Mem. Med. Ctr.	\$ 46,154
Huntington Memorial Hospital	\$ 46,154
Long Beach Memorial Medical Center	\$ 46,154
Northridge Hospital Medical Center	\$ 46,154
Pomona Valley Hospital Medical Center	\$ 46,154
Providence Holy Cross Medical Center	\$ 46,154
Ronald Reagan UCLA Medical Center	\$ 46,154
St. Francis Medical Center	\$ 46,154
St. Mary Medical Center	<u>\$ 46,154</u>
Total	\$ 600,000

**Amounts listed for this section are rounded to the nearest dollar, actual amounts to be received will be less.*

VII. PAYMENT LIMIT

Contractor acknowledges that the amounts payable under Attachment A (“the Trauma SPA”) are limited to the uncompensated costs of providing outpatient hospital services of all eligible private trauma hospitals in Los Angeles County and are also limited by the State’s upper payment limit, as established in 42 C.F.R. Section 447.321. To the extent that either or both limits preclude the State from paying all the aggregate amounts set forth below, the amount to be recommended by the County for each private trauma hospital shall be reduced by the same percentage as the percentage of total allowable supplemental payments under the Trauma SPA is to total recommended supplemental Medi-Cal payments under the Trauma SPA to all private trauma hospitals.

VIII. POTENTIAL IGT FOR FEDERAL MATCHING FUNDS

As discussed in Section III, the County intends that the Designation Support payments, Add-On Payments, a portion of the Patient-Based payments, additional payments due to Measure B rate increase, and MBAB payments in Section VI.1, should they be allocated, to the private Non-County Trauma Hospitals be made as additional Medi-Cal payments in accordance with the Trauma SPA. Unless CDHCS rejects this payment approach, the County will transfer the non-federal share of such funds to CDHCS in one or more IGTs. The amount of the additional Medi-Cal payments to the private Non-County Trauma Hospitals will be included in the amounts set forth in Sections IA.1, III, IV, V, and VI.1 above.

The parties acknowledge and agree that some or all of the IGT, which the County intends to make to effectuate the provisions of this Agreement may not be capable of drawing down federal matching funds under the Trauma SPA. To the extent that is true, the parties agree that the County shall have no obligation to make an IGT of such amounts and shall instead provide such IGT funds directly to the private Non-County Trauma Hospitals in proportion to the payments that would have been made to each hospital relating to such IGT funds if the funds had been accepted as a permissible IGT for which federal matching funds would be available under the Trauma SPA. To the extent that Non-County Trauma Hospitals receive the full amounts set forth in Section VIII, County has no obligation to make further direct payments, even if not all of the funds set aside for use as an IGT are ultimately used for that purpose.

The total amount of the IGT the County intends to make shall be \$48.596 million.

IX. TOTAL MAXIMUM PAYMENTS

The total maximum payments that each Non-County Trauma Hospital may receive, either directly from the County, or from the State of California, as additional Medi-Cal payments under the Trauma SPA (which includes the amounts of IGTs made

by the County and federal matching funds), and subject to the limitations and conditions as described in this Agreement, shall be as follows:

Antelope Valley Hospital	\$ 8,726,325
California Hospital Medical Center	\$ 15,678,009
Cedars-Sinai Medical Center	\$ 10,721,957
Children’s Hospital Los Angeles	\$ 7,563,877
Henry Mayo Newhall Memorial Med. Ctr.	\$ 5,356,198
Huntington Memorial Medical Center	\$ 7,321,820
Long Beach Memorial Medical Center	\$ 8,987,326
Northridge Hospital Medical Center	\$ 11,514,440
Pomona Valley Hospital Medical Center	\$ 10,087,377
Providence Holy Cross Medical Center	\$ 10,013,492
Ronald Reagan UCLA Medical Center	\$ 8,016,967
St. Francis Medical Center	\$ 12,882,041
St. Mary Medical Center	<u>\$ 8,033,847</u>
Total	\$124,903,675

Each non-County Trauma Hospital will be paid the above amounts through a combination of direct payments by the County or additional Medi-Cal payments under the Trauma SPA, except for UCLA and Antelope, which shall receive only funds from the County. Payments may be reduced to the extent that the amounts anticipated to be paid as Medi-Cal funds through the Trauma SPA cannot be paid in that manner, in which case the County will make direct payments of the non-federal share of such payments, up to, but not exceeding the amount of the IGT set forth above, less the amount used to fund the Medi-Cal payments which were actually made.

X. EFFECTIVE DATES

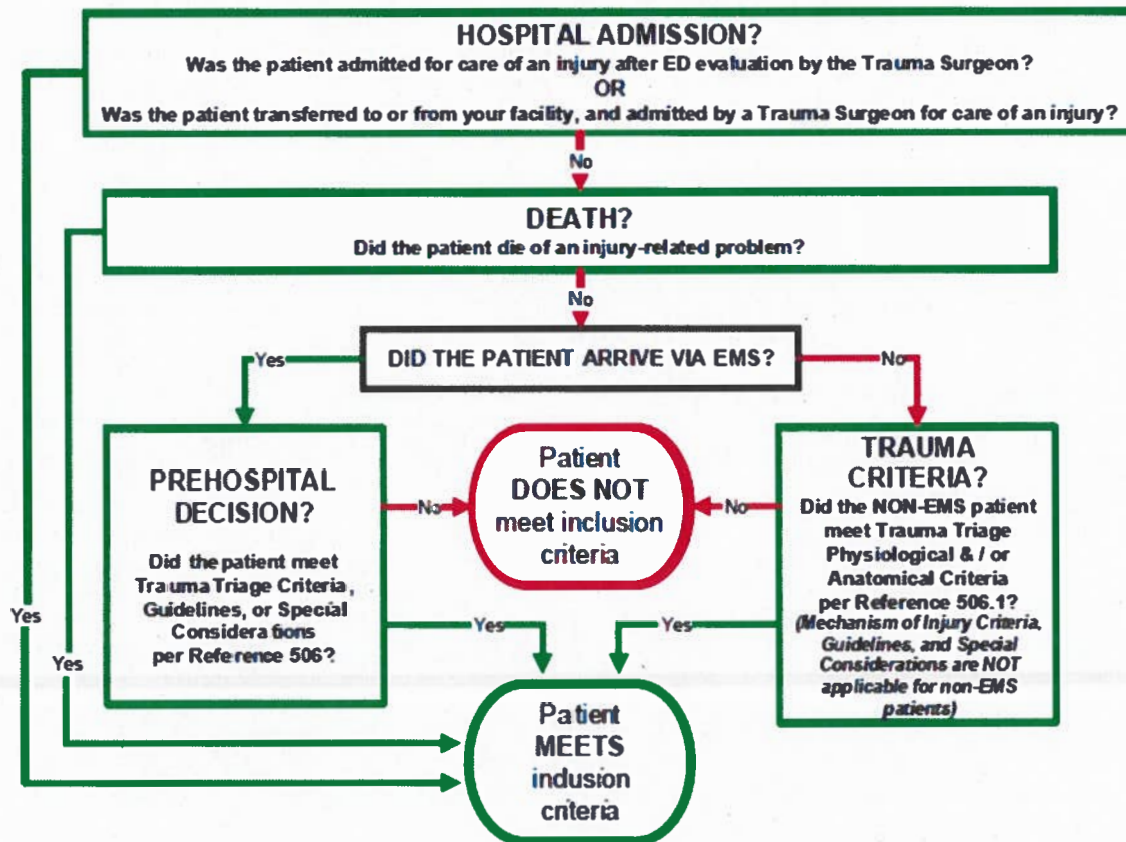
The provisions of this Exhibit shall only apply to trauma services provided on or after July 1, 2023 and before July 1, 2024.

LOS ANGELES COUNTY TRAUMA DATABASE INCLUSION CRITERIA

TRAUMA CENTER SERVICE AGREEMENT PATIENT INCLUSION IN THE TRAUMA DATA SYSTEM

EXCLUSIONS:
 Patients with the following injuries are to be EXCLUDED from the registry, unless an additional injury that meets criteria/guidelines exists:
GROUND LEVEL FALLS:
 resulting in isolated closed hip fractures in patients > 50 years of age; or
 ALL injuries of or distal to the knee or elbow in patients of any age
 OR
 drownings; hangings; poisonings; late effect of injuries; foreign bodies; superficial injuries (S00, S10, S20, S30, S40, S50, S60, S70, S80, & S90); insect bites; isolated injuries to fingers and/or toes; and injury codes that do not generate an ISS.

INCLUSIONS:
 Does the patient have at least one ICD-10 injury diagnostic code within the range of S00 - S99; T20-T28; T30-T32; & T79.A1 - T79.A9?



CASES ENTERED INTO THE REGISTRY THAT DO NOT MEET THE INCLUSION CRITERIA MUST BE IDENTIFIED AS "DHS=NO", AND HAVE THE TPS RATIONALE OF "DHS=NO" INDICATED.

January 1, 2021 (Implemented)
 Valid until amended by the EMS Agency
 (Replaces Exhibit C dated January 1, 2020)



NOTICE

**MEDICAL CARE FOR THOSE WHO
CANNOT AFFORD TO PAY**

THIS HEALTH CARE FACILITY PROVIDES SERVICES FREE OF CHARGE OR AT A REDUCED CHARGE TO PERSONS WHO CANNOT AFFORD TO PAY FOR MEDICAL CARE.

IF YOU ARE UNABLE TO PAY FOR ALL OR PART OF THE CARE YOU NEED, YOU MAY CONTACT THE ADMISSIONS OR BUSINESS OFFICE OF THIS FACILITY AND ASK ABOUT THE AVAILABILITY OF SUCH CARE. IF YOU WOULD LIKE FURTHER INFORMATION, YOU MAY CALL THE COUNTY OF LOS ANGELES, PRIVATE SECTOR COORDINATOR'S OFFICE AT (562) 378-1590.



NOTICIA

**SERVICIO MEDICO PARA QUIENES
NO PUEDEN AFRONTAR PAGARLO**

ESTE HOSPITAL PROVEE SERVICIOS GRATIS O A COSTO REDUCIDO A PERSONAS QUE NO PUEDEN PAGAR POR SERVICIOS MEDICOS.

SI USTED NO PUEDE PAGAR POR TODO O PARTE DEL CUIDADO QUE NECESITA, USTED DEBE COMUNICARSE CON LA OFICINA DE ADMISIONES O NEGOCIOS DE ESTE HOSPITAL Y PREGUNTAR ACERCA DE ESTE PROGRAMA. SI DESEA MAS INFORMACION, PUEDE LLAMAR AL CONDADO DE LOS ANGELES, OFICINA DEL COORDINADOR DEL SECTOR PRIVADO, AL (562) 378-1590.

HOSPITAL CERTIFICATION OF INABILITY TO COOPERATE (U-2) AGREEMENT

_____ Trauma Service Hospital/Physician _____ Medical Record Number _____ Date(s) of Service

NOTE: Patients **unwilling or refusing to cooperate** DO NOT qualify for the Trauma Services for Indigents Program.

PATIENT INFORMATION:

_____ Last _____ First _____ Middle

_____ Street _____ City _____ State _____ Zip

_____ Patient's Responsible Relative(s) _____ Name(s) _____ Addresses(s)

_____ - _____ - _____ () _____ - _____ _____ / _____ / _____
Social Security Number Telephone Number Birth date

WE CERTIFY UNDER PENALTY OF PERJURY BY OUR SIGNATURES THAT WE HAVE USED ALL REASONABLE MEANS TO DETERMINE THE PATIENT'S ELIGIBILITY IN ACCORDANCE WITH THE TSCE AGREEMENT. SPECIFICALLY, WE HAVE USED ALL REASONABLE MEANS TO:

- 1) Obtain the names and addresses of the patient and the patient's responsible relatives,
- 2) Obtain acceptable address verification, and
- 3) Obtain all information needed to complete the TSCE Agreement, including information regarding the income and family size of the patient and patient's responsible relatives, and the patient's third-party coverage.

The patient and/or patient's responsible relatives, if any, were UNABLE to cooperate fully because:

_____ and TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE PATIENT OR PATIENT'S RESPONSIBLE RELATIVES ARE UNABLE TO PAY FOR THE COST OF HEALTH SERVICES PROVIDED AND THEPATIENT OR PATIENT'S RESPONSIBLE RELATIVES HAVE NO THIRD-PARTY COVERAGE FOR THESE HEALTH SERVICES. THE INFORMATION SET FORTH ABOVE IS ALL OF THE INFORMATION WEWERE ABLE TO OBTAIN WITH RESPECT TO THIS PATIENT.

_____ Hospital Reviewer #1 _____ / _____ / _____
Date

_____ Hospital Reviewer #2 _____ / _____ / _____
Date

THIS FORM MUST BE SIGNED BY TWO HOSPITAL STAFF VERIFYING THE REASON THE PATIENT AND/OR THE PATIENT'S RESPOPNSIBLE RELATIVES, IF ANY, WERE UNABLE TO COOPERATE AND SHOULD BE COMPLETED AT THE TIME OF REGISTRATION AND FINANCIAL INFORMATION IS COLLECTED FOR THIS ACCOUNT.

THIS FORM OR A TSCE MUST BE ON FILE IN THE PATIENT'S FINANCIAL CHART

Attachment 6

Instructions for Excel Electronic File of the UB-04 Inpatient Data

ATTACHMENT 6 - INPATIENT TEMPLATE

COUNTY OF LOS ANGELES • DEPARTMENT OF HEALTH SERVICES

NON-COUNTY HOSPITALS

INSTRUCTIONS FOR SUBMISSION OF TRAUMA CLAIMS AND DATA COLLECTION

EXCEL ELECTRONIC FILE OF THE UB-04 INPATIENT DATA

GENERAL INFORMATION

Hospitals must submit an **Excel Electronic File of the UB-04 data** with the paper copy of the trauma claim packet to the EMS Agency. Data is to be captured from the UB-04 data fields as indicated below:

(Inpatient Template listing order)

Column letter and number	UB Field No.	FIELD NAME	INSTRUCTIONS FOR INPATIENT TEMPLATE
A-C	N/A	Clm#/Hosp Code/FY	•Leave blank- EMS will complete
D	8b	LAST NAME	•Enter patient's last name
E	8b	FIRST NAME	•Enter patient's first name
F	60	Seq#	•Enter the TPS # Insured's unique ID
G	N/A	(LOS) Length of Stay	•Leave blank - EMS will complete
H	4	Type of bill	•Enter IP for 111=Inpatient
I	6	Admission Date	•Enter the from (admit date)
J	6	Discharge Date	•Enter the through (discharge date)
K	47	TOTAL CHARGES	•Enter Total Charges
L-1	N/A	GPP Service Category, Tier, and Type	• Leave Blank
M-2	57	Facility ID number	•Enter the facilities OSHPD #
N-3	56	National Provider Identifier	•Enter the 10 digit National Provider Identifier #
O-4	3a Pat Cntl#	Unique patient ID	•Enter patient's unique number assigned by provider
P-5	6	Admission Date	Enter admit date as yyyyymmdd
Q-6	6	Discharge Date	Enter discharge date as yyyyymmdd
R-7	N/A	# of GPP Days	•Leave blank





EXCEL ELECTRONIC FILE OF THE UB-04 INPATIENT DATA

Column letter and number	UB Field No	FIELD NAME	INPATIENT TEMPLATE INSTRUCTIONS
S-8	42	REVENUE CODE	•Enter the appropriate numeric code to identify specific accommodations and/or ancillary service in ascending numeric order, by date of service if appropriate. For example: •209 (ICU)
T-9	67	PRINCIPAL DIAGNOSIS	•Enter the complete ICD-10-CM diagnosis code that describes the principal diagnosis or the chief reason for performing a service on an outpatient basis.
U-10 AR-33	67a- 67x	OTHER DX CODES	•Enter the complete ICD-10-CM diagnosis codes for up to 17 additional conditions If applicable
AS-34	74	Principal Procedure Code	•Enter the ICD code that identifies the principal procedure
AT-35 AX-39	74a- e	Other procedure Code/Date	•Enter other ICD codes identifying all significant procedures performed. •Enter the date of those procedures. If applicable
AY-40 BQ-58	74f-x	Other procedure 6-24	•Leave blank
BR-59	10	BIRTHDATE	•Enter patient's date of birth yyyymmdd
BS-60	11	Gender Identity	•Leave blank- EMS will complete
BT-61	9D	ZIP CODE	•Enter patient's Zip Code
BU-62	N/A	Race	•Leave blank- EMS will complete
BV-63	N/A	Race 1	•Leave blank- EMS will complete
BW-64	N/A	Race 2	•Leave blank- EMS will complete
BX-65	N/A	Ethnicity	•Leave blank- EMS will complete
BY-66	N/A	Preferred Language Spoken	•Leave blank- EMS will complete
BZ-67	N/A	Sexual Orientation	•Leave blank- EMS will complete
CA-68	N/A	Length of Stay	•Leave blank- EMS will complete
CB-69	N/A	Jimmy's Comments	•Leave blank- EMS will complete

ATTACHMENT 6 - INPATIENT TEMPLATE

EXCEL ELECTRONIC FILE OF THE UB-04 INPATIENT DATA

Column A B C D E F G

Clim #	Hosp Code	FY	Last Name	First Name	Seq #	LOS
BOX # ON UB	1		8b	8b	60	45
 EMS will complete	 EMS will complete	 EMS will complete	DOE	JOHN	C12345678901	 EMS will complete

Column H I J K L

IP	Admission Date	Discharge Date	Total Charges	GPP Service Category, Tier, and Type
				(1)
				Four-digit code to distinguish each GPP service type. First digit represents service category, second digit represents tier, and last two digits represent service type
4	6	6	47	N/A
IP	07/27/2018	08/02/2018	\$ 157,689.60	leave blank

EXCEL ELECTRONIC FILE OF THE UB-04 INPATIENT DATA

Column

M

N

Facility ID number	National Provider Identifier
(2)	(3)
Can be OSHPD's 6-digit ID number (hospital), or other facility ID number (state provider code, tax ID, etc). If no facility ID or using NPI to identify facility, then 000000	NPI Identification Number; 0000000000 if unknown
57	56
190125	1114081056

Facility ID Number (OSHPD)

The Office of Statewide Health Planning and Development (OSHPD) is responsible for issuing a unique six-digit number and is the leader in collecting data and disseminating information about California's healthcare infrastructure.

National Provider Identifier (NPI)

A national provider identifier (NPI) is a unique ten-digit identification number required by [HIPAA](#) for covered healthcare providers in the United States. Covered providers, health plans and healthcare clearinghouses -- public or private entities that process or facilitate the processing of health information -- must use the NPI in administrative and financial transactions adopted under HIPAA.

	Code	Trauma Facility	Facility ID Number (OSHPD)	National Provider Identifier (NPI)
1	AVH	Antelope Valley Hosp MC	190034	1366419517
2	CAL	California Hospital MC	190125	1114081056
3	CSM	Cedars-Sinai MC	190555	1639172372
4	CHH	Children's Hospital L.A.	190170	1972628568
5	HMN	Henry Mayo Newhall Mem Hosp	190949	1780668434
6	HMH	Huntington Memorial Hosp	190400	1407828429
7	LBM	Long Beach Mem MC	190525	1962442012
8	NRH	Northridge Hosp MC	190568	1417089350
9	PVC	Pomona Valley Hosp MC	190630	1407813660
10	HCH	Providence Holy Cross MC	190385	1477587632
11	UCL	Ronald Reagan UCLA MC	190796	1902803315
12	SFM	St Francis MC	190754	1487697215
13	SMM	St. Mary MC	190053	1194840421

ATTACHMENT 6 - INPATIENT TEMPLATE

EXCEL ELECTRONIC FILE OF THE UB-04 INPATIENT DATA

Column O P Q R

Unique patient ID	Admission Date	Discharge Date	# of GPP days
(4)	(5)	(6)	(7)
Unique patient identification number (May not be unique across organization)	Single-digit months and days must include a preceding zero. yyyymmdd.	Single-digit months and days must include a preceding zero. yyyymmdd.	Normally Discharge date - Admission date. However, limited scope will have a lower number of days.
3a	6	6	N/A
123456789	20180727	20180802	leave blank

Column S T U V W

Revenue Code	Principal diagnosis	Other diagnosis 1	Other diagnosis 2	Other diagnosis 3
(8)	(9)	(10)	(11)	(12)
Revenue Code used on UB04 (I/P ward)	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file
42	67	67a	67b	67c
0200	S02651B	J9600	R402112	R402222

ATTACHMENT 6 - INPATIENT TEMPLATE

EXCEL ELECTRONIC FILE OF THE UB-04 INPATIENT DATA

Column X Y Z AA AB

Other diagnosis 4	Other diagnosis 5	Other diagnosis 6	Other diagnosis 7	Other diagnosis 8
(13)	(14)	(15)	(16)	(17)
ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file
67d	67e	67f	67g	67h
R402342	S0232XB	S022XXA	H1132	S02652B

Column AC AD AE AF AG

Other diagnosis 9	Other diagnosis 10	Other diagnosis 11	Other diagnosis 12	Other diagnosis 13
(18)	(19)	(20)	(21)	(22)
ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file
67i	67j	67k	67l	67m
S0240FA	N200	S199XXA	R55	T401X4A

ATTACHMENT 6 - INPATIENT TEMPLATE

EXCEL ELECTRONIC FILE OF THE UB-04 INPATIENT DATA

Column AH AI AJ AK AL

Other diagnosis 14	Other diagnosis 15	Other diagnosis 16	Other diagnosis 17	Other diagnosis 18
(23)	(24)	(25)	(26)	(27)
ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file
67n	67o	67p	67q	67r
Z23	T401X4A	Z24	T401X4A	Z25

Column AM AN AO AP AQ

Other diagnosis 19	Other diagnosis 20	Other diagnosis 21	Other diagnosis 22	Other diagnosis 23
(28)	(29)	(30)	(31)	(32)
ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file
67s	67t	67u	67v	67w
T401X4A	Z26	T401X4A	Z27	T401X4A

EXCEL ELECTRONIC FILE OF THE UB-04 INPATIENT DATA

Column AR AS AT AU AV

Other diagnosis 24	Principal procedure	Other Procedure 1	Other Procedure 2	Other Procedure 3
(33)	(34)	(35)	(36)	(37)
ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 PSC; Fill from the left-most position and DO NOT skip fields When there are no Other Procedures, the default value is all spaces	ICD-10 PSC; Fill from the left-most position and DO NOT skip fields When there are no Other Procedures, the default value is all spaces	ICD-10 PSC; Fill from the left-most position and DO NOT skip fields When there are no Other Procedures, the default value is all spaces (max 20)	ICD-10 PSC; Fill from the left-most position and DO NOT skip fields When there are no Other Procedures, the default value is all spaces (max 20)
67x	74	74a	74b	74c
Z28	ONSN04Z	ONSTXZZ	ONSVXZZ	5A1935Z

Column AW AX AY BQ



Other Procedure 4	Other Procedure 5	Other Procedure 6	Other Procedure 24
(38)	(39)	(40)	(58)
ICD-10 PSC; Fill from the left-most position and DO NOT skip fields When there are no Other Procedures, the default value is all spaces (max 20)	ICD-10 PSC; Fill from the left-most position and DO NOT skip fields When there are no Other Procedures, the default value is all spaces (max 20)	ICD-10 PSC; Fill from the left-most position and DO NOT skip fields When there are no Other Procedures, the default value is all spaces (max 20)	ICD-10 PSC; Fill from the left-most position and DO NOT skip fields When there are no Other Procedures, the default value is all spaces (max 20)
74d	74e	74f	74x
0BH17EZ	2W31X9Z	Leave blank	Leave blank

EXCEL ELECTRONIC FILE OF THE UB-04 INPATIENT DATA

Column BR

BS




BT

Date of Birth	Gender Identity	Zipcode
(59)	(60)	(61)
Single-digit months and days must include a preceding zero. yyyymmdd.	446151000124109 - Male 446141000124107 - Female 407377005 - Female-to-Male (FTM)/ Transgender Male/Trans Man 407376001 - Male-to-Female (MTF)/ Transgender Female/Trans Woman 446131000124102 - Genderqueer, Non-binary, neither exclusively male nor female OTH - Additional gender category or other, please specify ASKU - Choose not to disclose	XXXXX = unknown; yyyyy = foreign; zzzzz = homeless;
10	Not on UB	9d
19720821	 EMS will complete	 EMS will complete

Column BU



BV

BW




Race	Race 1	Race 2
(62)	(63)	(64)
Allow for reporting of multiple race fields: 1 - American Indian or Alaska Native 2 - Asian 3 - Black or African American 4 - Native Hawaiian or Other Pacific Islander 5 - White 6 - Other 7 - Unknown 8 - Declined to Answer	Allow for reporting of multiple race fields: 1 - American Indian or Alaska Native 2 - Asian 3 - Black or African American 4 - Native Hawaiian or Other Pacific Islander 5 - White 6 - Other 7 - Unknown 8 - Declined to Answer	Allow for reporting of multiple race fields: 1 - American Indian or Alaska Native 2 - Asian 3 - Black or African American 4 - Native Hawaiian or Other Pacific Islander 5 - White 6 - Other 7 - Unknown 8 - Declined to Answer
Not on UB	Not on UB	Not on UB
 EMS will complete	 EMS will complete	 EMS will complete

EXCEL ELECTRONIC FILE OF THE UB-04 INPATIENT DATA

Column BX BY

Ethnicity	Preferred Language Spoken
(65)	(66)
1 – Hispanic or Latino 2 – Non-Hispanic or Non-Latino 3 – Unknown 4 – Declined to Answer	In alignment with the Department of Health Care Access and Information (HCAI) reporting, systems must report using one of the following options: <ul style="list-style-type: none"> • 3-character PLS codes listed in CA Title 22 Regulations (section 97234); OR • 3-character PLS codes from the ISO 639-2 Code List; OR • If the preferred language spoken is not one of the codes listed, enter the full name of the language, up to 24 characters • Report 999 for Unknown
Not on UB	Not on UB
 EMS will complete	 EMS will complete

Column BZ CA CB

Sexual Orientation	LOS	Jimmy's Comments
(67)	(68)	(69)
38628009 - Lesbian, gay or homosexual 20430005 - Straight or heterosexual 42035005 - Bisexual OTH - Something else UNK - Don't know ASKU - Choose not to disclose		- If column CA is not equal to "0", please explain below the reason your LOS is different from the formula. - If the patient has a fictitious name such as "Trauma" or "John Doe" or "Jane Doe", please validate and comment below. - If the patient has DOB is unknown, please validate and comment below. - Please explain anything below that you consider is important to be noted.
Not on UB	LOS	Not on UB
 EMS will complete	 EMS will complete	 EMS will complete

Attachment 6

Instructions for Excel Electronic File of the UB-04 Outpatient Data

COUNTY OF LOS ANGELES • DEPARTMENT OF HEALTH SERVICES

NON-COUNTY HOSPITALS

INSTRUCTIONS FOR SUBMISSION OF TRAUMA CLAIMS AND DATA COLLECTION

EXCEL ELECTRONIC FILE OF THE UB-04 OUTPATIENT DATA

GENERAL INFORMATION

Hospitals must submit an **Excel Electronic File of the UB-04 data** with the paper copy of the trauma claim packet to the EMS Agency. Data is to be captured from the UB-04 data fields as indicated below:

(Outpatient Template listing order)

Column Letter and Number	UB Field No.	FIELD NAME	INSTRUCTIONS FOR OUTPATIENT TEMPLATE
A-C	N/A	Clin #/Hosp Code/FY	•Leave blank-EMS will complete
D	8b	Last Name	•Enter patient's last name
E	8b	First Name	•Enter patient's first name
F	60	Insured's unique ID	•Enter the Sequence (TPS) #
G	4	VISIT	•Enter 1 for Outpatient claims
H	4	ED	•Enter ED for Code 131=Outpatient
I	6	Admission Date	•Enter date Statement Covers Period From
J	6	Discharge Date	•Enter date Statement Covers Period Through
K	47	TOTAL CHARGES	•Enter Total Charges
L-1	N/A	GPP Service Category, Tier, and Type	•Leave blank
M-2	57	Facility ID number	•Enter the facilities OSHPD #
N-3	56	National Provider Identifier	•Enter the 10 digit National Provider Identifier #
O-4	3a Pat Cntl#	Unique patient ID	•Enter patient's unique number assigned by provider
P-5	6	Service Date	•Enter the from (admit date) as yyyyymmdd
Q-6	N/A	# of GPP Units	•Leave blank

EXCEL ELECTRONIC FILE OF THE UB-04 OUTPATIENT DATA

Column Letter and Number	UB Field No.	FIELD NAME	INSTRUCTIONS FOR OUTPATIENT TEMPLATE
R-7	67	PRINCIPAL DIAGNOSIS	•Enter the complete ICD-10-CM diagnosis code that describes the principal diagnosis or the chief reason for performing a service on an outpatient basis.
S-8 - AP-31	67A-67X	OTHER DX CODES	•Enter the complete ICD-10-CM diagnosis codes for up to 17 additional conditions If applicable
AQ-32	74 or 44 (CPT code)	Principal procedure	•CPT-4 code set (Current Procedural Terminology, 4th Edition); Fill from the left-most position IE (99291)
AR-33 - CN-81	N/A	Principal Procedure Code modifier	•Leave blank
CO-82	10	Date of Birth	•Enter yyymmdd
CP-83	11	Gender Identity	•Leave blank-EMS will complete
CQ-84	9D	ZIP CODE	•Enter patient's Zip Code
CR-85	N/A	Race	•Leave blank-EMS will complete
CS-86	N/A	Race 1	•Leave blank-EMS will complete
CT-87	N/A	Race 2	•Leave blank-EMS will complete
CU-88	N/A	Ethnicity	•Leave blank-EMS will complete
CV-89	N/A	Preferred Language	•Leave blank-EMS will complete
CW-90	N/A	Sexual Orientation	•Leave blank-EMS will complete
CX-91	N/A	Length of stay	•Leave blank-EMS will complete
CY-92	N/A	Jimmy's Comments	•Leave blank-EMS will complete

EXCEL ELECTRONIC FILE OF THE UB-04 OUTPATIENT DATA

Column A B C D E F G H

Clm #	Hosp Code	FY	Last Name	First Name	Seq #	Visit	ED
BOX # ON UB	1		8b	8b	60	6	4
→ EMS will complete	→ EMS will complete	→ EMS will complete	DOE	JOHN	CI234567890	1	ED

Column I J K L

Admission Date	Discharge Date	Total Charges	GPP Service Category, Tier, and Type
			1
			Four-digit code to distinguish each GPP service type. First digit represents service category, second digit represents tier, and last two digits represent service type (see column A of "service cat_tier_type codes" tab)
6	6	47	N/A
12/31/2018	12/31/2018	\$26,209.60	leave blank

EXCEL ELECTRONIC FILE OF THE UB-04 OUTPATIENT DATA

Column

M	N
Facility ID number	National Provider Identifier
2	3
OSHPD's 6-digit ID number (hospital), or other facility ID number (state provider code, tax ID, etc). If no facility ID or using NPI to identify facility, then 000000	NPI Identification Number; 0000000000 if unknown
57	56
190125	1366419517

Facility ID Number (OSHPD)

The Office of Statewide Health Planning and Development (OSHPD)

Is responsible for issuing a unique six-digit number and is the leader in collecting data and disseminating information about California's healthcare infrastructure.

National Provider Identifier (NPI)

A national provider identifier (NPI) is a unique ten-digit identification number required by [HIPAA](#) for covered healthcare providers in the United States.

Covered providers, health plans and healthcare clearinghouses -- public or private entities that process or facilitate the processing of health information -- must use the NPI in administrative and financial transactions adopted under HIPAA.

	Code	Trauma Facility	↓ Facility ID Number (OSHPD)	↓ National Provider Identifier (NPI)
1	AVH	Antelope Valley Hosp MC	190034	1366419517
2	CAL	California Hospital MC	190125	1114081056
3	CSM	Cedars-Sinai MC	190555	1639172372
4	CHH	Children's Hospital L.A.	190170	1972628568
5	HMN	Henry Mayo Newhall Mem Hosp	190949	1780668434
6	HMH	Huntington Memorial Hosp	190400	1407828429
7	LBM	Long Beach Mem MC	190525	1962442012
8	NRH	Northridge Hosp MC	190568	1417089350
9	PVC	Pomona Valley Hosp MC	190630	1407813660
10	HCH	Providence Holy Cross MC	190385	1477587632
11	UCL	Ronald Reagan UCLA MC	190796	1902803315
12	SFM	St Francis MC	190754	1487697215
13	SMM	St. Mary MC	190053	1194840421

EXCEL ELECTRONIC FILE OF THE UB-04 OUTPATIENT DATA

Column

O

P

Unique patient ID	Service Date
4	5
Unique patient identification number (May not be unique across organization)	Single-digit months and days must include a preceding zero. The transmittal process will populate the database field by moving the first 4 digits to the end of the field. EXAMPLE: Field in File equals 20040301. Database value will contain 03012004. The database value represents the date format mmdccyy.
3a	6 Admit date only
1213456789	20181231

Column Q

R

S

T

U

V

# of GPP days	Principal diagnosis	Other diagnosis 1	Other diagnosis 2	Other diagnosis 3	Other diagnosis 4
6	7	8	9	10	11
Number of GPP services provided	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file
N/A	67	67A	67B	67C	67D
leave blank	S01412A	S41012A	S41011A	S41111A	S51821A

EXCEL ELECTRONIC FILE OF THE UB-04 OUTPATIENT DATA

Column W X Y Z AA AB

Other diagnosis 5	Other diagnosis 6	Other diagnosis 7	Other diagnosis 8	Other diagnosis 9	Other diagnosis 10
12	13	14	15	16	17
ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file
67E	67F	67G	67H	67I	67J
S810012A	S51821A	S810012A	S51821A	S810012A	S51821A

Column AC AD AE AF AG AH

Other diagnosis 11	Other diagnosis 12	Other diagnosis 13	Other diagnosis 14	Other diagnosis 15	Other diagnosis 16
18	19	20	21	22	23
ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file
67K	67L	67M	67N	67O	67P
S810012A	S51821A	S810012A	S51821A	S810012A	S51821A

ATTACHMENT 6 -OUTPATIENT TEMPLATE

EXCEL ELECTRONIC FILE OF THE UB-04 OUTPATIENT DATA

Column AI AJ AK AL AM AN

Other diagnosis 17	Other diagnosis 18	Other diagnosis 19	Other diagnosis 20	Other diagnosis 21	Other diagnosis 22
24	25	26	27	28	29
ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file
67Q	67R	67S	67T	67U	67V
S810012A	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>

Column AO AP AQ AR CN


Other diagnosis 23	Other diagnosis 24	Principal procedure	Principal Procedure Code modifier	Other Procedure code 24 modifier
30	31	32	33	81
ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	ICD-10 CM; Code must be left-justified and space-filled; Do not include the decimal point in the data file	CPT-4 code set (Current Procedural Terminology, 4th Edition); Fill from the left-most position and DO NOT skip fields. When there are no Other Procedures, the default value is all spaces	CPT and HCPCS Modifiers associated with the specified GPP service codes. (Refer to the specific GPP services description for the allowable codes). If multiple modifiers are reported for the same principal procedure code, use comma delimited	ICD-10 PSC; Fill from the left-most position and DO NOT skip fields. When there are no Other Procedures, the default value is all spaces
67W	67X	74 or 44 (CPT code)	74A	74Y
<i>Leave blank</i>	<i>Leave blank</i>	99291	<i>leave blank</i>	<i>leave blank</i>

EXCEL ELECTRONIC FILE OF THE UB-04 OUTPATIENT DATA

Column CO

CP




CQ

Date of Birth	Gender Identity	Zip code
82	83	84
Single-digit months and days must include a preceding zero. yyyymmdd.	446151000124109 - Male 446141000124107 - Female 407377005 - Female-to-Male (FTM)/ Transgender Male/Trans Man 407376001 - Male-to-Female (MTF)/ Transgender Female/Trans Woman 446131000124102 - Genderqueer, Non-binary, neither exclusively male nor female OTH - Additional gender category or other, please specify ASKU - Choose not to disclose	XXXXXX = unknown; yyyyy = foreign; zzzzz = homeless;
10	11	9D
19841001	 EMS will complete	Enter Zip Code

Column CR

CS

CT



Race	Race 1	Race 2
85	86	87
Allow for reporting of multiple race fields: 1 - American Indian or Alaska Native 2 - Asian 3 - Black or African American 4 - Native Hawaiian or Other Pacific Islander 5 - White 6 - Other 7 - Unknown 8 - Declined to Answer	Allow for reporting of multiple race fields: 1 - American Indian or Alaska Native 2 - Asian 3 - Black or African American 4 - Native Hawaiian or Other Pacific Islander 5 - White 6 - Other 7 - Unknown 8 - Declined to Answer	Allow for reporting of multiple race fields: 1 - American Indian or Alaska Native 2 - Asian 3 - Black or African American 4 - Native Hawaiian or Other Pacific Islander 5 - White 6 - Other 7 - Unknown 8 - Declined to Answer
Not on UB	Not on UB	Not on UB
 EMS will complete	 EMS will complete	 EMS will complete

EXCEL ELECTRONIC FILE OF THE UB-04 OUTPATIENT DATA

Column

CU



CV

Ethnicity	Preferred Language
88	89
1 – Hispanic or Latino 2 – Non-Hispanic or Non-Latino 3 – Unknown 4 – Declined to Answer	In alignment with the Department of Health Care Access and Information (HCAI) reporting, systems must report using one of the following options: • 3-character PLS codes listed in CA Title 22 Regulations (section 97234) ; OR • 3-character PLS codes from the ISO 639-2 Code List ; OR • If the preferred language spoken is not one of the codes listed, enter the full name of the language, up to 24 characters • Report 999 for Unknown
Not on UB	Not on UB
 EMS will complete	 EMS will complete

Column


CW

CX

Sexual Orientation	Length of stay
90	91
38628009 - Lesbian, gay or homosexual 20430005 - Straight or heterosexual 42035005 - Bisexual OTH - Something else UNK - Don't know ASKU - Choose not to disclose	
Not on UB	Not on UB
 EMS will complete	 EMS will complete

Column

CY

Jimmy's Comments
92
- If column CX is not equal to "0", please explain below the reason your LOS is different from the formula. - If the patient has a fictitious name such as "Trauma" or "John Doe" or "Jane Doe", please validate and comment below. - If the patient has DOB is unknown, please validate and comment below. - Please explain anything below that you consider is important to be noted.
Not on UB
 EMS will complete

TRAUMA CENTER PAYMENT SURRENDER FORM

FACILITY: _____

PATIENT NAME: _____

DATE OF SERVICE: ____/____/____ TPS#: _____

DATE CLAIM SUBMITTED TO EMS AGENCY: ____/____/____

AMOUNT OF PAYMENT BEING SURRENDERED: \$_____

PAYMENT RECEIVED FROM

DATE COVERAGE IDENTIFIED

INSURANCE (Health Plan/HMO) ____/____/____

MEDI-CAL ____/____/____

MEDICARE ____/____/____

PATIENT ____/____/____

THIRD PARTY TORTFEASORS ____/____/____

OTHER _____ ____/____/____
(Specify)

SUBMITTED BY:

____/____/____
DATE:

(THIS FORM MUST BE ATTACHED TO EACH PAYMENT SURRENDER CHECK)

Mail to Los Angeles County/Department of Health Services
Finance – Special Program Funds
1000 S. Fremont Avenue
Unit 8, Building A11, 2nd Floor
Alhambra, CA 91803

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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 approval to execute amendments to eight sole source High Impact HIV Prevention (formerly Health Education/Risk Reduction) contracts and one sole source STD Community Engagement Services contract to extend the terms through June 30, 2025, and delegated authority to extend the term through December 31, 2025.	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Contracts were previously solicited but the delegated authority to extend has expired. DHSP in coordination with Department of Public Health (Public Health) Contracts and Grants, has developed a solicitation schedule to include the service categories mentioned. Given the large nature of this service portfolio, potential adjustments in current priorities, and pending revised federal award notices, shifts in solicitations schedules may be necessary. Until this process is finalized, Public Health is seeking to extend these services and prevent a lapse of necessary services.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable The Supplemental Declaration Form was submitted via the Levine Portal on 5/3/24.	
DEADLINES/ TIME CONSTRAINTS	July 1, 2024	
COST & FUNDING	Total cost: \$2,439,170	Funding source: Centers for Disease Control and Prevention, Non-Drug Medi-Cal Realignment Funds and net County cost funds
	TERMS (if applicable): July 1, 2024 through June 30, 2025 and delegated authority to extend through December 31, 2025, as necessary.	
	Explanation:	
PURPOSE OF REQUEST	<p>Extension of the HIHP Services contracts will allow for services to continue to address the disproportionate burden of HIV and other STDs, particularly among men who have sex with men, people with methamphetamine use disorder, HIV-positive individuals, cis-gender women of color, and people who use injection drugs.</p> <p>Extension of the STD CE Services contract will continue with strengthening the local Community Advisory Coalition's (CAC) efforts to advance the work of the "WeCanStopSTDsLA" campaign and ensure viability and sustainability of the CAC and its goals; help engage communities in STD control efforts, sustain and expand engagement to include youth and young adults in South and East LA, and to advance justice and equity in sexual and reproductive health and care.</p>	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Since the original award and execution of the nine referenced contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to scopes of work. To prevent a gap in services, Public Health is requesting to extend these services to assess programming alignment with current priorities, and service utilization patterns to inform next steps.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><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. These services are provided to populations in disadvantaged areas and who engage in risk behaviors for HIV and STD.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: (2) Alliance for Health Integration; reduce health inequities and integrate services across health services and public health to assist client's access to core services including mental health. These services provide risk behavior strategies and linkage to support services including HIV testing, mental health, and substance use services.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <ol style="list-style-type: none"> 1. Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, jbobrowsky@ph.lacounty.gov 2. Mario Perez, Director, Division of HIV and STD Programs (213) 351-8001, mjperez@ph.lacounty.gov 3. Emily Issa, Senior Deputy County Counsel (213) 974-1827, Eissa@counsel.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

June 4, 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 AMEND NINE SOLE SOURCE HIGH IMPACT HIV PREVENTION AND
STD COMMUNITY ENGAGEMENT SERVICES CONTRACTS TO EXTEND THE TERM
THROUGH JUNE 30, 2025
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute amendments to eight sole source High Impact HIV Prevention (formerly Health Education/Risk Reduction) contracts and one sole source STD Community Engagement Services contract to extend the terms through June 30, 2025, and delegated authority to extend the term through December 31, 2025.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute sole source contract amendments to nine High Impact HIV Prevention (HIHP) and STD Community Engagement (STD CE) Services contract providers, as detailed in Attachment A, to extend the term effective through June 30, 2025, at a total maximum obligation of \$2,439,170, 100 percent funded by Centers for Disease Control and Prevention (CDC) funds, Non-Drug Medi-Cal Realignment (NDMR) funds, and net County costs (NCC).

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the HIHP and STD CE Services contracts that extend the term through December 31, 2025, 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, effective upon amendment execution, or at the beginning of the applicable contract period; correct errors in the contracts' terms and conditions; and/or update the statement of work and/or scope of work, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the HIHP and STD CE Services 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 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 the HIHP and STD CE Services contracts upon issuing a written notice to HIHP and/or STD CE Services contractors who fail to perform and/or fully comply with contract requirements, and terminate the 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 for the continuation of HIHP and STD CE services in alignment with current program priorities and service utilization patterns.

High Impact HIV Prevention (HIHP)

HIHP services provide education, awareness, and skill-building activities to increase knowledge about HIV risk behaviors, decrease the frequency of those behaviors, and ensure that individuals living with HIV reduce the probability of transmitting HIV to others. HIHP services also link persons at high risk for HIV or persons of unknown HIV status to available HIV counseling and testing services, medical care, Pre-Exposure Prophylaxis, and Post-Exposure Prophylaxis services.

HIHP services provides essential risk reduction skills building and counseling to high-risk individuals to avert HIV and STD transmission. Extension of the HIHP Services contracts will allow for services to continue to address the disproportionate burden of HIV and other STDs, particularly among men who have sex with men, people with methamphetamine use disorder, HIV-positive individuals, cisgender women of color, and people who use injection drugs.

STD Community Engagement (STD CE)

STD CE services assist with the implementation of community-driven prevention and control initiatives for STDs in South and East Los Angeles (LA) through a community engagement process. Activities include, but are not limited to: 1) providing logistical support and guidance to a community planning coalition and implementation of the community-led strategic plan; 2) conducting meetings to help build partnerships among public health departments, key stakeholders, private sector providers, community members, faith leaders, and researchers, among others; and 3) developing marketing tools to engage residents of South and East LA to help improve their sexual health.

Extension of the STD CE Services contract will continue with strengthening the local Community Advisory Coalition's (CAC) efforts to advance the work of the "WeCanStopSTDsLA" campaign and ensure viability and sustainability of the CAC and its goals. These services help engage communities in STD control efforts, sustain and expand engagement to include youth and young adults in South and East LA, and to advance justice and equity in sexual and reproductive health and care. In addition, these services promote utilization-appropriate STD prevention, testing, and treatment services among youth and young adults at elevated risk. STD CE services also utilize social media platforms to increase sexual health and STD awareness around chlamydia, gonorrhea, syphilis/congenital syphilis, and access to prenatal care and reproductive health services.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to extend the term through December 31, 2025; rollover unspent funds; 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 contracts' 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, and changes to hours of operation and/or service locations.

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

Implementation of Strategic Plan Goals

The recommended actions support North Star 2, Foster Vibrant and Resilient Communities through focus area goals of Public Health and Economic Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total County maximum obligation for the HIHP and STD CE amendments, as detailed in Attachment A, is \$2,439,170, consisting of \$2,180,780 for HIHP services and \$258,390 for STD CE services, for the period effective July 1, 2024, through June 30, 2025, 100 percent funded by CDC, NDMR, and NCC funds.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Health's allocations for each of the service categories are aligned with the current program priorities. As required by Board Policy 5.100, your Board was notified on February 29, 2024, of Public Health's intent to extend the term of these HIHP and STD CE Services contracts.

Attachment B is the set of nine sole source checklists for each of the HIHP and STD CE Services contracts signed by the CEO.

CONTRACTING PROCESS

HIHP services were solicited in 2008 and STD CE services in 2014. Since the original award dates, these contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the scopes of work.

HIHP

On June 6, 2023, your Board approved delegated authority to the Directors of the Department of Health Services and Public Health, or their respective designees (collectively "the Directors"), to negotiate and execute amendments to the contracts expiring by September 30, 2023, including 13 HIHP contracts to: (a) extend the term on a month-to-month basis in any increments, as determined by the Directors to be in the best interest of the County, through September 30, 2024, and (b) reaffirm previously authorized delegations of authority, including adding Board required requirements.

On June 28, 2023, Public Health exercised delegated authority to extend the 13 HIHP contracts effective July 1, 2023, through June 30, 2024, at a total annual maximum obligation of \$3,401,118.

Public Health is requesting approval to extend 10 of the 13 HIHP services contracts for 12 months. Contracts with Greater Los Angeles Agency on Deafness, Inc. and the contract with Friends Research Institute, Inc. were terminated effective June 30, 2023 and December 31, 2023, respectively. The contract with Los Angeles LGBT Center was

The Honorable Board of Supervisors

June 4, 2024

Page 5

subsequently approved for additional funding and a delegated authority to extend term through June 30, 2025, under a separate Board letter.

STD CE

On March 15, 2022, your Board approved delegated authority to the Directors to amend the contracts slated to expire by September 30, 2022, which included one STD CE contract to: (i) extend their term on a month-to-month basis, in any increments, until the end of the month of the six-month anniversary following the date on which the Proclamation of a Local and Public Health Emergency due to the Coronavirus Disease 2019 (COVID 19) was lifted by the Board.

On June 28, 2023, Public Health exercised delegated authority to extend its contract with Coachman Moore & Associates, Inc. effective July 1, 2023, through June 30, 2024, at the annual maximum obligation of \$258,390.

The Division of HIV and STD Programs (DHSP) oversees approximately 26 service categories, and approximately 200 service contracts. Given the volume of this large service portfolio and the resource constraints that resulted from the COVID-19 pandemic, planned solicitations between 2020 and 2021 were put on hold. DHSP, in coordination with Public Health Contracts and Grants, developed a timeline to resume solicitation of services starting in 2022. This timeline includes solicitations in the next three years for HIHP, STD, HIV Testing, ambulatory outpatient medical, medical care coordination, mental health, and oral health. Public Health anticipates releasing solicitations for all HIV and STD prevention and testing services in the fall of 2024. Public Health is seeking to extend these HIHP and STD CE contracts for 12 months to provide Public Health with the additional time necessary to conduct competitive solicitations.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue to provide uninterrupted delivery of HIHP and STD CE services to LA County residents.

Respectfully submitted,

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

BF:lc
#07596

Enclosures

The Honorable Board of Supervisors

June 4, 2024

Page 6

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 - HIV PREVENTION AND STD PREVENTION SERVICES

FUNDING SOURCE: CDC INTEGRATED HIV SURVEILLANCE PREVENTION PROGRAM (IHSP) FUNDS, NON-DRUG MEDICAL REALIGNMENT FUNDS AND HIV NET COUNTY COST (NCC) FUNDS						
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES						
FUNDING SOURCE: CDC INTEGRATED HIV SURVEILLANCE PREVENTION PROGRAM (IHSP) FUNDS, NON-DRUG MEDICAL REALIGNMENT FUNDS AND HIV NET COUNTY COST (NCC) FUNDS						
Contractors		Contract Number	Annual Maximum Obligation 7/1/24- 6/30/25	SPA Served	Supervisorial District Served	
1	APLA Health & Wellness	PH-001026	\$ 403,500	4 & 6	2 & 3	
2	Asian American Drug Abuse Program, Inc.	PH-001027	\$ 375,000	6 & 8	2 & 4	
3	Being Alive People w/HIV/AIDS Coalition	PH-001028	\$ 196,280	2, 4, & 5	3	
4	Bienestar Human Services, Inc.	PH-001029	\$ 375,000	2,3,4,6,7 & 8	1 through 5	
5	East Los Angeles Women's Center	PH-001035	\$ 180,000	4 & 7	1	
6	El Centro Del Pueblo	PH-001037	\$ 276,000	4	3	
7	JWCH Insitute, Inc.	PH-001042	\$ 187,500	4,6, & 7	1,2, & 3	
8	Westside Family Health Center	PH-001049	\$ 187,500	5	3	
Total			\$ 2,180,780			
STD COMMUNITY ENGAGEMENT SERVICES						
FUNDING SOURCE: STD NCC FUNDS						
9	Coachman Moore & Associates, Inc.	PH-002881	\$ 258,390	4	3	
Total			\$ 258,390			
GRAND TOTAL			\$ 2,439,170			

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

10/01/2009 - APLA Health & Wellness

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

Erika Bonilla
Chief Executive Office

5/6/24
Date

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

10/01/2009 - Asian American Drug Abuse Program, Inc.

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



 Chief Executive Office

5/9/24

 Date

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

10/01/2009 - Being Alive People with HIV/AIDS Coalition

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
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Erika Bonilla
Chief Executive Office

5/9/24
Date

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

10/01/2009 - Bienestar Human Services, Inc.

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
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Erika Bonilla
Chief Executive Office

5/9/24
Date

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

03/30/2015 - Coachman Moore & Associates, Inc.

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
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Erika Bonilla
Chief Executive Office

5/9/24
Date

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

10/01/2009 - East Los Angeles Women's Center

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
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Erika Bonilla
Chief Executive Office

5/9/24
Date

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

10/01/2009 - El Centro Del Pueblo

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
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Erika Bonilla
Chief Executive Office

5/9/24
Date

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

10/01/2009 - JWCH Institute, Inc.

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
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Crika Bonilla
Chief Executive Office

5/9/24
Date

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

10/01/2009 - Westside Family Health Center

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
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Erika Bonilla
Chief Executive Office

5/9/24
Date

**AMENDMENT TO
SEXUALLY TRANSMITTED DISEASE PREVENTION
COMMUNITY ENGAGEMENT SERVICES IN SOUTH LOS ANGELES CONTRACT**

Paragraph	TABLE OF CONTENTS	Page
	Recitals.....	1
2.	Description of Services.....	2
3.	Term of Contract.....	2
4.	Maximum Obligation of County.....	3
32.	Consideration of Hiring GAIN/START Participants.....	3

STANDARD EXHIBITS

- Exhibit B-13 – Scope of Work
- Exhibit C – Schedule 13, Budget

AMENDMENT No. 26

**DEPARTMENT OF PUBLIC HEALTH
SEXUALLY TRANSMITTED DISEASE PREVENTION
COMMUNITY ENGAGEMENT SERVICES IN SOUTH LOS ANGELES CONTRACT**

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

COACHMAN MOORE & ASSOCIATES, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DEPARTMENT OF PUBLIC HEALTH, SEXUALLY TRANSMITTED DISEASE PREVENTION COMMUNITY ENGAGEMENT SERVICES IN SOUTH LOS ANGELES CONTRACT," dated March 30, 2015, and further identified as Contract No. PH-002881, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on June 4, 2024, the County of Los Angeles Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract that extend the term and make other updates, as necessary; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025, for the continued provision of STD community engagement services and make other hereafter designated changes, including updating certain terms and provisions, amending the Statement of Work, and adding a new budget; 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; and

WHEREAS, Contractor warrants that it continues to possess 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.

NOW, THEREFORE, the parties agree as follows:

1. This amendment is effective upon execution for the period of July 1, 2024 through June 30, 2025.

2. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A is deleted in its entirety and replaced as follows:

"A. Contractor will provide services in the manner described in Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, and A-7 (Statements of Work) and Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12 and B-13 (Scopes of Work) and all its attachments, attached hereto and incorporated herein by reference."

3. Paragraph 3, TERM OF CONTRACT, first paragraph is deleted in its entirety and replaced as follows:

"The term of this Contract is effective March 30, 2015, and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph O is added to read as follows:

"O. Effective July 1, 2024 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed two hundred fifty-eight thousand, three hundred ninety dollars (\$258,390), as set forth in Schedule 13, attached hereto and incorporated herein by reference. Such maximum obligation is comprised entirely of STD net County cost funds."

5. Paragraph 32, CONSIDERATION OF HIRING GAIN/GROW

PARTICIPANTS, is deleted in its entirety and replaced as follows:

"32. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

- A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor 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 must be given first priority."

6. Exhibit A, Statement of Work, Paragraph 5, COMPENSATION,

Subparagraph A is deleted in its entirety and replaced as follows:

5. COMPENSATION:

"A. County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Exhibit C Schedules 1, 1.1, 2, 2.1, 2.2, 3, 3.1, 3.2, 4, 4.1, 5, 5.1, 5.2, 6, 7, 7.1, 7.2, 8, 8.1, 8.2, 9, 9.1, 9.2, 10, 10.1, 11, 11.1, 12 and 13, and the INVOICE AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

7. Exhibit A, Statement of Work, Paragraph 6, SERVICES TO BE

PROVIDED, Subparagraph 11 is added to read as follows:

6. SERVICES TO BE PROVIDED:

"11. STD CE services should follow a Trauma Informed Approach (TIA) with Healing Centered Engagement. A TIA emphasizes awareness of the prevalence and effects of trauma, including adverse childhood experiences (ACE) on both physical and mental health, and reflects that impact in healthcare and service delivery. Research indicates that people who experience physical and sexual abuse in childhood are more likely to acquire HIV. The odds of HIV risk behaviors increase with the number of ACEs, suggesting that growing up in a family

environment with abuse and distressing events may make people more likely to engage in risk behaviors for HIV transmission, such as substance use and taking sexual risk. Given the individual and collective trauma experienced by people with risks of acquiring HIV, formal integration of TIA frameworks at the organization level is especially important in improving the overall health and well-being of PLWH. Trauma can be defined as one-time or cumulative experiences that result in negative effects on functioning and mental, physical, emotional, or spiritual well-being. These experiences include but are not limited to emotional, physical, or sexual abuse; Intimate Partner Violence (IPV); and exposure to systemic racism, homophobia, transphobia and/or neglect. In the United States, 61% of men and 51% of women report experiencing at least one lifetime traumatic event. To cultivate and sustain a trauma informed culture, Contractor must function under a set of core values which include safety, trustworthiness, support and respect, choice, collaboration, empowerment, and cultural, historical, and gender humility (adapted from SAMHSA's Six Key Principles of a Trauma-Informed Approach)."

9. Exhibit B-13, SCOPE OF WORK FOR STD PREVENTION COMMUNITY ENGAGEMENT SERVICES, attached hereto and incorporated by reference, is added to the Contract.

8. Exhibit C, Schedule 13, BUDGET FOR STD PREVENTION COMMUNITY ENGAGEMENT SERVICES, attached hereto and incorporated herein by reference, is

added to the Contract.

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

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this amendment to be 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

COACHMAN MOORE & ASSOCIATES, INC.
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#07596

PH-002881

EXHIBIT C

SCHEDULE 13

COACHMAN MOORE & ASSOCIATES, INC.

**SEXUALLY TRANSMITTED DISEASE PREVENTION
COMMUNITY ENGAGEMENT SERVICES IN SOUTH LOS ANGELES**

	<u>Budget Period</u>
	July 1, 2024 through June 30, 2025
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontractors	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$258,390

During the term of the Contract, any changes 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.

Exhibit B-13
Scope of Work
Division of HIV and STD Programs - Los Angeles County Department of Public Health
Term July 1, 2024 through June 30, 2025

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: To reduce the high cases of STIs among youth ages 12-25 county-wide, with specific focus in the South Los Angeles and East LA areas of LA County.

GOALS WITH MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
1.0 By 6/30/2025, hold a minimum of four (4) Community Advisory Coalition (CAC) meetings to re-engage membership in the fight for reducing STIs and improving sexual and reproductive health and justice.	1.1 Plan, coordinate and facilitate meetings with partner engagement and input as co-leaders of CAC activities as a means of fostering deeper sharing of responsibilities. 1.2 Conduct outreach to ensure a minimum of two youth and/or young adults attend the CAC meetings. 1.3 Conduct outreach to recruit new partners to CAC meetings, especially groups working with young women of color. 1.4 Collect and maintain attendance records and data to support measurement and achievement of the overall CAC objectives. Capture and maintain records of attendance, evaluation and assessment of results, etc. 1.5 Engage at least 2 LA County Board of Supervisors (BOS) health deputies from across the County to get reconnected with the CAC 1.6 Document progress, assess impact and submit progress in monthly reports to DHSP.	7/1/24 and ongoing 7/1/24 and ongoing 7/1/24 and ongoing 7/1/24 and ongoing 7/1/24 and ongoing 7/1/24 and ongoing	1.1 Document meeting progress in monthly reports to DHSP. 1.2 Documentation of engagement efforts will be kept on file and progress documented in monthly reports to DHSP. 1.3 Document outreach activities in monthly reports to DHSP. 1.4 Documents will be kept on file and progress documented in monthly reports to DHSP. 1.5 Documents will be kept on file and progress documented in monthly reports to DHSP. 1.6 Documents will be kept on file and progress documented in monthly reports to DHSP.

Exhibit B-13
Scope of Work
Division of HIV and STD Programs - Los Angeles County Department of Public Health
Term July 1, 2024 through June 30, 2025

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

GOALS WITH MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
2.0 By 6/30/2025, conduct a minimum of fifteen (15) working group (or task group) meetings.	2.1 Continue regular meetings of Logistics and Operations (9 meetings) and re-engage Strategic Communications (3 meetings) and Interfaith Working Group (3 meetings).	ongoing 7/1/24 and ongoing	2.1 Document meeting summaries and report in monthly reports to DHSP.
3.0 By 6/30/2025, hold at least 3 Social Media Communications Bootcamps trainings with youth groups from identified partners. The training workshop will be focused on creating and disseminating a minimum of eight (8) messages that promotes youth voices and increases awareness about the intersection of sexual health and social determinants of health which may include substance use, mental health, homelessness, etc.	3.1 Continue working with existing partners with access to youth. 3.2 Conduct outreach with potential new partners with access to youth. 3.3 Engage youth for social media bootcamps, schedule trainings, collect data and report in monthly reports. Submit training material to DHSP for approval and disseminate messages via social media platforms once approved.	7/1/24 and ongoing 7/1/24 and ongoing 7/1/24 and ongoing	3.1 Document progress in monthly reports to DHSP. 3.2 Document outreach activities in monthly reports to DHSP. 3.3 Calendar and training materials will be submitted to DHSP. Letter of DHSP approval will be kept on file and progress documented in monthly reports to DHSP.
4.0 By 6/30/2025, Implement the Interfaith STI Prevention and Treatment Curriculum with a minimum of one (1) faith-based organization.	4.1 Conduct outreach and identify a faith-based organization interested in receiving Interfaith STI Prevention and Treatment Curriculum training. 4.2 Schedule and conduct trainings. Collect sign-in sheets and location information and report on monthly report.	7/1/24 and ongoing 7/1/24 and ongoing	4.1 Document outreach activities and report in monthly reports to DHSP. 4.2 Sign in sheets will be kept on file and progress documented in monthly reports to DHSP.

Exhibit B-13
Scope of Work
Division of HIV and STD Programs - Los Angeles County Department of Public Health
Term July 1, 2024 through June 30, 2025

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

GOALS WITH MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
4A.0 By 6/30/2025, Distribute the Interfaith STI Prevention and Treatment Toolkit to a minimum of 5 faith-based organizations.	4.3 Observe trained faith-based organization implementing the curriculum (including but not limited to: incorporating STI information into a sermon, lessons, flyers or other means). 4A.1 Refine strategies and conduct outreach to multiple faith-based organizations in which CMA will provide a toolkit introduction and distribute accordingly and report in monthly report to DHSP.	7/1/24 and ongoing 7/1/24 and ongoing	4.3 Document observation reports in monthly reports to DHSP. 4.A.1 Outreach activities documentation and toolkit will be kept on file and progress documented in monthly reports to DHSP.
5.0 By 6/30/2025 post at minimum an average of 2 activities and resources per week via social media platforms (Instagram, Twitter, YouTube, etc.) to highlight CAC partners' working to increase sexual health and STI awareness around chlamydia, gonorrhea, syphilis/congenital syphilis and access to prenatal care and reproductive health services.	5.1 Create and post original social media content developed by youth attendees from up to three (3) social media bootcamps (generating a minimum of eight (8) posts) and submit to DHSP for approval. 5.2 Share CAC partners' sexual health and STI awareness social media posts, including but not limited to: workshops, activities, events, meetings, resources, and etc.	7/1/24 and ongoing 7/1/24 and ongoing	5.1 Letters of DHSP approval and social media content post will be kept on file and progress documented in monthly reports to DHSP. 5.2 Maintain social media post updates on file and report progress in monthly reports to DHSP.
6.0 By 6/30/2025, write and submit a	6.1 Identify and submit proposals to foundations for	7/1/24 and	6.1 Proposal documents will be kept on file

Exhibit B-13
Scope of Work
Division of HIV and STD Programs - Los Angeles County Department of Public Health
Term July 1, 2024 through June 30, 2025

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

GOALS WITH MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
minimum of 2 grants for funding to help sustain the WeCanStopSTDsLA coalition.	funding. 6.2 Submit grants and report results of solicitations in monthly reports to DHSP.	ongoing 7/1/24 and ongoing	and progress documented in monthly reports to DHSP. 6.2 Grants results will be documented in monthly reports to DHSP.

**AMENDMENT TO
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HIGH IMPACT HIV PREVENTION SERVICES AGREEMENT**

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page</u>
1. Term.....	
2. Description of Services.....	
4. Maximum Obligation of County.....	
8. Consideration of Hiring GAIN/START Participants.....	

Amendment No. ____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HIGH IMPACT HIV PREVENTION SERVICES AGREEMENT**

THIS AMENDMENT is made and entered into on _____,

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

and _____
(hereafter "Contractor").

WHEREAS, reference is made to the document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES AGREEMENT," dated October 1, 2009, NOW REFERRED TO AS HIGH IMPACT HIV PREVENTION SERVICES AGREEMENT(HIHP), and further identified as Agreement No. _____, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, County has been allocated 2011 Non Medi-Cal Drug Realignment (NDMC) grant funds through a transfer of funds from the Department of Public Health Substance Abuse Prevention and Control Program (hereafter "SAPC"), and

WHEREAS, County has been allocated grant funds from the Centers for Disease Control and Prevention (CDC), Integrated HIV Surveillance and Prevention Program (IHSP), Assistance Listing Number 93.940; and

WHEREAS, on June 4, 2024, the County of Los Angeles Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Agreement that extend the term and make other updates, as necessary; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term through June 30, 2025, for the continued provision of HIHP services, and make other hereafter designated changes, including updating certain terms and provisions; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of July 1, 2024 through June 30, 2025.

2. Paragraph 1, TERM, first paragraph, is deleted in its entirety and replaced as follows:

"1. TERM: The term of this Agreement will commence on October 1, 2009, and will continue in full force and effect through June 30, 2025, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL

PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph D, is deleted in its entirety and replaced as follows:

"D. Federal award information for this Agreement is detailed in Exhibits S and S.1, Notice of Federal Subaward Information."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, is amended to add Subparagraphs__ and __ as follows:

"__. During the period of July 1, 2024 through December 31, 2024, the maximum obligation of County for all services provided hereunder will not exceed _____ Dollars (\$_____), as set forth in Schedule __. Such maximum obligation is comprised of federal funds.

__. During the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed _____ Dollars (\$_____), as set forth in Schedule __. Such maximum obligation is comprised of federal funds.

__. During the period of July 1, 2024 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed _____ Dollars (\$_____), as set forth in Schedule __. Such maximum obligation is comprised of NDMC or net County cost funds."

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

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth

in Schedule(s) __ and __, and the INVOICE AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 8, CONSIDERATION OF HIRING GAIN/GROW

PARTICIPANTS, is deleted in its entirety and replaced as follows:

"8. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

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

7. Exhibit A, STATEMENT OF WORK FOR HIV/AIDS HIGH IMPACT HIV PREVENTION SERVICES, Paragraph 3, SERVICE DELIVERY SITE(S), is deleted in

its entirety and replaced as follows:

"3. SERVICE DELIVERY SITE(S): Contractor's facilities where services are to be provided hereunder are located at: _____ as described in Attachment II-Revised.1, Service Delivery Site Questionnaire.

For the purposes of the Agreement, Contractor will specify cross streets and locations for all HIHP activities in monthly reports to Division of HIV and STD Programs (DHSP). DHSP reserves the right to approve or deny all sites.

Contractor will request approval from DHSP in writing a minimum of 30 days before beginning or terminating services at such location(s)."

8. Exhibit A, Statement of Work, Paragraph 8, STAFF DEVELOPMENT AND TRAINING, Subparagraph H, is added to read as follows:

8. STAFF DEVELOPMENT AND TRAINING:

"H. TRAUMA IN CARE – HIHP services should follow a Trauma Informed Approach (TIA) with Healing Centered Engagement. A TIA emphasizes awareness of the prevalence and effects of trauma, including adverse childhood experiences (ACE) on both physical and mental health, and reflects that impact in healthcare and service delivery. Research indicates that people who experience physical and sexual abuse in childhood are more likely to acquire HIV. The odds of HIV risk behaviors increase with the number of ACEs, suggesting that growing up in a family environment with abuse and distressing events may make people more likely to engage in risk behaviors for HIV transmission, such as substance use and sexual risk-taking. Given the individual and collective trauma experienced by people with risks of acquiring HIV, formal

integration of TIA frameworks at the organization level is especially important in improving the overall health and well-being of PLWH. Trauma can be defined as one-time or cumulative experiences that result in negative effects on functioning and mental, physical, emotional, or spiritual well-being. These experiences include but are not limited to emotional, physical, or sexual abuse; Intimate Partner Violence (IPV); and exposure to systemic racism, homophobia, transphobia, and/or neglect. In the United States, 61% of men and 51% of women report experiencing at least one lifetime traumatic event. To cultivate and sustain a trauma informed culture, Contractor must function under a set of core values which include safety, trustworthiness, support and respect, choice, collaboration, empowerment, and cultural, historical, and gender humility (adapted from SAMHSA's Six Key Principles of a Trauma-Informed Approach)."

10. Exhibit __, SCOPE OF WORK FOR HIV/AIDS HIGH IMPACT HIV PREVENTION SERVICES, attached hereto and incorporated by reference, is added to the Agreement.

11. Schedules __ and __, BUDGETS FOR HIV/AIDS HIGH IMPACT HIV PREVENTION SERVICES, attached hereto and incorporated herein by reference, are added to the Agreement.

12. Attachment II-Revised.1, SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1, FOR HIV/AIDS HIGH IMPACT HIV PREVENTION SERVICES, attached hereto and incorporated herein by reference, is added to the Agreement.

13. Exhibit __, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Agreement.

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

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

COUNTY OF LOS ANGELES

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

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

#07596

SCHEDULE __

AGENCY NAME

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HIGH IMPACT HIV PREVENTION SERVICES**

NDM/NCC

	<u>Budget Period</u> July 1, 2024 through June 30, 2025
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Travel	\$ 0
Supplies	\$ 0
Equipment	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of the Agreement, any changes to the above budget must be executed through a written Change Notice or amendment to the Agreement, 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 reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE __

AGENCY NAME

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HIGH IMPACT HIV PREVENTION SERVICES**

CDC

	<u>Budget Period</u> July 1, 2024 through <u>December 31, 2024</u>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Travel	\$ 0
Supplies	\$ 0
Equipment	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of the Agreement, any change to the above budget must be executed through a written Change Notice, or amendment to the Agreement, 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 reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE __

AGENCY NAME

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HIGH IMPACT HIV PREVENTION SERVICES**

CDC

	<u>Budget Period</u> January 1, 2025 through June 30, 2025
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Travel	\$ 0
Supplies	\$ 0
Equipment	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of the Agreement, any change to the above budget must be executed through a written Change Notice, or amendment to the Agreement A, 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 reimbursed in accordance with approved line-item detailed budgets.

Agency name

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# of

- 1. Agency Name: _____
- 2. Executive Director: _____
- 3. Address of Service Delivery Site: _____

4. In which Service Planning Area is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles |
| _____ Five: West Los Angeles | _____ Six: South Los Angeles |
| _____ Seven: East Los Angeles | _____ Eight: South Bay |

5. In which Supervisorial District is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Supervisor Solis | _____ Two: Supervisor Mitchell |
| _____ Three: Supervisor Horvath | _____ Four: Supervisor Hahn |
| _____ Five: Supervisor Barger | |

6. What percentage of your allocation is designated to this site? %

EXHIBIT X-X
 SCOPE OF WORK
 07/01/24 – 06/30/25

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among Gay Identified Men in Service Planning Areas (SPA) 5 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.0 By 06/30/25, a minimum of 900 Gay Identified Men will participate in an outreach encounter and a brief HIV risk assessment.</p> <p>Outreach encounters are between 5-10 minutes in length and should include a brief risk assessment that will assist the staff to provide client-centered linked referrals to HIV Testing Services (HTS), Pre-exposure Prophylaxis (PrEP), STD screening or testing, and other appropriate services.</p>	<p>1.1 Review and revise, as needed, outreach protocol, referral and linked referral protocol, and brief HIV risk assessment forms, and educational pamphlets. Protocol to include but not be limited to: understanding outreach and outreach in a scientific context, engagement strategies, cultural sensitivity, safety and awareness of environment, effective communication skills, health information and demonstration strategies, confidentiality and ethics, laws and regulations, burn out prevention and the Do's and Don'ts of outreach. Submit to Division of HIV and STD Programs (DHSP) for approval.</p> <p>1.2 Schedule outreach encounters and maintain a calendar with sites, dates, and times.</p> <p>1.3 Conduct outreach and brief HIV risk assessment maintain encounter logs including but not limited to: client identification information, sites, dates, demographic information, and materials presented.</p> <p>1A.1 Conduct outreach and maintain documentation of linked referrals provided. Documentation shall include, but not be limited to: client identification information, site, date, referral site, and verification of completed referral.</p>	<p>By 07/01/23</p> <p>07/01/23 and ongoing</p> <p>07/01/23 and ongoing</p> <p>07/01/23 and ongoing</p>	<p>1.1 Letter(s) of DHSP approval and materials will be kept on file.</p> <p>1.2 Documents will be kept on file and submitted with monthly reports to DHSP.</p> <p>1.3 Completed materials will be kept on file and number of participants documented in monthly reports to DHSP.</p> <p>1A.1 Completed materials will be kept in client charts and number of participants documented in monthly reports to DHSP.</p>

EXHIBIT X-X
 SCOPE OF WORK
 07/01/23 – 06/30/24

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among Gay Identified Men in Service Planning Areas (SPA) 5 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.0 By 06/30/25, a minimum of 135 Gay Identified Men will participate in at least two (2) individual health navigation sessions.</p> <p>Individual health navigation sessions must be face-to-face and at least 20 minutes in length focused on helping clients address risk taking behaviors identified during a risk assessment and provide them with skills to strengthen and manage barriers to accessing HIV testing, linkage to HIV medical care, STD screening and/or treatment and access to PrEP.</p> <p>2A.0 By 06/30/25, a minimum of 115 health navigation clients will complete a 30-day follow-up session.</p>	<p>2.1 Develop individual health navigation session protocol and forms to include, but not be limited to: client intake form (name or unique identifier, demographics etc.), risk assessment form, linked referral plan form, and progress notes. Submit to DHSP for approval.</p> <p>2.2 Schedule individual health navigation sessions and maintain a calendar of sites, dates, and times.</p> <p>2.3 Conduct individualized health navigation activities and obtain sign-in sheets.</p> <p>2A.1 Conduct follow-up session and document in client file, analyze results and submit findings to DHSP.</p>	<p>By 07/01/24</p> <p>07/01/24 and ongoing</p> <p>07/01/24 and ongoing</p> <p>07/01/24 and ongoing</p>	<p>2.1 Letter(s) of DHSP approval and materials will be kept on file.</p> <p>2.2 Documents will be kept on file and submitted in monthly reports to DHSP.</p> <p>2.3 Documents will be kept on file and submitted in monthly reports to DHSP.</p> <p>2A.1 Completed materials will be kept on file and results submitted to DHSP.</p>

EXHIBIT X-X
 SCOPE OF WORK
 07/01/24– 06/30/25

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among Gay Identified Men in Service Planning Areas (SPA) 5 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>3.0 By 06/30/25, in collaboration with DHSP, contractor will conduct face to face surveys with Gay Men who have been recently diagnosed with HIV or syphilis to identify risk factors and barriers to prevention and care services.</p>	<p>3.1 Staff attend training provided by DHSP on data collection and survey gathering.</p> <p>3.2 Schedule trainings maintain a calendar of sites, dates and times.</p>	<p>07/01/24 and ongoing</p>	<p>3.1 Letter(s) of DHSP approval and materials will be sent to the agency and a copy will be kept on file.</p> <p>3.2 Maintain training calendar on file and document trainings in monthly reports to DHSP.</p>
<p>4.0 By 06/30/25, contractor and partners will participate in all DHSP-sponsored quality assurance activities that include, but are not limited to secret shoppers, and client satisfaction surveys.</p>	<p>3.3 Conduct surveys and report finding to DHSP.</p> <p>4.1 Participate in quality assurance activity</p>	<p>07/01/24 and ongoing</p>	<p>3.3 Document quality assurance activities in monthly reports to DHSP.</p> <p>4.1 Completed materials will be kept on file and results documented in</p>
<p>5.0 By 06/30/25, conduct a minimum of two education/awareness activities related to the Ending the Epidemic.</p>	<p>5.1 Adopt Ending the Epidemic curriculum provided by DHSPs to conduct activities that include, but are not limited to: workshops, meetings, or social media messaging. Target audiences may include other community members and stakeholders to advance EHE efforts. Topics include, but are not limited to:</p> <ul style="list-style-type: none"> a. Overview of EHE initiative b. Basic HIV information and relevant data c. EHE initiative and Pillars d. HIV prevention and treatment education (e.g. PrEP, Undetectable = Untransmittable) e. Options for HIV testing f. Promotion and/or distribution of HIV testing and HIV home test kits 	<p>07/1/24 and ongoing</p>	<p>5.1 Document EHE activities in monthly reports to DHSP.</p>

<p>6.0 By 06/30/25, rapid HIV home test kits will be distributed to eligible clients as described in the agency's distribution plan</p>	<p>g. Promotion and/or distribution of free condoms h. Promotion of PrEP and PEP and locations on where the medication can be accessed</p> <p>5.2 Schedule activities, maintain calendar, and report data on monthly report to DHSP.</p> <p>6.1 Develop distribution plan that includes but is not limited to: how the availability of the kits will be promoted; identification of eligible clients, distribution of kits, follow up with clients who may need assistance. Submit to DHSP for approval</p>	<p>By 07/1/24 and ongoing</p>	<p>6.1 Distribute rapid home test kits and complete distribution log. Report numbers in monthly reports to DHSP</p>
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**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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 approval to execute amendments to six service contracts for the provision of Comprehensive Tobacco Control Services and delegated authority to execute amendments to the contracts that provide an increase or decrease in funding up to 100% above or below each contract's annual base maximum obligation.	
PROGRAM	CHRONIC DISEASE AND INJURY PREVENTION SERVICES (CDIP)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The term to be amended begins on July 1, 2024	
COST & FUNDING	Total cost: \$800,000	Funding source: California Department of Public Health/California Tobacco Control Program California Healthcare, Research, and Prevention Tax (Proposition 56).
	TERMS (if applicable): July 1, 2024, through June 30, 2025	
	Explanation: Approval of Recommendation will enable Public Health to continue the implementation of Policy Adoption Model (PAM)-based campaigns under three funding categories in eligible jurisdictions in LAC, as identified in Attachment A. The three funding categories are: 1) Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing; 2) Reduce Exposure to Secondhand Smoke in Multi-Unit Housing; and 3) Reduce Exposure to Secondhand Smoke in Outdoor Areas.	
PURPOSE OF REQUEST	Execute amendments to six service contracts for the provision of Comprehensive Tobacco Control Services to increase the contractual maximum obligation effective upon execution for the term of July 1, 2024, through June 30, 2025	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Public Health receives Proposition 56 funding from CDPH/CTCP to support tobacco control and prevention efforts in Los Angeles County (LAC). Following the lead of CDPH/CTCP, Public Health's Division of Chronic Disease and Injury Prevention Tobacco Control and Prevention Program has for years worked with contracted agencies to implement a Policy Adoption Model (PAM)-based campaign, targeting community-level social norms, in select jurisdictions in LAC in various funding categories.</p> <p>On August 9, 2022, Board approved the execution of seven new contracts for the provision of Comprehensive Tobacco Control Services to support Public Health's</p>	

	Tobacco Control and Prevention Program efforts in LAC. The seventh service contract was terminated so this request is to amend the six remaining service contracts.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Residents, community stakeholders, and community organizations are engaged to determine policy and program intervention.
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. It reduces environmental exposure that contributes to poor health outcomes such as exposure to secondhand smoke and addresses preventable chronic health conditions.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871, jbobrowsky@ph.lacounty.gov Tony Kuo, M.D., M.S.H.S. Director CDIP, (213) 351-7341, tkuo@ph.lacounty.gov Craig Kirkwood , Deputy County Counsel, (213) 974-1751 ckirkwood@counsel.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, Suite 806
Los Angeles, CA 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

June 4, 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 SIX SERVICE CONTRACTS FOR
THE PROVISION OF COMPREHENSIVE TOBACCO CONTROL SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute amendments to six service contracts for the provision of Comprehensive Tobacco Control Services to increase the contractual maximum obligation effective upon execution for the term of July 1, 2024, through June 30, 2025, (Term 3).

IT IS RECOMMENDED THAT YOUR BOARD:

1) Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute amendments, substantially similar to Exhibit I, to six Comprehensive Tobacco Control Services (CTCS) contracts, to increase the contractual maximum obligation by \$800,000 from \$800,000 to \$1,600,000, for the period of July 1, 2024, through June 30, 2025, increasing the total annual maximum obligation per funding category per contract by \$100,000, as detailed in Attachment A, 100 percent funded with the California Department of Public Health (CDPH)/California

Tobacco Control Program (CTCP) California Healthcare, Research, and Prevention Tax (Proposition 56).

2) Delegate authority to the Director of Public Health, or designee, to execute amendments to the contracts that provide an increase or decrease in funding up to 100% above or below each contract's annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term and make any corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Health receives Proposition 56 funding from CDPH/CTCP to support tobacco control and prevention efforts in Los Angeles County (LAC). Following the lead of CDPH/CTCP, Public Health's Division of Chronic Disease and Injury Prevention Tobacco Control and Prevention Program (TCPP) has worked with contracted agencies for years to implement a Policy Adoption Model (PAM)-based campaign, targeting community-level social norms, in select jurisdictions in LAC, in various funding categories. Public Health was notified by CDPH/CTCP of additional Proposition 56 funding for continued support of the TCPP to maintain and extend the TCPP contractors.

Approval of Recommendation 1 will allow Public Health to enhance implementation by increasing the number of deliverables of PAM-based campaigns under three funding categories in eligible jurisdictions in LAC, as identified in Attachment A. The three funding categories are: 1) Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing; 2) Reduce Exposure to Secondhand Smoke in Multi-Unit Housing; and, 3) Reduce Exposure to Secondhand Smoke in Outdoor Areas.

Public Health is returning to your Board to request approval to increase six of the seven existing CTCS contracts, as the additional funding exceeds our current authority to increase these contracts as approved by your Board on August 9, 2022; the remaining service contract was terminated and therefore is not included in this augmentation.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to provide an increase or decrease in funding up to 100% above or below each contract's annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term and make any corresponding service adjustments, as necessary.

Implementation of Strategic Goals

The recommended actions support North Star 1 Make Investments that transform lives – Focus Area Goal: Health Individuals and Families – Behavioral, Mental Health and Substance Use Disorder, and North Star 2, Public Health – Focus Area Goal: Public Health – Population Based Health.

FISCAL IMPACT/FINANCING

The total maximum obligation for the six contracts is being augmented by \$800,000 (\$100,000 per funding category per contract) thereby increasing the amount from \$800,000 to \$1,600,000 for the period of July 1, 2024, through June 30, 2025; 100 percent offset by CDPH/CTCP funding available through Proposition 56. Funding is included in Public Health's Recommended Budget for fiscal year (FY) 2024-25 and will be included in future FYs as necessary.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1990, Public Health TCPP has received funding from CDPH/CTCP for the provision of tobacco control and prevention services. Currently, CDPH/CTCP funding supports efforts to decrease exposure to environmental tobacco smoke, counter pro-tobacco influences, and provide media advocacy. The tobacco control plan for LAC, which was approved by CDPH/CTCP, specifies that Public Health contract with community-based agencies to provide services to reduce tobacco use through policy action and behavior change.

As required under Board Policy 5.120, your Board was notified on April 8, 2024, of Public Health's request to increase or decrease funding up to 100% above or below each contract's annual maximum obligation. This increase will allow Public Health to add deliverable items in the Scope of Work, include meetings related to community outreach, educational community meetings and presentations, coalition building meetings, and opinion surveys.

Exhibit I is the Contract amendment approved by County Counsel.

Attachment A identifies the six CTCS contractors and details the increases to the contracts.

CONTRACTING PROCESS

On August 9, 2022, your Board approved the execution of seven competitively solicited service contracts for the term of August 10, 2022, through June 30, 2025, to provide tobacco control services in LAC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue and expand tobacco control and prevention efforts throughout LAC.

Respectfully submitted,

The Honorable Board of Supervisors
June 4, 2024
Page 4

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

BF:gs
#07558

Enclosures

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

**Comprehensive Tobacco Control Services in Los Angeles County
Funding Increase: July 1, 2024 through June 30, 2025**

	Agency		Funding Category 1: Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing	Funding Category 2: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing	Funding Category 3: Reduce Exposure to Secondhand Smoke in Outdoor Areas	Contract Amount for Period 1: August 10, 2022 – June 30, 2023	Contract Amount for Period 2: July 1, 2023 – June 30, 2024	Contract Amount for Period 3: July 1, 2024 – June 30, 2025	Proposed Contract Amount for Period 3: July 1, 2024 – June 30, 2025	Amount of Increase
1	Los Angeles County – University of Southern California Medical Center Foundation	PH-004931	X			\$200,000	\$200,000	\$100,000	\$200,000	\$100,000
					X	\$200,000	\$200,000	\$100,000	\$200,000	\$100,000
2	The Youth Leadership Institute	PH-004920	X			\$200,000	\$200,000	\$100,000	\$200,000	\$100,000
3	Institute for Public Strategies	PH-004930		X		\$200,000	\$200,000	\$100,000	\$200,000	\$100,000
					X	\$200,000	\$200,000	\$100,000	\$200,000	\$100,000
4	National Asian Pacific American Families Against Substance Abuse	PH-004922			X	\$200,000	\$200,000	\$100,000	\$200,000	\$100,000
5	Behavioral Health Services	PH-004929			X	\$200,000	\$200,000	\$100,000	\$200,000	\$100,000
6	Day One	PH-004921	X			\$200,000	\$200,000	\$100,000	\$200,000	\$100,000
								TOTALS	\$1,600,000	\$800,000

Amendment No. X

**DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES
IN LOS ANGELES COUNTY**

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CONTRACTOR
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
CONTRACT" dated MONTH XX, 20xx, and further identified as Contract No. PH-
00xxxx, and any amendments thereto (all hereafter collectively referred to as
"Contract"); and

WHEREAS, on June 4, 2024, the Board delegated authority for the County's
Director of the Department of Public Health (Public Health), or duly authorized
designee to increase the total annual maximum obligation of the Contract; and

WHEREAS, County has been allocated funds from California Department of
Public Health, Tobacco Control Program ("CDPH/CTCP") of which a portion has been
designated to support tobacco education services ; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to
increase the maximum obligation for the period of July 1, 2024, through June 30, 2025,
and make other hereafter designated changes; 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; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective upon execution for the period July 1, 2024, through June 30, 2025.

2. Exhibit B, Scope of Work, is deleted in its entirety and replaced with Exhibit B.1, Scope of Work, attached hereto and incorporated herein by reference. All references in the Contract to Exhibit B, Scope of Work, are deemed amended to state "Exhibit B.1, Scope of Work."

3. Exhibit C-3.X, Budget, is deleted in its entirety and replaced with Exhibit C-3.X, Budget, attached hereto and incorporated herein by reference. All references in the Contract to Exhibit C-3.X, Budget, are deemed amended to state "Exhibit C-3.X, Budget."

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

"C. For the period from July 1, 2024, through June 30, 2025, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Thousand Dollars (\$200,000), as set forth in Exhibit C-3.X, attached hereto and incorporated herein by reference."

5. Paragraph 36, CONSIDERATION OF HIRING GAIN/GROW

PARTICIPANTS, is deleted in its entirety and replaced as follows:

“36. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or 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. Contractor 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 must be given first priority.”

6. Paragraph 64, PUBLIC RECORDS ACT, is deleted in its entirety and replaced as follows:

“64. 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."

7. Paragraph 74, TERMINATION FOR DEFAULT, is deleted in its entirety and replaced as follows:

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

A. Contractor has materially breached this Contract; or

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

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

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

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

contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

8. Paragraph 86, COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL, is deleted in its entirety.

9. Except for the changes set forth hereinabove, all terms and conditions of the Contract shall remain the same.

/

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

BL #07558:gs

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing
 SCOPE OF WORK
 August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
Phase 1: Community Assessment		
1.1 Part 1- Complete a Jurisdiction Selection Form that identifies: <ol style="list-style-type: none"> 1. The Funding Category, 2. The Eligible Jurisdiction, The policy provisions where the PAM-based policy campaign will be implemented [including all 15 required primary policy provisions]. Part 2 - Complete a personnel worksheet to identify the staff working on the project.	<ul style="list-style-type: none"> • Completed Jurisdiction Selection Form and completed personnel worksheet (on file). 	August 10, 2022
1.2 Complete a minimum of 5 Public Health data collection trainings (minimum 3 hours each) for all evaluation activities, including public opinion surveys, media record reviews, policy record reviews, key informant interviews, youth purchase surveys, and outcome surveys.	<ul style="list-style-type: none"> • Agendas • Document on Monthly Report 	August 10, 2022 – May 31, 2023
1.3 Conduct a minimum of 500 – 1,000 public opinion surveys of constituents to gauge support for the policy campaign.	<ul style="list-style-type: none"> • Completed public opinion surveys submitted electronically for quality assurance check and approval. • Monthly Tracking Form • Document on Monthly Report 	August 10, 2022 – February 29, 2024
1.4 Conduct a minimum of 3 Public Health approved pre-policy adoption key informant interviews to gauge support among decision makers and city/county staff for the policy campaign.	<ul style="list-style-type: none"> • Completed pre-policy key informant interviews submitted electronically for approval. • Approval Email • Document on Monthly Report 	August 10, 2022 – August 30, 2023

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing
 SCOPE OF WORK

August 10, 2022, through June 30, 2025

Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
1.5 Conduct a total of 3 policy record reviews (one (1) per year) to gauge policy support/opposition.	<ul style="list-style-type: none"> • Completed policy record review form and supporting documents submitted electronically for approval. • Approval Email • Document on Monthly Report 	August 10, 2022 – June 30, 2025
1.6 Conduct a total of 3-6 media record reviews (1 minimum per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition.	<ul style="list-style-type: none"> • Completed media record review form and supporting documents submitted electronically for approval. • Approval Email • Document on Monthly Report 	August 10, 2022 – June 30, 2025
1.7 Conduct 2-6 young adult purchase survey protocol trainings (minimum 3 hours) to a group of volunteer peer outreach workers and/or agency staff.	<ul style="list-style-type: none"> • Sign-in sheets • Document on Monthly Report 	August 10, 2022 – April 30, 2024
1.8 Complete 2-3 waves of pre-policy tobacco retailer store checklists to assess the various types of tobacco products and electronic smoking devices, observed before policy implementation.	<ul style="list-style-type: none"> • Verified store checklist submitted electronically for approval. • Approval Email • Document on Monthly Report 	August 10, 2022 – June 30, 2023
1.9 Conduct 2-6 waves of pre-policy young adult purchase surveys of tobacco retailers to assess willingness of retailers to sell tobacco products to underage individuals observed before policy implementation.	<ul style="list-style-type: none"> • Sign-in sheets • Completed young adult purchase surveys submitted electronically for quality assurance check and approval. • Approval Email • Document on Monthly Report 	August 10, 2022 – May 31, 2024
Phase 2: Policy Campaign Strategy		

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing
 SCOPE OF WORK
 August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
2.1 Attend Part 1 of a Public Health approved strategy chart training and complete required homework assignment.	<ul style="list-style-type: none"> • Document on Monthly Report 	September 1, 2022
2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented.	<ul style="list-style-type: none"> • Approved Strategy Chart and Homework • Approval Email • Document on Monthly Report 	September 30, 2022
2.3 Complete and submit approved Strategy Chart updates.	<ul style="list-style-type: none"> • Complete and submit approved Strategy Chart updates. • Narrative Summary • Approval Email • Document on Monthly Report 	November 1, 2023; and November 1, 2024;
Phase 3: Coalition Building/Broadening		
3.1 Conduct a minimum of 75-100 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign.	<ul style="list-style-type: none"> • Document on Monthly Report 	August 1, 2023 – December 31, 2024
3.2 Participate in a minimum of 15-25 Public Health approved community events to gain community support for the policy campaign.	<ul style="list-style-type: none"> • Event announcement/flyer • Photos • Document on Monthly Report 	August 1, 2023 – December 31, 2024
3.3 Conduct a minimum of 15-25 Public Health approved educational presentations at group meetings to gain community support for the policy campaign.	<ul style="list-style-type: none"> • Agenda • List of materials • Sign-in sheet (on file) • Document on Monthly Report 	August 1, 2023 – December 31, 2024

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing
 SCOPE OF WORK
 August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
3.4 Facilitate a minimum of 30-35 local coalition meetings to implement the policy campaign.	<ul style="list-style-type: none"> • Meeting announcement • Agenda • Sign-in sheet • List of materials • Meeting minutes (on file) • Document on Monthly Report 	August 1, 2023 – June 30, 2025
3.5 Prepare and place at least 3-6 paid ads in a local newspaper (including online platforms) to gain support and provide education about the local policy campaign.	<ul style="list-style-type: none"> • Copies of published ads • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.6 Announce and host at least 1-3 townhall events to gain support and provide education about the local policy campaign.	<ul style="list-style-type: none"> • Copies of flyer/announcement and presentation slides • Sign-in sheet • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.7 Implement a petition to gain support for the local policy campaign.	<ul style="list-style-type: none"> • Copy of completed petition (on file) • Copy of petition form 	August 1, 2023 – December 31, 2024
3.8 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report 	August 1, 2023 – December 31, 2024
Phase 4: Policy Campaign Implementation		
4.1 Organize and facilitate a minimum of 12-15 one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city	<ul style="list-style-type: none"> • Document on Monthly Report • Decision Maker Kit Content List 	April 3, 2024 – December 31, 2024

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing
 SCOPE OF WORK
 August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
clerks, etc.) to provide education and information regarding the policy issue.		
4.2 Provide a minimum of 6-9 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy issue and data collected.	<ul style="list-style-type: none"> • Agenda • Presentation • Photos • Decision Maker Kit Content List • List of Materials • Document on Monthly Report 	April 3, 2024 – December 31, 2024
4.3 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report 	April 3, 2024 – December 31, 2024
Phase 5: Policy Implementation and Enforcement		
5.1 Conduct a minimum of 3-5 Public Health approved post-policy adoption key informant interviews to assess implementation and enforcement of the policy.	<ul style="list-style-type: none"> • Completed post-policy key informant interviews submitted electronically for approval. • Approval Email • Document on Monthly Report 	January 1, 2025 – June 30, 2025
5.2 Conduct 1-3 young adult purchase survey protocol trainings (minimum three (3) hours) to a group of volunteer peer outreach workers and/or agency staff.	<ul style="list-style-type: none"> • Sign-in sheets • Document on Monthly Report • 	January 1, 2025 – June 30, 2025
5.3 Complete 1-3 waves of post-policy tobacco retailer store checklists to assess the various types of tobacco products and electronic smoking devices observed after policy implementation.	<ul style="list-style-type: none"> • Verified store checklist submitted electronically for approval. • Approval Email • Document on Monthly Report 	January 1, 2025 – June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing
 SCOPE OF WORK
 August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
5.4 Conduct 1-3 waves of post-policy young adult purchase surveys of tobacco retailers to assess willingness of retailers to sell tobacco products to underage individuals observed after policy implementation.	<ul style="list-style-type: none"> • Sign-in sheets • Completed young adult purchase surveys submitted electronically for quality assurance check and approval. • Approval Email • Document on Monthly Report 	January 1, 2025 – June 30, 2025
5.5 Facilitate a minimum of 4-6 local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> • Meeting announcement • Agenda • Sign-in sheet • List of Materials • Meeting minutes (on file) • Document on Monthly 	January 1, 2025 – June 30, 2025
5.6 Organize and facilitate a minimum of 4-6 one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> • Document on Monthly Report • Decision Maker Kit Content List 	January 1, 2025 – June 30, 2025
5.7 Conduct a minimum of 5-7 Public Health approved educational presentations at group meetings regarding the adopted policy.	<ul style="list-style-type: none"> • Agenda • Presentation • Photos • Document on Monthly Report • 	January 1, 2025 – June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing
 SCOPE OF WORK

August 10, 2022, through June 30, 2025

Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
5.8 Provide a minimum of 2-4 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy.	<ul style="list-style-type: none"> • Agenda • Presentation • Photos • List of Materials • Document on Monthly Report 	January 1, 2025 – June 30, 2025
5.9 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report • Document on Monthly Report 	January 1, 2025 – June 30, 2025
Support Activities		
S.1 Participate in Public Health approved meetings and trainings, e.g.: <ol style="list-style-type: none"> 1. Monthly Task Force meetings (mandated) 2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated) 3. New Contractor Orientation Training (mandated) 4. Meetings with community-based organizations or other stakeholder groups for networking purposes (recommended) 5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended) 	<ul style="list-style-type: none"> • Document on Monthly Report 	August 10, 2022 – June 30, 2025
S.2 Participate in Public Health approved trainings and conferences (e.g., Capitol Information & Education	<ul style="list-style-type: none"> • Agenda or Conference Brochure • For conferences include: 	August 10, 2022 – June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: Tobacco Retail Licensing
 SCOPE OF WORK
 August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
Days, Youth Quest, etc.) that require travel to Sacramento, California.	<ul style="list-style-type: none"> ○ Copy of conference paid invoice registration receipt for each participant. ○ Copy of hotel paid invoice receipt for each participant. ○ Copy of airline paid invoice receipt for each participant. ● Document on Monthly Report 	
S.3 Meet with Public Health staff for technical assistance.	<ul style="list-style-type: none"> ● Document on Monthly Report 	August 10, 2022 – June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
Phase 1: Community Assessment		
1.1 Part 1- Complete a Jurisdiction Selection Form that identifies: <ol style="list-style-type: none"> 1. The Funding Category, 2. The Eligible Jurisdiction, 3. The policy provisions where the PAM-based policy campaign will be implemented [including the 11 primary policy provisions]. Part 2 - Complete a personnel worksheet to identify the staff working on the project.	<ul style="list-style-type: none"> • Completed Jurisdiction Selection Form and completed personnel worksheet (on file). 	August 10, 2022
1.2 Complete a minimum of 5 Public Health data collection trainings (minimum 3 hours each) for all evaluation activities, including public opinion surveys, media activity reviews, policy record reviews, key informant interviews, and outcome surveys.	<ul style="list-style-type: none"> • Agendas • Document on Monthly Report 	August 10, 2022 - May 31, 2023
1.3 Conduct a minimum of 475-550 public opinion surveys of constituents to gauge support for the policy campaign.	<ul style="list-style-type: none"> • Completed public opinion surveys submitted electronically for quality assurance check and approval. • Monthly Tracking Form • Document on Monthly Report 	August 10, 2022 – February 29, 2024
1.4 Conduct a minimum of 25-150 public opinion surveys of constituents from multi-unit housing (e.g., landlords, property managers, etc.) to gauge support for the policy campaign.	<ul style="list-style-type: none"> • Completed public opinion surveys submitted electronically for quality assurance check and approval. • Monthly Tracking Form 	August 10, 2022 - August 31, 2024

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
	<ul style="list-style-type: none"> Document on Monthly Report 	
1.5 Conduct a minimum of 6-9 Public Health approved pre-policy adoption key informant interviews (a minimum of 3 with landlords and 3 with community stakeholders) to gauge support among decision makers and city/county staff for the policy campaign.	<ul style="list-style-type: none"> Completed pre-policy key informant interviews submitted electronically for approval. Approval Email Document on Monthly Report 	August 10, 2022 – April 30, 2024
1.6 Conduct a total of 3-6 policy record reviews (1 per year) to gauge policy support/opposition.	<ul style="list-style-type: none"> Completed policy record review form and supporting documents submitted electronically for approval. Approval Email Document on Monthly Report 	August 10, 2022 - June 30, 2025
1.7 Conduct a total of 3 media activity reviews (1 per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition.	<ul style="list-style-type: none"> Completed media activity review form and supporting documents submitted electronically for approval. Approval Email Document on Monthly Report 	August 10, 2022 - June 30, 2025
1.8 Complete pre-policy multi-unit housing observation survey to document outcome measures (e.g., presence of “no smoking” signage, tobacco-related litter, smokers, etc.) observed after adoption of the policy.	<ul style="list-style-type: none"> Verified multi-unit housing checklist, completed site observation survey submitted electronically for quality assurance check and approval. 	August 10, 2022 – October 31, 2024
Phase 2: Policy Campaign Strategy		
2.1 Attend Part 1 of a Public Health approved strategy chart training and complete required homework assignment.	<ul style="list-style-type: none"> Document on Monthly Report 	September 1, 2022

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented.	<ul style="list-style-type: none"> • Approved Strategy Chart and Homework • Approval Email • Document on Monthly Report 	October 1, 2022
2.3 Complete and submit approved Strategy Chart updates.	<ul style="list-style-type: none"> • Complete and submit approved Strategy Chart updates. • Narrative Summary • Approval Email • Document on Monthly Report 	November 1, 2023; and November 1, 2024;
Phase 3: Coalition Building/Broadening		
3.1 Conduct a minimum of 75-100 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth, and health advocates) to the policy campaign.	<ul style="list-style-type: none"> • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.2 Participate in a minimum of 15-20 Public Health approved community events to gain community support for the policy campaign.	<ul style="list-style-type: none"> • Event announcement/flyer • Photos • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.3 Conduct a minimum of 15-20 Public Health approved educational presentations at group meetings to gain community support for the policy campaign.	<ul style="list-style-type: none"> • Agenda • List of materials • Sign-in sheet (on file) • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.4 Facilitate a minimum of 30-35 local coalition meetings to implement the policy campaign.	<ul style="list-style-type: none"> • Meeting announcement • Agenda 	August 1, 2023 - June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
	<ul style="list-style-type: none"> • Sign-in sheet • List of materials • Meeting minutes (on file) • Document on Monthly Report 	
3.5 Prepare and place at least 3-7 paid ads in a local newspaper, (including online platforms), to gain support and provide education about the local policy campaign.	<ul style="list-style-type: none"> • Copies of published ads • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.6 Announce and host at least 1-3 townhall events to gain support and provide education about the local policy campaign.	<ul style="list-style-type: none"> • Copies of flyer/announcement and presentation slides • Sign-in sheet • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.7 Implement a petition to gain support for the local policy campaign.	<ul style="list-style-type: none"> • Copy of completed petition (on file) • Copy of petition form 	August 1, 2023 - December 31, 2024
3.8 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report 	August 1, 2023 – December 31, 2024
Phase 4: Policy Campaign Implementation		
4.1 Organize and facilitate a minimum of 12-16 one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.) to	<ul style="list-style-type: none"> • Document on Monthly Report • Decision Maker Kit Content List 	April 3, 2024 - December 31, 2024

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
provide education and information regarding the policy issue.		
4.2 Provide a minimum of 6-9 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy issue and data collected.	<ul style="list-style-type: none"> • Agenda • Presentation • Photos • Decision Maker Kit Content List • List of materials • Document on Monthly Report 	April 3, 2024 - December 31, 2024
4.3 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report 	April 3, 2024 - December 31, 2024
Phase 5: Policy Implementation and Enforcement		
5.1 Conduct a minimum of 3-5 Public Health approved post-policy adoption key informant interviews to assess implementation and enforcement of the policy.	<ul style="list-style-type: none"> • Completed post-policy key informant interviews submitted electronically for approval. • Approval Email • Document on Monthly Report 	January 1, 2025 – June 30, 2025
5.2 Facilitate a minimum of 4-6 local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> • Meeting announcement • Agenda • Sign-in sheet • List of materials • Meeting minutes (on file) • Document on Monthly Report 	January 1, 2025 – June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
5.3 Complete post-policy multi-unit housing observation survey to document outcome measures, (e.g., presence of “no smoking” signage, tobacco-related litter, smokers, etc.), observed after adoption of the policy.	<ul style="list-style-type: none"> • Verified multi-unit housing checklist, completed site observation survey submitted electronically for quality assurance check and approval. • Approval email • Monthly Tracking Form • Document on Monthly Report 	January 1, 2025 – June 30, 2025
5.4 Organize and facilitate a minimum of 4-7 one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> • Document on Monthly Report • Decision Maker Kit Content List • Document on Monthly Report 	January 1, 2025 – June 30, 2025
5.5 Conduct a minimum of 5-7 Public Health approved educational presentations at group meetings regarding the adopted policy.	<ul style="list-style-type: none"> • Agenda • List of materials • Sign-in sheet (on file) • Document on Monthly Report 	January 1, 2025 – June 30, 2025
5.6 Provide a minimum of 2-4 educational presentations at public hearings, (e.g., city council meetings and commissions), regarding the adopted policy.	<ul style="list-style-type: none"> • Agenda • Presentation • Photos • List of materials • Document on Monthly Report 	January 1, 2025 – June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing

SCOPE OF WORK

August 10, 2022, through June 30, 2025

Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
5.7 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report • Document on Monthly Report 	January 1, 2025 – June 30, 2025
Support Activities		
S.1 Participate in Public Health approved meetings and trainings, e.g.: <ol style="list-style-type: none"> 1. Monthly Task Force meetings (mandated) 2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated) 3. New Contractor Orientation Training (mandated) 	<ul style="list-style-type: none"> • Document on Monthly Report 	August 10, 2022– June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing

SCOPE OF WORK

August 10, 2022, through June 30, 2025

Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
4. Meetings with community-based organizations or other stakeholder groups for networking purposes (recommended) 5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended)		
S.2 Participate in Public Health approved trainings and conferences (e.g., Capitol Information & Education Days, Youth Quest, etc.) that require travel to Sacramento, California.	<ul style="list-style-type: none"> • Agenda or Conference Brochure • For conferences include: <ul style="list-style-type: none"> ○ Copy of conference paid invoice registration receipt for each participant. ○ Copy of hotel paid invoice receipt for each participant. ○ Copy of airline paid invoice receipt for each participant. • Document on Monthly Report 	August 10, 2022– June 30, 2025
S.3 Meet with Public Health staff for technical assistance.	<ul style="list-style-type: none"> • Document on Monthly Report 	August 10, 2022 – June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK
 August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
Phase 1: Community Assessment		
1.1 Part 1- Complete a Jurisdiction Selection Form that identifies: <ol style="list-style-type: none"> 1. The Funding Category, 2. The Eligible Jurisdiction, 3. The policy provisions where the PAM-based policy campaign will be implemented [including the five (5) primary and four (4) secondary policy provisions]. Part 2- Complete a personnel worksheet to identify the staff working on the project.	<ul style="list-style-type: none"> • Completed Jurisdiction Selection Form and completed personnel worksheet (on file). 	August 10, 2022
1.2 Complete a minimum of 5 Public Health data collection trainings (minimum 3 hours each) for all evaluation activities, including public opinion surveys, media activity reviews, policy record reviews, key informant interviews, and outcome surveys.	<ul style="list-style-type: none"> • Agendas • Document on Monthly Report 	August 10, 2022 - May 31, 2023
1.3 Conduct a minimum of 475-550 public opinion surveys of constituents to gauge support for the policy campaign.	<ul style="list-style-type: none"> • Completed public opinion surveys submitted electronically for quality assurance check and approval. • Monthly Tracking Form • Document on Monthly Report 	August 10, 2022 – February 29, 2024

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK
 August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
1.4 Conduct a minimum of 25-150 public opinion surveys of constituents from dining establishments (e.g., restaurant owners, employees) to gauge support for the policy campaign.	<ul style="list-style-type: none"> • Completed public opinion surveys submitted electronically for quality assurance check and approval. • Monthly Tracking Form • Document on Monthly Report 	August 10, 2022 - June 30, 2024
1.5 Conduct a minimum of 3 Public Health approved pre-policy adoption key informant interviews to gauge support among decision makers and city/county staff for the policy campaign.	<ul style="list-style-type: none"> • Completed pre-policy key informant interviews submitted electronically for approval. • Approval Email • Document on Monthly Report 	August 10, 2022 – August 31, 2023
1.6 Conduct a total of 3-6 policy record reviews (1 per year) to gauge policy support/opposition.	<ul style="list-style-type: none"> • Completed policy record review form and supporting documents submitted electronically for approval. • Approval Email • Document on Monthly Report 	August 10, 2022 - June 30, 2025
1.7 Conduct a total of 3-6 media activity reviews (1 per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition.	<ul style="list-style-type: none"> • Completed media activity review form and supporting documents submitted electronically for approval. • Approval Email • Document on Monthly Report 	August 10, 2022 - June 30, 2025
1.8 Conduct a recreational and non-recreational area site observation survey protocol training (minimum 3 hours) to a	<ul style="list-style-type: none"> • Sign-in sheets • Document on Monthly Report 	August 10, 2022 – March 29, 2024

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
group of volunteer peer outreach workers and/or agency staff (minimum of 10 participants).		
1.9 Complete pre-policy recreational and non-recreational area site observation survey to document outcome measures (e.g., presence of “no smoking” signage, tobacco-related litter, smokers, etc.) observed before adoption of the policy.	<ul style="list-style-type: none"> • Verified recreational area checklist, completed site observation survey submitted electronically for quality assurance check and approval. • Approval Email • Monthly Tracking Form • Document on Monthly Report 	August 10, 2022 – October 31, 2024
Phase 2: Policy Campaign Strategy		
2.1 Attend Part 1 of a Public Health approved strategy chart training and complete required homework assignment.	<ul style="list-style-type: none"> • Document on Monthly Report 	September 1, 2022
2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented.	<ul style="list-style-type: none"> • Approved Strategy Chart and Homework • Approval Email • Document on Monthly Report 	September 30, 2022
2.3 Complete and submit approved Strategy Chart updates.	<ul style="list-style-type: none"> • Complete and submit approved Strategy Chart updates. • Narrative Summary • Approval Email • Document on Monthly Report 	November 1, 2023; and November 1, 2024

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

Phase 3: Coalition Building/Broadening		
3.1 Conduct a minimum of 75-100 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign.	<ul style="list-style-type: none"> • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.2 Participate in a minimum of 15-25 Public Health approved community events to gain community support for the policy campaign.	<ul style="list-style-type: none"> • Event announcement/flyer • Photos • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.3 Conduct a minimum of 15-25 Public Health approved educational presentations at group meetings to gain community support for the policy campaign.	<ul style="list-style-type: none"> • Agenda • List of materials • Sign-in sheet (on file) • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.4 Facilitate a minimum of 30-35 local coalition meetings to implement the policy campaign.	<ul style="list-style-type: none"> • Meeting announcement • Agenda • Sign-in sheet • List of materials • Meeting minutes (on file) • Document on Monthly Report 	August 1, 2023 - June 30, 2025
3.5 Prepare and place at least three to 3-6 paid ads in a local newspaper (including online platforms) to gain support and provide education about the local policy campaign.	<ul style="list-style-type: none"> • Copies of published ads • Document on Monthly Report 	August 1, 2023 - December 31, 2024
3.6 Announce and host at least one to 1-3 townhall events to gain support and provide education about the local policy campaign.	<ul style="list-style-type: none"> • Copies of flyer/announcement and presentation slides • Sign-in sheet 	August 1, 2023 – December 31, 2024

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

	<ul style="list-style-type: none"> • Document on Monthly Report 	
3.7 Implement a petition to gain support for the local policy campaign.	<ul style="list-style-type: none"> • Copy of completed petition (on file) • Copy of petition form 	August 1, 2023 – December 31, 2024
3.8 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report 	August 1, 2023 – December 31, 2024
Phase 4: Policy Campaign Implementation		
4.1 Organize and facilitate a minimum of 12-15 one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.) to provide education and information regarding the policy issue.	<ul style="list-style-type: none"> • Document on Monthly Report • Decision Maker Kit Content List 	April 3, 2024 - December 31, 2024
4.2 Provide a minimum of 6-9 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy issue and data collected.	<ul style="list-style-type: none"> • Agenda • Presentation • Photos • Decision Maker Kit Content List • List of materials • Document on Monthly Report 	April 3, 2024 - December 31, 2024
4.3 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report 	April 3, 2024 - December 31, 2024

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

Phase 5: Policy Implementation and Enforcement		
5.1 Conduct a minimum of 3-5 Public Health approved post-policy adoption key informant interviews to assess implementation and enforcement of the policy.	<ul style="list-style-type: none"> • Completed post-policy key informant interviews submitted electronically for approval. • Approval Email • Document on Monthly Report 	January 1, 2025 – June 30, 2025
5.2 Facilitate a minimum of 4-6 local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> • Meeting announcement • Agenda • Sign-in sheet • List of materials • Meeting minutes (on file) • Document on Monthly Report 	January 1, 2025 – June 30, 2025
5.3 Complete post-policy recreational and non-recreational area site observation survey to document outcome measures (e.g., presence of “no smoking” signage, tobacco-related litter, smokers, etc.) observed after adoption of the policy.	<ul style="list-style-type: none"> • Verified recreational area checklist, completed site observation survey submitted electronically for quality assurance check and approval. • Approval Email • Monthly Tracking Form • Document on Monthly Report 	January 1, 2025 – June 30, 2025
5.4 Organize and facilitate a minimum of 4-6 one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> • Document on Monthly Report • Decision Maker Kit Content List 	January 1, 2025 – June 30, 2025
5.5 Conduct a minimum of 5-7- Public Health approved educational presentations at group meetings regarding the adopted policy.	<ul style="list-style-type: none"> • Agenda • List of materials • Sign-in sheet (on file) • Document on Monthly Report 	January 1, 2025 - June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK

August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

<p>5.6 Provide a minimum of 2-4 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy.</p>	<ul style="list-style-type: none"> • Agenda • Presentation • Photos • List of materials • Document on Monthly Report 	<p style="text-align: center;">January 1, 2025 – June 30, 2025</p>
<p>5.7 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.</p>	<ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report • Document on Monthly Report 	<p style="text-align: center;">January 1, 2025 – June 30, 2025</p>
Support Activities		
<p>S.1 Participate in Public Health approved meetings and trainings, e.g.:</p> <ol style="list-style-type: none"> 1. Monthly Task Force meetings (mandated) 2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated) 3. New Contractor Orientation Training (mandated) 4. Meetings with community-based organizations or other stakeholder groups for networking purposes (recommended) 5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended) 	<ul style="list-style-type: none"> • Document on Monthly Report 	<p style="text-align: center;">August 10, 2022 – June 30, 2025</p>
<p>S.2 Participate in Public Health approved trainings and conferences (e.g., Capitol Information & Education Days, Youth Quest, etc.) that require travel to Sacramento, California.</p>	<ul style="list-style-type: none"> • Agenda or Conference Brochure • For conferences include: <ul style="list-style-type: none"> ○ Copy of conference paid invoice registration receipt for each participant. ○ Copy of hotel paid invoice receipt for each participant. 	<p style="text-align: center;">August 10, 2022– June 30, 2025</p>

Note: All Activities must follow a Public Health approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK
 August 10, 2022, through June 30, 2025
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

	<ul style="list-style-type: none"> ○ Copy of airline paid invoice receipt for each participant. ● Document on Monthly Report 	
S.3 Meet with Public Health staff for technical assistance.	<ul style="list-style-type: none"> ● Document on Monthly Report 	August 10, 2022 – June 30, 2025

Note: All Activities must follow a Public Health approved protocol.

**County of Los Angeles - Department of Public Health
 Division of Chronic Disease and Injury Prevention
 Comprehensive Tobacco Control Services in Los Angeles County**

FUNDING CATEGORY NAME

CONTRACTOR

Period: July 1, 2024 through June 30, 2025

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Operating Expenses	\$ -
Equipment	\$ -
Travel & Mileage	\$ -
Other Costs	\$ -
Indirect Costs	\$ -
Total Program Budget	\$ -

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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	
SUBJECT	APPROVAL TO AMEND CONTRACT NUMBER PH-003642 WITH SUPERIOR SCIENTIFIC, INC. AS A SOLE SOURCE TO EXTEND THE TERM EFFECTIVE JULY 1, 2024 THROUGH DECEMBER 31, 2024	
PROGRAM	Public Health Community Health Services (CHS) and Public Health Laboratory (PHL)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Contract Number PH-003642 was previously solicited in 2018 but is now identified as a sole source contract. Board approval to extend the contract term is needed for the continuation of services during the time required to complete a solicitation for replacement services.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Contract Number PH-003642 expires on June 30, 2024	
COST & FUNDING	Total cost: Not to exceed \$64,105	Funding source: Net County Costs
	TERMS (if applicable): July 1, 2024 through December 31, 2024	
	Explanation: Funding will support the purchase continuation of laboratory and clinic equipment and medical device maintenance, calibration, and repair services for Public Health CHS public health centers and PHL.	
PURPOSE OF REQUEST	<ol style="list-style-type: none"> Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute an amendment to Contract Number PH-003642 with Superior Scientific, Inc. (Superior) as a sole source for the continued provision of Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services, substantially similar to Exhibit I, to extend the term effective July 1, 2024 through December 31, 2024, in the amount of \$64,105; 100 percent funded by net County costs (NCC). Delegate authority to the Director of Public Health, or designee, to execute an amendment that extend the term for an additional six months through June 30, 2025, 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; add or delete public health facilities, as needed, to be determined by the Director of Public Health; provide an increase or decrease in funding up to 10 percent above or below the annual base maximum obligation to add, replace, or delete laboratory and clinic equipment and medical devices, and 	

	<p>make corresponding service adjustments as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.</p> <ol style="list-style-type: none"> 3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract that authorize revisions to the list of equipment and/or medical devices that do not change the maximum obligation, and changes to scheduled services' frequency, hours, and/or service locations. 4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the contract upon issuing a written notice if Superior fails to perform and/or fully comply with program requirements, and terminate the contract for convenience by providing a 30-calendar day advance written notice to Superior.
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>Public Health's CHS provides clinical services, conducts surveillance and medical case management of reportable communicable diseases, contains the spread of communicable diseases, and provides numerous outreach activities to engage the community as active participants to improve the health of residents. CHS public health centers provide these services for free or low-cost to those with no insurance or no regular health care provider.</p> <p>PHL is a specially licensed laboratory responsible for supporting all disease control and environmental health activities within Public Health's programs and services. PHL provides laboratory services for CHS, County hospitals and clinics, and private health care providers, as well other services associated with environmental and veterinary health.</p> <p>Authorization to amend Contract Number PH-003642 to extend the contract term will allow for the continuation of laboratory and clinic equipment and medical device maintenance, calibration, and repair services for CHS public health centers and the PHL while a new solicitation is being completed. These services are essential to ensure that equipment is maintained appropriately to prevent impacts on patient services should equipment fail or malfunction, and for the safety of patients and staff.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: The recommended actions support North Star 2, Foster Vibrant and Resilient Communities, Public Health, of the County's Strategic Plan. Properly maintained laboratory and clinic equipment will allow Public Health to continue providing services that contain the spread of communicable diseases within the community and improve the health of residents.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <ol style="list-style-type: none"> 1. Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, jbobrowsky@ph.lacounty.gov 2. Nicole Green, PhD., D(ABMM), Public Health Laboratories Director, Public Health, (562) 658-1352, nicgreent@ph.lacounty.gov 3. Emily Issa, Senior Deputy County Counsel, County Counsel (213) 974-1827, EIssa@counsel.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

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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

June 4, 2024

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

Dear Supervisors:

**APPROVAL TO EXECUTE A SOLE SOURCE AMENDMENT TO CONTRACT
NUMBER PH-003642 WITH SUPERIOR SCIENTIFIC, INC. TO EXTEND THE TERM
THROUGH DECEMBER 31, 2024
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute a sole source amendment to Contract Number PH-003642 with Superior Scientific, Inc. for the provision of laboratory and clinic equipment and medical device maintenance, calibration, and repair services to extend the term through December 31, 2024, and delegated authority to extend through June 30, 2025.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a sole source amendment to Contract Number PH-003642 with Superior Scientific, Inc. (Superior) for the continued provision of laboratory and clinic equipment and medical device maintenance, calibration, and repair services, substantially similar to Exhibit I, to extend the term through December 31, 2024, in the amount of \$64,105, 100 percent funded by existing departmental resources.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the Contract that extend the term for an additional six months through June 30, 2025, in the amount of \$64,105, contingent upon the availability of funds and contractor performance; allow the rollover of unspent Contract funds; provide an increase or decrease in funding up to 10 percent above or below the annual base maximum obligation; add, replace, or delete laboratory and clinic equipment and medical devices; update the statement 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 Contract that authorize revisions to the list of equipment and/or medical devices that do not change the maximum obligation, and changes to the frequency, hours, and/or service locations of scheduled services.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the Contract upon issuing a written notice if Superior fails to perform and/or fully comply with Contract requirements, and terminate the Contract for convenience by providing a 30-calendar day advance written notice to Superior.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow for the continuation of laboratory and clinic equipment and medical device maintenance, calibration, and repair services for Public Health's Community Health Services (CHS) public health centers and the Public Health Laboratory (PHL).

CHS provides clinical services, conducts surveillance and medical case management of reportable communicable diseases, contains the spread of communicable diseases, and provides numerous outreach activities to engage the community as active participants to improve the health of residents. CHS public health centers provide these services for free or low-cost to those with no insurance or no regular health care provider.

PHL is a specially licensed laboratory responsible for supporting all disease control and environmental health activities within Public Health's programs and services. PHL provides laboratory services for CHS, County hospitals and clinics, and private health care providers, as well as other services associated with environmental and veterinary health.

Approval of this recommendation will also allow Public Health to ensure that emergency or unanticipated equipment repair services can be sought for CHS and PHL in a timely

manner. Given the size of the systems and the numerous pieces of equipment that need to be maintained and repaired at Public Health's various facilities, extending the Contract's term is critical to prevent impacts on patient services should equipment fail or malfunction.

Approval of Recommendation 2 will allow Public Health to execute amendments to the Contract to extend the term through June 30, 2025; rollover unspent contract funds; add or delete public health facilities, as needed; increase or decrease funding up to 10 percent above or below the annual base maximum obligation; add, replace, or delete laboratory and clinic equipment and medical devices; update the statement 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 Contract that authorize revisions to the list of equipment and/or medical devices that do not change the maximum obligation, and changes to the frequency, hours, and/or service locations of scheduled services.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate the Contract if Superior fails to perform and/or fully comply with Contract requirements, and to terminate the Contract for convenience by providing 30-calendar days' advance written notice to Superior.

Implementation of Strategic Plan Goals

The recommended actions support North Star 2, Foster Vibrant and Resilient Communities, Public Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total County maximum obligation for the amendment to Contract Number PH-003642 with Superior is \$64,105 for the extension period of July 1, 2024, through December 31, 2024, 100 percent funded by existing departmental resources.

There is no additional net County cost associated with this action.

Funding for this extension is included in Public Health's Budget for fiscal year (FY) 2024-25.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required by Board Policies 5.100 and 5.120, your Board was notified on April 9, 2024 of Public Health's intent to extend the term of the Superior Contract as a sole source.

The Honorable Board of Supervisors

June 4, 2024

Page 4

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is the sole source checklist signed by the CEO.

CONTRACTING PROCESS

On November 13, 2018, your Board approved a Contract with Superior as a result of a solicitation, for the term of January 1, 2019, through December 31, 2021, with the option to extend for two additional one-year terms through December 31, 2023, and delegated authority to execute amendments to the Contract that extend the term for six month-to-month extensions through June 30, 2024. Since the original award and execution, the Contract with Superior has undergone multiple amendments include a funding decrease and term extensions through June 30, 2024.

Public Health has been working on a new solicitation for the provision of laboratory and clinic equipment and medical device maintenance, calibration, and repair services, but the process has been delayed due to revisions to the Statement of Work and required updates to the equipment inventory lists. Public Health plans to release the solicitation in the summer of 2024 and have a new contract in place by the end of this year or early 2025.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue services to ensure that laboratory and clinic equipment are maintained appropriately for the provision of uninterrupted quality patient care and for the safety of patients and Public Health staff.

Respectfully submitted,

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

Director

BF:vt

#07598

Enclosures

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

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

Superior Scientific, Inc.

11/13/2018

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


 Chief Executive Office

4/19/24

Date

Amendment No. 2

**DEPARTMENT OF PUBLIC HEALTH
LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE,
CALIBRATION, AND REPAIR SERVICES CONTRACT**

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

SUPERIOR SCIENTIFIC, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE, CALIBRATION, AND REPAIR SERVICES CONTRACT," dated January 1, 2019, and further identified as Contract No. PH-003642, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on June 4, 2024, the County of Los Angeles (County) Board of Supervisors (Board) delegated authority to the Director of Public Health, or designee, to execute an amendment to the Contract to extend the term and make other updates, as necessary; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through December 31, 2024, for the continued provision of laboratory and clinic equipment and medical device maintenance, calibration, and repair services and other hereafter designated changes, including updating certain terms and provisions; 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; 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.

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution.
2. Paragraph 4, TERM OF CONTRACT, is deleted in its entirety and replaced as

follows:

"4. TERM OF CONTRACT:

The term of this Contract is effective January 1, 2019 and will continue in full force and effect through December 31, 2024, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

3. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I is added

to read as follows:

"I. For the period of July 1, 2024 through December 31, 2024, the maximum obligation of County for all services provided hereunder will not exceed sixty-four thousand, one hundred five dollars (\$64,105), as set forth in Exhibits B (B1.6 and B2.6), attached hereto and incorporated herein by reference."

4. Paragraph 19, CONSTRUCTION, is deleted in its entirety.

5. Paragraph 30, COMPLIANCE WITH CIVIL RIGHTS LAW, is deleted in its

entirety and replaced as follows:

"30. COMPLIANCE WITH CIVIL RIGHTS LAW: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

Additionally, Contractor certifies to the County:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Contractor shall comply with Exhibit D – Contractor's EEO Certification."

6. Paragraph 33, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT

PRACITICES, is deleted in its entirety and replaced as follows:

"33. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES: Contractor, and any subcontractors, must comply with fair chance employment

hiring practices set forth in California Government Code Section 12952.

Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract."

7. Paragraph 36, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

"36. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor 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 must be given first priority."

8. Paragraph 40, COUNTY'S QUALITY ASSURANCE PLAN, is deleted in its entirety and replaced as follows:

"40. 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."

9. Paragraph 44, DATA ENCRYPTION, is deleted in its entirety.

10. Paragraph 49, CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER, is deleted in its entirety and replaced as follows:

"49. FORCE MAJEURE:

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

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

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

11. Paragraph 54, NONDISCRIMINATION IN SERVICES, is deleted in its entirety and replaced as follows:

"54. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

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

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

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

C. Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action must include, but not be 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 Nondiscrimination and Affirmative Action Paragraph when so requested by the County.

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

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

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

12. Paragraph 55, NONDISCRIMINATION IN EMPLOYMENT, is deleted in its entirety.

13. Paragraph 63, PUBLIC RECORDS ACT, is deleted in its entirety and replaced as follows:

"63. PUBLIC RECORDS ACT:

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 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."

14. Paragraph 68, SOLICITATION OF BIDS OR PROPOSALS, is deleted in its entirety and replaced as follows:

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

15. Paragraph 73, TERMINATION FOR DEFAULT, is deleted in its entirety and replaced as follows:

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

A. Contractor has materially breached this Contract; or

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

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

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

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

default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

16. Paragraph 79, UNLAWFUL SOLICITATION, is deleted in its entirety.
17. Paragraph 85, INJURY AND ILLNESS PREVENTION PROGRAM, is added as

follows:

"85. INJURY AND ILLNESS PREVENTION PROGRAM:

Contractor is required to comply with the State of California's Division of Occupational Safety and Health (OSHA) 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."

18. Exhibits B (B1.6 and B2.6), Budget and Equipment List, attached hereto and incorporated herein by reference, are added to the Contract.

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

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

COUNTY OF LOS ANGELES

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

SUPERIOR SCIENTIFIC, INC.
Contractor

By _____
Signature

Printed Name

Title_____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

**Exhibit B2.6 - Budget and Equipment List for Public Health Laboratories (PHL)
July 1, 2024 through December 31, 2024**

Contractor Name:	Superior Scientific, Incorporated
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1. FLAT RATE SECTION							
Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times (C)	Total Cost (6 Months) (AxBxC)	
PHL EQUIPMENT ITEMS							
Bactinerator	MCCORMICK SCIENTIFIC	CINERATOR	6	\$ 25.00	1	\$ 150.00	
Bactinerator	OXFORD SHERWOOD MEDICAL	CINERATOR	1	\$ 25.00	1	\$ 25.00	
Total			7		2	\$ 175.00	
Balance	Denver Instrument	APX-1502	1	\$ 50.00	1	\$ 50.00	
Balance	Denver Instruments	XP-300	1	\$ 50.00	1	\$ 50.00	
Balance	Mettler Instruments	PN1210 (P1210N)	1	\$ 50.00	1	\$ 50.00	
Balance	Mettler Instruments	MS304S	1	\$ 50.00	1	\$ 50.00	
Balance	Mettler Toledo	PL601-S	1	\$ 50.00	1	\$ 50.00	
Balance	Mettler Toledo	AG204	1	\$ 50.00	1	\$ 50.00	
Balance	Mettler Toledo	PB1502-S	1	\$ 50.00	1	\$ 50.00	
Balance	Ohaus	AV213	1	\$ 50.00	1	\$ 50.00	
Balance	Ohaus	PA1502	1	\$ 50.00	1	\$ 50.00	
Balance	Ohaus	EP4102C	1	\$ 50.00	1	\$ 50.00	
Balance	Ohaus	Harvard (3288)	1	\$ 50.00	1	\$ 50.00	
Balance	Ohaus	SC2020	1	\$ 50.00	1	\$ 50.00	
Balance	OHAUS	VP64CN	1	\$ 50.00	1	\$ 50.00	
Balance	Sartorius	B310S-OUR/30505454	1	\$ 50.00	1	\$ 50.00	
Total			14		14	\$ 700.00	
Centrifuge	Beckman	Allegra 6	4	\$ 95.00	1	\$ 380.00	
Centrifuge	Eppendorf	5415D	1	\$ 65.00	1	\$ 65.00	
Centrifuge	Eppendorf	5415R	1	\$ 65.00	1	\$ 65.00	
Centrifuge	Eppendorf	5418R	1	\$ 65.00	1	\$ 65.00	
Centrifuge	Eppendorf	5804R	1	\$ 65.00	1	\$ 65.00	
Centrifuge	Eppendorf	5415D	3	\$ 65.00	1	\$ 195.00	
Centrifuge	Eppendorf	5415	1	\$ 65.00	1	\$ 65.00	
Centrifuge	Sigma Diagnostics	4-15C	1	\$ 65.00	1	\$ 65.00	
Centrifuge	Sorvall	Legned XFR	1	\$ 65.00	1	\$ 65.00	
Centrifuge	VWR	Galaxy Mini	1	\$ 65.00	1	\$ 65.00	
Centrifuge Micro	USA Scientific Plastic S.D.	NA	5	\$ 65.00	1	\$ 325.00	

**Exhibit B2.6 - Budget and Equipment List for Public Health Laboratories (PHL)
July 1, 2024 through December 31, 2024**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per Item (B)	Service Times (C)	Total Cost (6 Months) (AxBxC)
Centrifuge Mini	ARGOS	VS-100BN	3	\$ 65.00	1	\$ 195.00
Centrifuge Mini	Eppendorf	Mini Spin	1	\$ 65.00	1	\$ 65.00
Centrifuge Mini	Eppendorf	5415D	1	\$ 65.00	1	\$ 65.00
Centrifuge Mini	Eppendorf (Brinkman)	5415R	1	\$ 65.00	1	\$ 65.00
Centrifuge Mini	Labnet	C1200	2	\$ 65.00	1	\$ 130.00
Centrifuge Mini	VWR	Galaxy mini	3	\$ 65.00	1	\$ 195.00
Centrifuge Refrigerated	Beckman	GS-6KR	1	\$ 100.00	1	\$ 100.00
Centrifuge Refrigerated	Beckman	Allegra 64R	1	\$ 100.00	1	\$ 100.00
Centrifuge Refrigerated	Eppendorf	5804R	1	\$ 100.00	1	\$ 100.00
Centrifuge Refrigerated	IEC	GP8R	2	\$ 200.00	1	\$ 400.00
Centrifuge, Refrigerated	Eppendorf	5415R	1	\$ 100.00	1	\$ 100.00
Total			37		22	\$ 2,935.00
Counter, Bacteria Colony	American Optical	3330	3	\$ 35.00	1	\$ 105.00
Counter, Bacteria Colony	LEICA	3325	1	\$ 35.00	1	\$ 35.00
Counter, Bacteria Colony	Spencer Lens Co	Quebec	1	\$ 35.00	1	\$ 35.00
Total			5		3	\$ 175.00
Decapper	Greiner Bio	None	1	\$ 25.00	1	\$ 25.00
Decapper	Greiner Bio - Pend Purch	None	1	\$ 25.00	1	\$ 25.00
Total			2		1	\$ 50.00
FREEZER	SANYO	MDF-U52VA	1	\$ 75.00	1	\$ 75.00
FREEZER	SANYO	MDF-U731M	1	\$ 75.00	1	\$ 75.00
FREEZER	PANASONIC	MDF-U53VC-PA	1	\$ 75.00	1	\$ 75.00
FREEZER	PANASONIC	MDF-U53VA-PA	1	\$ 75.00	1	\$ 75.00
FREEZER	PANASONIC	MDF-U731	1	\$ 75.00	1	\$ 75.00
FREEZER	SANYO	MDF-U537	2	\$ 75.00	1	\$ 150.00
FREEZER	THERMO	UVF-70086D63	1	\$ 75.00	1	\$ 75.00
FREEZER	THERMO	TSU600A	1	\$ 75.00	1	\$ 75.00
FREEZER	THERMO	U86-13A40	1	\$ 75.00	1	\$ 75.00
FREEZER	REVCO	ULT2186-5ABA	1	\$ 75.00	1	\$ 75.00
FREEZER	VWR	U2004GA15	3	\$ 75.00	1	\$ 225.00
FREEZER	THERMO	TSFMS2320A	1	\$ 75.00	1	\$ 75.00
FREEZER	SANYO	MDF-U73VC	1	\$ 75.00	1	\$ 75.00
FREEZER	PANASONIC	MDF-U56VC-PA	1	\$ 75.00	1	\$ 75.00
FREEZER	PANASONIC	MDF-U76VA-PA	2	\$ 75.00	1	\$ 150.00
FREEZER	FISHER	13-986-149	1	\$ 75.00	1	\$ 75.00
FREEZER	THERMO	8928	2	\$ 75.00	1	\$ 150.00

**Exhibit B2.6 - Budget and Equipment List for Public Health Laboratories (PHL)
July 1, 2024 through December 31, 2024**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times (C)	Total Cost (6 Months) (AxBxC)
FREEZER	FISHER	U101-86	2	\$ 75.00	1	\$ 150.00
FREEZER	VWR	SCBMF-3020	1	\$ 75.00	1	\$ 75.00
FREEZER	VWR	SCBMF-1420	1	\$ 75.00	1	\$ 75.00
FREEZER	VWR	U2005GA14	1	\$ 75.00	1	\$ 75.00
FREEZER	REVCO	ULT2186-9-A30	1	\$ 75.00	1	\$ 75.00
FREEZER	REVCO	UGI-320A18	1	\$ 75.00	1	\$ 75.00
FREEZER	KENMORE	253-26722103	1	\$ 75.00	1	\$ 75.00
FREEZER	SANYO	MDF-U74VC	1	\$ 75.00	1	\$ 75.00
FREEZER	SANYO	MDF-U537	1	\$ 75.00	1	\$ 75.00
FREEZER	SANYO	MDF-U52VA	1	\$ 75.00	1	\$ 75.00
FREEZER	PANASONIC	MDF-U76VC-PA	1	\$ 75.00	1	\$ 75.00
FREEZER	PANASONIC	MDF-U73VC	2	\$ 75.00	1	\$ 150.00
FREEZER	REVCO	ULT1740-3A35	1	\$ 75.00	1	\$ 75.00
FREEZER	REVCO	ULT-256-7D12	1	\$ 75.00	1	\$ 75.00
FREEZER	REVCO	ULTIMA II	1	\$ 75.00	1	\$ 75.00
FREEZER	REVCO	ULT2140-9-A37	1	\$ 75.00	1	\$ 75.00
FREEZER	VWR	U2005GA14	1	\$ 75.00	1	\$ 75.00
FREEZER	SANYO	MDF-U72VC	1	\$ 75.00	1	\$ 75.00
FREEZER BOTTOM	VWR	U2004GA15	1	\$ 75.00	1	\$ 75.00
FREEZER TOP	VWR	U2004GA15	1	\$ 75.00	1	\$ 75.00
FREEZER	SANYO	Pending Purchase	2	\$ 75.00	1	\$ 150.00
Total			46		38	\$ 3,450.00
Heat block	Barnstead Thermolyne	DB17615	1	\$ 35.00	1	\$ 35.00
Heat Block	Diagnostic Hybrids	260680	1	\$ 35.00	1	\$ 35.00
Heat block	Fisher Scientific	11-718-6	1	\$ 35.00	1	\$ 35.00
Heat block	Fisher Scientific	11-718-2	1	\$ 35.00	1	\$ 35.00
Heat block	Gen-Probe	DB59915	2	\$ 35.00	1	\$ 70.00
Heat block	Gen-Probe	2775	1	\$ 35.00	1	\$ 35.00
Heat block	Labnet	D1200	2	\$ 35.00	1	\$ 70.00
Heat block	Thermo Scientific	2002	1	\$ 35.00	1	\$ 35.00
Heat block	VWR	13259-011	2	\$ 35.00	1	\$ 70.00
Heat block / Dry Bath	Gen-Probe	DB59915	1	\$ 35.00	1	\$ 35.00
Heat block/Digital Dry Block	VWR	12621-088	3	\$ 35.00	1	\$ 105.00
Heat block/Digital Dry Block	VWR	13259-052	1	\$ 35.00	1	\$ 35.00
Heat block/Dry Bath	Gen-Probe	2775	1	\$ 35.00	1	\$ 35.00
Total			18		13	\$ 630.00
Heat Module	Thermo Scientific	Bacti Therm III	2	\$ 35.00	1	\$ 70.00

**Exhibit B2.6 - Budget and Equipment List for Public Health Laboratories (PHL)
July 1, 2024 through December 31, 2024**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times (C)	Total Cost (6 Months) (AxBxC)
Total			2		1	\$ 70.00
Hood, Fume	AirClean Systems	AC632DB	2	\$ 35.00	1	\$ 70.00
Hood, Fume	AirClean Systems	AC632DB-671	1	\$ 35.00	1	\$ 35.00
Hood, Fume	AirClean Systems	AC632LFUVC	1	\$ 35.00	1	\$ 35.00
Hood, Fume	AirClean Systems (Bioexpress)	AC632DB	2	\$ 35.00	1	\$ 70.00
Hood, PCR	CBS Scientific	P-030-202	3	\$ 35.00	1	\$ 105.00
Total			9		5	\$ 315.00
Hot Plate	Corning	PC-300	2	\$ 25.00	1	\$ 50.00
Hot Plate	Thermo Scientific	ACC5757CFC	1	\$ 25.00	1	\$ 25.00
Hot Plate, stirrer	Fisher Scientific	11-500-49SH	1	\$ 25.00	1	\$ 25.00
Hot Plate, stirrer	Fisher Scientific	310T	1	\$ 25.00	1	\$ 25.00
Hot Plate, stirrer	ThermoLyne	SP18425	3	\$ 25.00	1	\$ 75.00
Total			8		5	\$ 200.00
illuminator, UV	UVP	TL-33E	1	\$ 25.00	1	\$ 25.00
Total			1		1	\$ 25.00
Incubator	Lab-Line	120	4	\$ 35.00	1	\$ 140.00
Incubator	Lab-Line	203	1	\$ 35.00	1	\$ 35.00
Incubator	Precision Scientific	Thelco 2	1	\$ 35.00	1	\$ 35.00
Incubator	Precision Scientific	Thelco 6M	3	\$ 35.00	1	\$ 105.00
Incubator	Precision Scientific	31480	1	\$ 35.00	1	\$ 35.00
Incubator	Sheldon	RI28	1	\$ 35.00	1	\$ 35.00
Incubator	Thermo Fisher	818	1	\$ 35.00	1	\$ 35.00
Incubator	VWR	1545	2	\$ 35.00	1	\$ 70.00
Incubator	VWR	1925	1	\$ 35.00	1	\$ 35.00
Incubator	VWR	1565B	1	\$ 35.00	1	\$ 35.00
Incubator	VWR	1565T	1	\$ 35.00	1	\$ 35.00
Incubator	VWR		1	\$ 35.00	1	\$ 35.00
Incubator	VWR	2010	1	\$ 35.00	1	\$ 35.00
Incubator	VWR	35960-054	1	\$ 35.00	1	\$ 35.00
Incubator	VWR	1545 Over Unit	1	\$ 35.00	1	\$ 35.00
Incubator	VWR	1545 Under Unit	1	\$ 35.00	1	\$ 35.00
Incubator	VWR	1545	2	\$ 35.00	1	\$ 70.00
Incubator	VWR	1925	2	\$ 35.00	1	\$ 70.00
Incubator	VWR	1555	2	\$ 35.00	1	\$ 70.00
Incubator	Yamato Scientific	IC400	1	\$ 35.00	1	\$ 35.00

**Exhibit B2.6 - Budget and Equipment List for Public Health Laboratories (PHL)
July 1, 2024 through December 31, 2024**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times (C)	Total Cost (6 Months) (AxBxC)
Incubator, CO2	VWR	2350 - B	1	\$ 50.00	1	\$ 50.00
Incubator, CO2	VWR	2350 - T	1	\$ 50.00	1	\$ 50.00
Incubator, CO2	VWR	2450B	1	\$ 50.00	1	\$ 50.00
Incubator, CO2	VWR	2450T	1	\$ 50.00	1	\$ 50.00
Incubator, CO2	VWR	2475B	1	\$ 50.00	1	\$ 50.00
Incubator, CO2	VWR	2475T	1	\$ 50.00	1	\$ 50.00
Incubator, CO2	VWR	1927	6	\$ 50.00	1	\$ 300.00
Total			41		27	\$ 1,615.00
Lamp- UV	Spectronics	BEA-160	2	\$ 25.00	1	\$ 50.00
Total			2		1	\$ 50.00
Media Dispenser	Brewer Company	60453	1	\$ 35.00	1	\$ 35.00
Media Dispenser	Brewer Company	60480	2	\$ 35.00	1	\$ 70.00
Media Dispenser	Monostat	72-665-000	1	\$ 35.00	1	\$ 35.00
Total			4		3	\$ 140.00
Meter, pH/Conductiv.	Fisher Scientific	AP85	2	\$ 45.00	1	\$ 90.00
Meter, pH	Corning	M240	1	\$ 45.00	1	\$ 45.00
Meter, pH	Mettler Toledo	MP230	1	\$ 45.00	1	\$ 45.00
Meter, pH	Mettler Toledo	Seven Multi	1	\$ 45.00	1	\$ 45.00
Meter, pH	Oakton Instruments	1100	1	\$ 45.00	1	\$ 45.00
Meter, pH	Omegan		1	\$ 45.00	1	\$ 45.00
Total			7		6	\$ 315.00
Microfuge	USA Scientific	IR	2	\$ 65.00	1	\$ 130.00
Microfuge	USA Scientific	SD	2	\$ 65.00	1	\$ 130.00
Total			4		2	\$ 260.00
Microscope	Nikon - Pending Purchase	E-200	5	\$ 75.00	1	\$ 375.00
Microscope	Nikon - Pending Purchase	Ci	1	\$ 75.00	1	\$ 75.00
Microscope	Leica	PM2500	1	\$ 75.00	1	\$ 75.00
Microscope	Nikon	Ci	4	\$ 75.00	1	\$ 300.00
Microscope	Nikon	Ni	1	\$ 75.00	1	\$ 75.00
Microscope	Olympus	BX41	7	\$ 75.00	1	\$ 525.00
Microscope	Olympus	BH-2	11	\$ 75.00	1	\$ 825.00
Microscope	Olympus	BX41	1	\$ 75.00	1	\$ 75.00
Total			31		8	\$ 2,325.00
Mini Sub-Cell GT System	Bio Rad	170-4487	2	\$ 50.00	1	\$ 100.00
Mini Sub-Cell GT System	Bio Rad	Mini C	1	\$ 50.00	1	\$ 50.00
Total			3		2	\$ 150.00

**Exhibit B2.6 - Budget and Equipment List for Public Health Laboratories (PHL)
July 1, 2024 through December 31, 2024**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per Item (B)	Service Times (C)	Total Cost (6 Months) (AxBxC)
Mixer, Vortex	Barnstead Thermolyne	M16715	3	\$ 25.00	1	\$ 75.00
Mixer, Vortex	Barnstead Thermolyne	M37615	1	\$ 25.00	1	\$ 25.00
Mixer, Vortex	Curtin Matheson	215-434	1	\$ 25.00	1	\$ 25.00
Mixer, Vortex	Fisher Scientific	2215365	2	\$ 25.00	1	\$ 50.00
Mixer, Vortex	Fisher Scientific	02-215-365	2	\$ 25.00	1	\$ 50.00
Mixer, Vortex, Multi-Tube	Fisher Scientific	02-215-450	1	\$ 25.00	1	\$ 25.00
Multi vortexer	Fisher Scientific	02-215-450	1	\$ 25.00	1	\$ 25.00
Mixer, Vortex	Fisher Scientific	MS1-S1	1	\$ 25.00	1	\$ 25.00
Mixer, Vortex	IKA-Works	MS1-S1	3	\$ 25.00	1	\$ 75.00
Mixer, Vortex	Scientific Industries	K-500-4	1	\$ 25.00	1	\$ 25.00
Mixer, Vortex	Scientific Industries	G-560	3	\$ 25.00	1	\$ 75.00
Mixer, Vortex	Scientific Industries	SI-0136	2	\$ 25.00	1	\$ 50.00
Mixer	Thermolyne	M16700	1	\$ 25.00	1	\$ 25.00
Mixer, Maxi Mix	Thermolyne	M16700	3	\$ 25.00	1	\$ 75.00
Mixer, Vortex	Thermolyne	M16715	1	\$ 25.00	1	\$ 25.00
Mixer, Maxi Mix Plus	Thermolyne	M63215	1	\$ 25.00	1	\$ 25.00
Mixer, Vortex, Multi-Tube	Troemner	VX01	2	\$ 25.00	1	\$ 50.00
Mixer, Vortex	Velp Scientific	F202A0175	1	\$ 25.00	1	\$ 25.00
Mixer, Vortex	VWR	MV1	12	\$ 25.00	1	\$ 300.00
Mixer, Vortex	VWR	NA	1	\$ 25.00	1	\$ 25.00
Mixer, Vortex	VWR	VM-3000 Mini	3	\$ 25.00	1	\$ 75.00
Mixer, Vortex, Multi-Tube	VWR	VX-2500	2	\$ 25.00	1	\$ 50.00
Total			48		22	\$ 1,200.00
Oven, Microwave	General Electric	Domestic	1	\$ 35.00	1	\$ 35.00
Total			1		1	\$ 35.00
PCR System - ABI	Applied Biosystems	9700	3	\$ 50.00	1	\$ 150.00
Total			3		1	\$ 150.00
PCR Workstation / Fume Hood	AirClean Systems	AC600	5	\$ 50.00	1	\$ 250.00
Total			5		1	\$ 250.00
Plate spinner	Fisher	120	1	\$ 35.00	1	\$ 35.00
Total			1		1	\$ 35.00
Power Supply	Bio Rad	PAC 300/1655050	2	\$ 35.00	1	\$ 70.00
Power Supply	Bio Rad	PAC 1000	1	\$ 35.00	1	\$ 35.00
Total			3		2	\$ 105.00
Reader, Microplate	Biotek	Epoch	1	\$ 45.00	1	\$ 45.00
Reader, Microplate	Biotek Instruments	ELx800	2	\$ 45.00	1	\$ 90.00

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Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times (C)	Total Cost (6 Months) (AxBxC)
Total			3		2	\$ 135.00
REFRIGERATOR	COLE-PARMER	44260-20	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	FISHER	05LFEFSA	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	FISHER	13-956-426D	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	FISHER	13-986-1365A	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	FISHER	13-986-152	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	FISHER	13-986-233G	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	FISHER	HF-502	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	FISHER	MR49PA-SAFE-FS	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	FISHER SCI	97-960-1	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	FRIDGIDAIR	FFTR1821QW98	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	KENMORE	106.535423	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	KENMORE	253.645224	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	KENMORE	25368821791	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	KENMORE	253-64522404	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	LABLINE		1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	LRP	LRP-47	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	PANASONIC	GPR-22-1	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	PANASONIC	GPR-50-2	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	PANASONIC	MPR-1014PA	2	\$ 75.00	1	\$ 150.00
REFRIGERATOR	PANASONIC	MPR-1411-PA	3	\$ 75.00	1	\$ 225.00
REFRIGERATOR	REVCO	REL-4504A12	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	SANYO	MPR-1013	2	\$ 75.00	1	\$ 150.00
REFRIGERATOR	SANYO	MPR-1410	10	\$ 75.00	1	\$ 750.00
REFRIGERATOR	SANYO	MPR-512	2	\$ 75.00	1	\$ 150.00
REFRIGERATOR	SANYO	MPR-513R	8	\$ 75.00	1	\$ 600.00
REFRIGERATOR	SANYO	MPR-721	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	SANYO	Pending Purchase	3	\$ 75.00	1	\$ 225.00
REFRIGERATOR	THERMO	MH45PA-GAEE-TS	2	\$ 75.00	1	\$ 150.00
REFRIGERATOR	THERMO	MR49PA-SAEE-TS	4	\$ 75.00	1	\$ 300.00
REFRIGERATOR	THERMO	REL3004A	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	THERMO	TSFMS2305A	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	VWR	GDM-23	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	VWR	GDM-23-LD	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	VWR	R406GA15	2	\$ 75.00	1	\$ 150.00
REFRIGERATOR	VWR	RH06GABA	1	\$ 75.00	1	\$ 75.00
REFRIGERATOR	VWR	SCLP-26	1	\$ 75.00	1	\$ 75.00

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Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per Item (B)	Service Times (C)	Total Cost (6 Months) (AxBxC)
REFRIGERATOR	VWR	SR5600W	2	\$ 75.00	1	\$ 150.00
Total			66		37	\$ 4,950.00
Rocker, Tube	Unico	L-TTR200	1	\$ 25.00	1	\$ 25.00
Total			1		1	\$ 25.00
Rotator	Baxter	R4140	1	\$ 35.00	1	\$ 35.00
Rotator	Boekel	260250	1	\$ 35.00	1	\$ 35.00
Rotator	Fisher Scientific	341	2	\$ 35.00	1	\$ 70.00
Rotator	SLT	MPS-4	1	\$ 35.00	1	\$ 35.00
Total			5		4	\$ 175.00
Sealer	IDEXX	2X - Quantitray	1	\$ 35.00	1	\$ 35.00
Sealer	IDEXX	89-10894-04 - Quantitray	1	\$ 35.00	1	\$ 35.00
Total			2		2	\$ 70.00
Shaker, Incubated	Barnstead Thermolyne /Lab-Line	Max Q 4000	1	\$ 40.00	1	\$ 40.00
Shaker, Plate	Perkin-Elmer	1296-004	1	\$ 40.00	1	\$ 40.00
Shaker, Rotisserie	Barnstead Thermolyne	T4001100	1	\$ 40.00	1	\$ 40.00
Total			3		3	\$ 120.00
Stirrer	Thermolyne	Nuova II	1	\$ 35.00	1	\$ 35.00
Stirrer/Hot Plate	Fisher Scientific	11-500-49SH	1	\$ 35.00	1	\$ 35.00
Total			2		2	\$ 70.00
Stomacher	Seward	400	3	\$ 45.00	1	\$ 135.00
Total			3		1	\$ 135.00
STOVE	FRIGIDAIRE	FEC32C4ACD	1	\$ 35.00	1	\$ 35.00
Electric Stove	APW Wyott	EHP	1	\$ 35.00	1	\$ 35.00
Total			2		2	\$ 70.00
Sub-Cell GT DNA System	Bio Rad	NA	2	\$ 75.00	1	\$ 150.00
Total			2		1	\$ 150.00
Thermometer	Amer Sci	Alco Spirit	2	\$ 25.00	1	\$ 50.00
Thermometer	Benchmark	Digital Panel	5	\$ 25.00	1	\$ 125.00
Thermometer	Ertco	Alco Spirit	24	\$ 25.00	1	\$ 600.00
Thermometer	Ertco	Merc Spirit	5	\$ 25.00	1	\$ 125.00
Thermometer	Fisher	Alco Spirit	3	\$ 25.00	1	\$ 75.00
Thermometer	Fisher	Digital	53	\$ 25.00	1	\$ 1,325.00
Thermometer	Fisher	IR	1	\$ 25.00	1	\$ 25.00
Thermometer	H.B	Alco Spirit	9	\$ 25.00	1	\$ 225.00
Thermometer	Patten	Alco Spirit	1	\$ 25.00	1	\$ 25.00

**Exhibit B2.6 - Budget and Equipment List for Public Health Laboratories (PHL)
July 1, 2024 through December 31, 2024**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per Item (B)	Service Times (C)	Total Cost (6 Months) (AxBxC)
Thermometer	T.A.C	Digital	1	\$ 25.00	1	\$ 25.00
Thermometer	Thomas	Digital	2	\$ 25.00	1	\$ 50.00
Thermometer	Unknown	Alco Spirit	7	\$ 25.00	1	\$ 175.00
Thermometer	Unknown	Merc Spirit	1	\$ 25.00	1	\$ 25.00
Thermometer	VWR	Digital	1	\$ 25.00	1	\$ 25.00
Total			115		14	\$ 2,875.00
Timer	Fisher Scientific	151	1	\$ 25.00	1	\$ 25.00
Total			1		1	\$ 25.00
Ultrasonic Cleaner	Cole-Parmer	8849-00	1	\$ 35.00	1	\$ 35.00
Ultrasonic Cleaner	Lab-Line	9303 GEN	1	\$ 35.00	1	\$ 35.00
Total			2		2	\$ 70.00
Vacuum Pump	Unknown		1	\$ 35.00	1	\$ 35.00
Vacuum Pump	Gast	DOA-P704-AA	2	\$ 35.00	1	\$ 70.00
Total			3		2	\$ 105.00
Warmer, Slide	Premier	XH-2001	3	\$ 30.00	1	\$ 90.00
Total			3		1	\$ 90.00
Washer, Glassware	Labconco	4420411	1	\$ 45.00	1	\$ 45.00
Washer, Microplate	Biotek	ELx508V	1	\$ 45.00	1	\$ 45.00
Washer, Microplate	Biotek Instruments	ELX 50	3	\$ 45.00	1	\$ 135.00
Total			5		3	\$ 225.00
Water Bath	Baxter	WV2975-6	1	\$ 35.00	1	\$ 35.00
Water Bath	Precision	25	1	\$ 35.00	1	\$ 35.00
Water Bath	Precision	2884	1	\$ 35.00	1	\$ 35.00
Water Bath	Precision	51221035	1	\$ 35.00	1	\$ 35.00
Water Bath	Precision	51221052	1	\$ 35.00	1	\$ 35.00
Water Bath	Thermo	2860	1	\$ 35.00	1	\$ 35.00
Waterbath	Fisher Scientific	205	2	\$ 35.00	1	\$ 70.00
Waterbath	Fisher Scientific	202S	1	\$ 35.00	1	\$ 35.00
Waterbath	Gen-probe	303 GEN	1	\$ 35.00	1	\$ 35.00
Waterbath	Lab-Line	18010	1	\$ 35.00	1	\$ 35.00
Waterbath	Lab-Line	18002A	5	\$ 35.00	1	\$ 175.00
Waterbath	Lab-Line	Aqua Bath	1	\$ 35.00	1	\$ 35.00
Waterbath	Precision Scientific	180	1	\$ 35.00	1	\$ 35.00
Waterbath	Precision Scientific	51221033	1	\$ 35.00	1	\$ 35.00
Waterbath	Precision Scientific	51221048	3	\$ 35.00	1	\$ 105.00
Waterbath	Precision Scientific	51221052	2	\$ 35.00	1	\$ 70.00

**Exhibit B2.6 - Budget and Equipment List for Public Health Laboratories (PHL)
July 1, 2024 through December 31, 2024**

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times (C)	Total Cost (6 Months) (AxBxC)
Waterbath	VWR	1203	1	\$ 35.00	1	\$ 35.00
Waterbath	VWR	1230	1	\$ 35.00	1	\$ 35.00
Waterbath / Transsonic	Lab-Line	9303	2	\$ 35.00	1	\$ 70.00
Waterbath / Ultrasonic	Lab-Line	9303	1	\$ 35.00	1	\$ 35.00
Waterbath, Circulating	Precision Scientific	260	1	\$ 35.00	1	\$ 35.00
Waterbath, Circulating	Precision Scientific	51221035	2	\$ 35.00	1	\$ 70.00
Waterbath, Shaker	New Brunswick	Innova 3100	1	\$ 35.00	1	\$ 35.00
Waterbath, Shaker	Precision Scientific	66799	1	\$ 35.00	1	\$ 35.00
Total			34		24	\$ 1,190.00
FLAT RATE SECTION - TOTAL			554		284	\$ 25,835.00

2. HOURLY RATE SECTION*			Hourly Rate (A)	Estimated Hours (B)	Estimated Total Cost (6 Months) (AxB)
Type of Hourly Rate					
2a. As-Needed Services (response and/or service performed within 24 hours of notification to Contractor, refer to Exhibit A, Statement of Work, Paragraph 9.2):			\$ 75.00	15.00	\$ 1,125.00
2b. Emergency Repair Services (response and/or service provided within 4 hours of notification to Contractor, refer to Exhibit A, Statement of Work, Paragraph 9.3):			\$ 125.00	15.00	\$ 1,875.00
2c. Exclusions (response and/or service provided within 24 hours of notification to Contractor for "Out-of-Scope" services, refer to Exhibit A, Statement of Work, Paragraph 9.4):			\$ 125.00	15.00	\$ 1,875.00
HOURLY RATE SECTION - TOTAL (2a + 2b + 2c)				45.00	\$ 4,875.00

SECTION	Total Cost (6 Months)
1. Flat Rate Section Total Cost (6 Months)	\$ 25,835.00
2. Hourly Rate Section Estimated Total Cost (6 Months)	\$ 4,875.00
PHL TOTAL PRICE (6 Months)	\$ 30,710.00

Contractor shall be reimbursed for the procurement of any and all required parts for service(s) in the Hourly Rate Section in accordance to Paragraph 6, Invoices and Payment, of the Contract.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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	
SUBJECT	Request approval to execute amendments to two Tarzana Treatment Centers, Inc. (TTC) sole source High Impact HIV Prevention Services contracts to extend the term through June 30, 2025, and delegated authority to extend the term through December 31, 2025.	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Contracts were previously solicited but the DA to extend has expired. DHSP in coordination with Department of Public Health (Public Health) Contracts and Grants, has developed a solicitation schedule to include the service categories mentioned. Given the large nature of this service portfolio, potential adjustments in current priorities, and pending revised federal award notices, shifts in solicitations schedules may be necessary. Until this process is finalized, Public Health is seeking to extend these services and prevent a lapse of necessary services.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	July 1, 2024	
COST & FUNDING	Total cost: \$309,600	Funding source: Centers for Disease Control and Prevention (CDC) funds, Non-Drug Medi-Cal Realignment (NDMR) funds, and net County costs (NCC).
	TERMS (if applicable): July 1, 2024 through June 30, 2025 and delegated authority to extend through December 31, 2025, as necessary.	
	Explanation:	
PURPOSE OF REQUEST	Extension of the TTC HIHP Services contracts will allow for services to continue to address the disproportionate burden of HIV and other STDs, particularly among men who have sex with men, people with methamphetamine use disorder, HIV-positive individuals, cis-gender women of color, and people who use injection drugs.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Since the original award and execution of the contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to scopes of work. To prevent a gap in services, Public Health is requesting to extend these services to assess programming alignment with current priorities, and service utilization patterns to inform next steps.	
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. These	

	services are provided to populations in disadvantaged areas and who engage in risk behaviors for HIV and STD.
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; reduce health inequities and integrate services across health services and public health to assist client's access to core services including mental health. These services provide risk behavior strategies and linkage to support services including HIV testing, mental health, and substance use services.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: 1. Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, jbobrowsky@ph.lacounty.gov 2. Mario Perez, Director, Division of HIV and STD Programs (213) 351-8001, mjperez@ph.lacounty.gov 3. Emily Issa, Senior Deputy County Counsel (213) 974-1827, Eissa@counsel.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

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www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

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Kathryn Barger
Fifth District

DRAFT

June 4, 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 AMEND TWO SOLE SOURCE CONTRACTS WITH TARZANA
TREATMENT CENTERS, INC. FOR HIGH IMPACT HIV PREVENTION SERVICES
CONTRACTS TO EXTEND THE TERM THROUGH JUNE 30, 2025
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute amendments to two sole source High Impact HIV Prevention (formerly Health Education/Risk Reduction) Services contracts to extend the term through June 30, 2025, and delegated authority to extend the term through December 31, 2025.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute sole source contract amendments to two Tarzana Treatment Centers, Inc. (TTC) High Impact HIV Prevention (HIHP) Services contracts, as detailed in Attachment A, to extend the term effective through June 30, 2025, at a total maximum obligation of \$309,600, 100 percent funded by Centers for Disease Control and Prevention (CDC) funds, Non-Drug Medi-Cal Realignment (NDRM) funds, and net County costs (NCC).

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contracts that extend the term through December 31, 2025, 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, effective upon amendment execution, or at the beginning of the applicable contract period; correct errors in the contracts' terms and conditions; and/or update the statement of work and/or scope of work, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that authorize 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 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 the contracts upon issuing a written notice if TTC fails to perform and/or fully comply with contract requirements, and terminate the contracts for convenience by providing a 30-calendar day advance written notice to TTC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow for the continuation of HIHP services in alignment with current program priorities and service utilization patterns.

HIHP services provide education, awareness, and skill-building activities to increase knowledge about HIV risk behaviors, decrease the frequency of those behaviors, and ensure that individuals living with HIV reduce the probability of transmitting HIV to others. HIHP services also link persons at high risk for HIV or persons of unknown HIV status to available HIV counseling and testing services, medical care, Pre-Exposure Prophylaxis, and Post-Exposure Prophylaxis services.

HIHP services provide essential risk reduction skills building and counseling to high-risk individuals to avert HIV and STD transmission. Extension of the HIHP Services contracts will allow for services to continue to address the disproportionate burden of HIV and other STDs, particularly among men who have sex with men, people with methamphetamine use disorder, HIV-positive individuals, cisgender women of color, and people who use injection drugs.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to extend the term through December 31, 2025; rollover unspent funds; 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 contracts' 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, and changes to hours of operation and/or service locations.

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

Implementation of Strategic Plan Goals

The recommended actions support North Star 2, Foster Vibrant and Resilient Communities through focus area goals of Public Health and Economic Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total County maximum obligation for the TTC amendments, as detailed in Attachment A, is \$309,600, for HIHP services, for the period effective July 1, 2024, through June 30, 2025, 100 percent funded by CDC, NDMR, and NCC funds.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Health's allocations for each of the service categories are aligned with the current program priorities. As required by Board Policy 5.100, your Board was notified on February 29, 2024, of Public Health's intent to extend the term of HIHP and STD CE Services contracts.

Attachment B is the sole source checklist signed by the CEO.

CONTRACTING PROCESS

HIHP services were solicited in 2008. Since the original award dates, these contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the scopes of work.

The Honorable Board of Supervisors

June 4, 2024

Page 4

On June 6, 2023, your Board approved delegated authority to the Directors of the Department of Health Services and Public Health, or their respective designees (collectively "the Directors"), to negotiate and execute amendments to the contracts expiring by September 30, 2023, including 13 HIHP contracts to: (a) extend the term on a month-to-month basis in any increments, as determined by the Directors to be in the best interest of the County, through September 30, 2024, and (b) reaffirm previously authorized delegations of authority, including adding Board required requirements.

On June 28, 2023, Public Health exercised delegated authority to extend the 13 HIHP contracts effective July 1, 2023, through June 30, 2024, at a total annual maximum obligation of \$3,401,118.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue to provide uninterrupted delivery of HIHP services to LA County residents.

Respectfully submitted,

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

BF:jb
#07677

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 - HIV PREVENTION AND STD PREVENTION SERVICES**

HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES					
FUNDING SOURCE: CDC INTEGRATED HIV SURVEILLANCE PREVENTION PROGRAM (IHSPP) FUNDS, NON-DRUG MEDI-CAL REALIGNMENT FUNDS AND HIV NET COUNTY COST (NCC) FUNDS					
Contractors		Contract Number	Annual Maximum Obligation 07/01/24 - 06/30/25	SPA Served	Supervisory District Served
1	Tarzana Treatment Centers, Inc.	PH-001047	\$ 129,600	1	5
2	Tarzana Treatment Centers, Inc.	PH-001062	\$ 180,000	2 through 8	1,2,3, & 4
Total			\$ 309,600		

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

10/01/2009 - Tarzana Treatment Centers, Inc. PH-001062

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



 Chief Executive Office

 5/9/24
 Date

SOLE SOURCE CHECKLIST

Department Name: Public Health

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

10/01/2009 - Tarzana Treatment Centers, Inc. PH-001047

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

Erika Bonilla

Chief Executive Office

5/9/24

Date

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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)	Mental Health	
SUBJECT	Request approval of a sole source contract extension with Magellan Pharmacy Solutions, LLC, for the continued provision of pharmacy benefit management services.	
PROGRAM	Pharmacy Services Division	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Magellan currently provides prescription drug services to the Department of Mental Health (DMH) uninsured clients through Magellan's network of contracted pharmacies and the contract with Magellan is set to expire on June 30, 2024. To avoid interruption of services while the Department completes the Request for Proposals (RFP) solicitation, a sole source contract extension is necessary.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	6/4/2024	
COST & FUNDING	Total cost:	Funding source:
	\$7,172,541	State MHSA and 2011 Sales Tax Realignment Revenues
	TERMS (if applicable): July 1, 2024 through June 30, 2025 Explanation:	
PURPOSE OF REQUEST	The Board letter will allow Magellan to continue providing Pharmacy Benefit Management (PBM) services to DMH's uninsured clients while DMH completes the RFP.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>For indigent clients, DMH is financially responsible for dispensing approximately 4,000 prescriptions monthly by PBM contracted network retail pharmacies.</p> <p>The PBM services provided by Magellan include the following: (1) contracting with retail pharmacies to fill prescriptions for uninsured DMH clients; (2) processing prescription drug claims submitted electronically to Magellan by retail pharmacies; (3) reimbursing retail pharmacies for prescription drugs dispensed to uninsured DMH clients; (4) operating a customer services call center to answer questions posed by participating pharmacies, DMH staff, contracted clinic staff, and uninsured DMH clients; (5) maintaining updates to DMH's drug formulary; (6) providing administrative oversight of a pharmacy network; (7) negotiating discounts and rebates with drug manufacturers; and (8) providing clinical services, such as prior authorizations which are required when prescribers prescribe a medication that is not on the DMH formulary, and handling client appeals.</p> <p>On November 27, 2023, DMH released an RFP to solicit proposals for PBM services. This RFP will allow DMH an opportunity to assess all interested and qualified organizations that can provide PBM services. The existing contract with Magellan is set to expire on June 30, 2024. Board approval to extend the term of this Contract is required to avoid undue disruption of PBM services as DMH proceeds with the completion of the RFP process.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Board Letter supports Board Priority No. 2 "Alliance for Health Integration" and will allow DMH to ensure indigent clients have access to a variety of licensed pharmacies throughout the County for their pharmaceutical needs.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Susana Ka Wai Sou, Pharmacy Services Chief III, (213) 943-8862, sksou@dmh.lacounty.gov Rachel Kleinberg, Senior Deputy County Counsel, (213) 974-7735, rkleinberg@counsel.lacounty.gov	



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

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

June 4, 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 OF A SOLE SOURCE CONTRACT EXTENSION FOR
PHARMACY BENEFIT MANAGEMENT SERVICES WITH
MAGELLAN PHARMACY SOLUTIONS, LLC
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of a sole source contract extension with Magellan Pharmacy Solutions, LLC, for the continued provision of pharmacy benefit management services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute an amendment (Attachment I), to the existing contract with Magellan Pharmacy Solutions, LLC (Magellan). This extension will be effective July 1, 2024 through June 30, 2025. There is no total contract amount for this contract, as Pharmacy Benefit Management (PBM) services are paid on a fee-for-service basis. The estimated annual cost for the management of Department of Mental Health's (DMH) prescription drug program is \$7,172,541, fully funded by State Mental Health Services Act (MHSA) and 2011 Sales Tax Realignment revenues.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the contract in Recommendation 1 to revise the contract language; revise the estimated annual cost; add, delete, modify, or replace the Statement of Work; and/or reflect federal, State, and County regulatory and/or policy changes,

provided that: 1) the increase will not exceed ten percent of the estimated annual cost in Recommendation 1; 2) sufficient funds are available; and 3) such amendments will be subject to the prior review and approval as to form by County Counsel, with written notice to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director, or designee, to terminate the contract described in Recommendation 1 in accordance with the termination provisions, including Termination for Convenience. The Director, or designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of Recommendation 1 will allow for the continued provision of prescription drug services to DMH uninsured clients through Magellan's network of contracted pharmacies while DMH completes the Request for Proposals (RFP) for PBM services.

Board approval of Recommendation 2 will allow DMH to amend the contract to revise the estimated annual cost; add, delete, modify, or replace the Statement of Work; and reflect federal, State, and County regulatory and/or policy changes given that the increase does not exceed ten percent of the estimated annual cost.

Board approval of Recommendation 3 will allow DMH to terminate the contract in accordance with the termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

These recommended actions are consistent with the County's Strategic Plan Goals, North Star 1, Focus Area Goal A., Make Investments that Transform Lives, Healthy Individuals and Families.

FISCAL IMPACT/FINANCING

For Fiscal Year (FY) 2024-25, the estimated annual cost for this contract is \$7,172,541, fully funded by State MHSA and 2011 Sales Tax Realignment revenues. Funding will be requested in DMH's adopted FY 2024-25 budget request process.

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 27, 2023, DMH released an RFP to solicit proposals for PBM services. This RFP will allow DMH an opportunity to assess all interested and qualified organizations that can provide PBM services. In the meantime, as DMH proceeds with the completion of the RFP process, approval is required from your Board to amend the current contract with Magellan for a one-year extension.

The PBM services provided by Magellan include the following: (1) contracting with retail pharmacies to fill prescriptions for uninsured DMH clients; (2) processing prescription drug claims submitted electronically to Magellan by retail pharmacies; (3) reimbursing retail pharmacies for prescription drugs dispensed to uninsured DMH clients; (4) operating a customer services call center to answer questions posed by participating pharmacies, DMH staff, contracted clinic staff, and uninsured DMH clients; (5) maintaining updates to DMH's drug formulary; (6) providing administrative oversight of a pharmacy network; (7) negotiating discounts and rebates with drug manufacturers; and (8) providing clinical services, such as prior authorizations which are required when prescribers prescribe a medication that is not on the DMH formulary, and handling client appeals.

The Amendment (Attachment I) has been reviewed and approved as to form by County Counsel.

On December 26, 2023, DMH notified your Board of its intent to request a sole source contract extension with Magellan for the continued provision of PBM services (Attachment II). DMH considers this request approved, as no objections were received from the Board offices. The required sole source checklist (Attachment III) was also approved by CEO.

As mandated by your Board, Magellan's performance will continue to be evaluated by DMH on an annual basis to ensure Magellan's compliance with all contract terms and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to ensure indigent clients have access to a variety of licensed pharmacies throughout Los Angeles County for their pharmaceutical needs.

The Honorable Board of Supervisors
June 4, 2024
Page 4

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

LHW:CDD:KN:
SK:MG:atm

Attachments (3)

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

CONTRACT NO. MH190143

AMENDMENT NO. ___

THIS AMENDMENT is made and entered into this ___ day of _____, 2024, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Magellan Pharmacy Solutions, LLC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Department of Mental Health Pharmacy Benefit Management Agreement", dated January 17, 2017, and further identified as County Contract No. MH190143, and any amendments thereto (hereafter collectively "Contract"); and

WHEREAS, on _____ the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the Contract that include authority to extend the term of the Contract; revise the contract language; 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; and

WHEREAS, County and Contractor intend to amend the Contract to extend the term for one additional Fiscal Year beginning July 1, 2024 through June 30, 2025, for the continued provision of pharmacy benefit management services without interruption to indigent clients who are in need of prescription drug services while the Department of Mental Health completes the Request for Proposals solicitation; and

WHEREAS, County and Contractor intend to amend the Contract to revise the contract language; 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.

NOW, THEREFORE, County and Contractor agree as follows:

1. This amendment is hereby incorporated into the original Contract, and all its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. This amendment is effective July 1, 2024, to extend the term of the Contract through June 30, 2025.
3. Paragraph 4.0 (TERM OF CONTRACT), Subparagraph 4.1, shall be deleted in its entirety and replaced as follows:

“4.1 The Contract will be effective upon Board approval, January 17, 2017, through June 30, 2025, unless either party desires to terminate this Contract in accordance with Section 8.0, Standard Terms and Conditions and/or give written notice to the other party”.

4. Subparagraph 8.59 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding), shall be added to the Agreement as follows:

“8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than

\$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

5. Exhibit S (Contribution Agent and Declaration Form), attached hereto and incorporated herein by reference, is added to the Agreement.
6. Except as provided in this amendment, all other terms and conditions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this amendment to be subscribed by County's Director of Mental Health or designee, and Contractor has caused this amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
LISA H. WONG, Psy.D.
Director
County of Los Angeles
Department of Mental Health

Magellan Pharmacy Solutions, LLC
CONTRACTOR

By _____
Name Meredith A. Delk

SVP & GM
Title State Government Solutions
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Rachel Kleinberg
Senior Deputy County Counsel

COH: Amd to Extend FY 24-25_SRF 327

EXHIBIT S

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

EXHIBIT S
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. **COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

[Click or tap here to enter text.](#)

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: [Click or tap here to enter text.](#)

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[Click or tap here to enter text.](#)

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

[Click or tap here to enter text.](#)

b) Subsidiaries:

[Click or tap here to enter text.](#)

c) Related Business Entities:

[Click or tap here to enter text.](#)

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

[Click or tap here to enter text.](#)

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

[Click or tap here to enter text.](#)

EXHIBIT S

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

[Click or tap here to enter text.](#)

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

[Click or tap here to enter text.](#)

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

EXHIBIT S

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

[Click or tap here to enter text.](#)

Date

EXHIBIT S

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

[Click or tap here to enter text.](#)

Date



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
 Director

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

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

December 26, 2023

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

FROM: Lisa H. Wong, Psy.D. *Connie D. Draxler*
 Director

**SUBJECT: NOTICE OF INTENT TO ENTER INTO A SOLE SOURCE CONTRACT
 EXTENSION WITH MAGELLAN PHARMACY SOLUTIONS**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to execute a Sole Source Contract Extension with Magellan Pharmacy Solutions (Magellan) to provide Pharmacy Benefit Management (PBM) services.

DMH will request that your Board approve a Sole Source Contract Extension effective July 1, 2024 through June 30, 2025, with an optional six months extension. The estimated annual cost for the management of DMH prescription drug program is \$7,172,541, fully funded by State Mental Health Services Act and 2011 Sales Tax Realignment revenues.

JUSTIFICATION

DMH released a new solicitation for PBM services on November 27, 2023, and it requires additional time for the process to be completed. In order to avoid undue disruption of PBM services, DMH will return to your Board to request a one-year extension, with an optional six months extension, if necessary.

For indigent clients, DMH is financially responsible for dispensing approximately 4,000 prescriptions monthly by PBM contracted network retail pharmacies.

Each Supervisor
December 26, 2023
Page 2

The PBM services provided by Magellan include the following: (1) contracting with retail pharmacies to fill prescriptions for uninsured DMH clients; (2) processing prescription drug claims submitted electronically to Magellan by retail pharmacies; (3) reimbursing retail pharmacies for prescription drugs dispensed to uninsured DMH clients; (4) operating a customer services call center to answer questions posed by participating pharmacies, DMH staff, contracted clinic staff, and uninsured DMH clients; (5) maintaining updates to DMH's drug formulary; (6) providing administrative oversight of a pharmacy network; (7) negotiating discounts and rebates with drug manufacturers; and (8) providing clinical services, such as prior authorizations which are required when prescribers prescribe a medication that is not on the DMH formulary, and handling client appeals.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5100 (Sole Source Contracts), DMH is required to notify your Board at least six months prior to the expiration of an existing contract when there is not existing delegated authority to execute a new contract. If requested by a Board Office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board Office, within four weeks of this notice, DMH will begin contract negotiations and after the six month notification period, DMH will present to your Board a letter for approval to execute a new Sole Source Extension amendment, prior to the end of Fiscal Year 2023-24.

If you have any questions, or require additional information, please contact me at LWong@dmh.lacounty.gov or (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or (213) 943-9146.

LHW:CDD:KN
SK:RLR:atm

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

SOLE SOURCE CHECKLIST

Department Name: _____

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

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



 Chief Executive Office

 Date

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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 of the spending plan for funds from the State of California's settlement with the electronic cigarette manufacturer JUUL Labs, Inc. (JUUL), and to delegate authority to the Director of the Department of Public Health (Public Health), or designee, to amend to change percentage allocations, amounts and/or allowable uses, with advance notice to the Board, and execute or amend contracts to implement spending plan activities.	
PROGRAM	Public Health – Division of Chronic Disease and Injury Prevention; Office of Planning, Integration, and Engagement	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Settlement funds are now available to Public Health to begin spending on electronic cigarette and tobacco abatement activities.	
COST & FUNDING	Total cost: \$3.4 million (annually)	Funding source: JUUL Labs, Inc. (JUUL)
	TERMS (if applicable): The County of Los Angeles (County) received approximately \$3.4 million in in annual funding for abatement under the JUUL settlement for the next eight Fiscal Years (FY) beginning in FY 2024-25 which resides in a new dedicated, interest-bearing Special Revenue Fund. It is anticipated that this abatement funding will be available annually for up to eight years.	
	Explanation: There are no net County costs associated with this action. Funds will be available from JUUL settlement abatement funds.	
PURPOSE OF REQUEST	Approve funding allocations for abatement related to the state of California settlement with JUUL LABS, INC., and delegate authority to change percentage allocations, amounts, and/or allowable uses, and implement future phases of spending plan funding	
BACKGROUND (include internal/external issues that may exist including any related motions)	In April of 2023, the State of California received a \$175.8 million settlement as a result of a \$462 million multistate settlement agreement with electronic cigarette maker, JUUL, that was negotiated by the California Department of Justice (DOJ) and six other states. The suit pertained to JUUL's targeting of young people as a market for its electronic nicotine delivery system (ENDS) products, which are used in vaping. The County of Los Angeles (County) received approximately \$3.4 million in year one abatement funding for programming, and those funds currently reside in a new dedicated, interest-bearing Special Revenue Fund. It is anticipated that this abatement funding will be available annually for up to eight years. JUUL can also avail itself of a	

	<p>pre-payment clause no sooner than September 1, 2025. Public Health is charged with developing an annual spending plan for Board approval for the referenced abatement funds.</p> <p>Per the court-approved settlement, abatement funds must be used for activities directly related to six focus areas regarding the prevention and treatment of nicotine addiction; and educate consumers and the public on the harmful effects of vaping and/or nicotine use and addiction, including but not limited to: 1) programs that provide cessation assistance to Los Angeles County residents; 2) educational prevention programs designed to prevent or reduce use of ENDS and nicotine products; 3) research in support of preventing ENDS use by County residents; 4) research into the health effects of ENDS use; 5) programs or equipment designed to abate the impacts that ENDS and other nicotine products have had on youth and to reduce those impacts in the future; and finally, 6) other prevention, treatment, consumer education, and enforcement efforts.</p> <p>In alignment with these focus areas, Public Health will use JUUL funds to support four key initiatives:</p> <ol style="list-style-type: none"> 1. Tobacco Retail License Enforcement Enhancements and Expansion, 2. Youth and Young Adult Designed and Led Social Media and Peer Education Campaigns, 3. Vaping Cessation Project, and 4. Student Well Being Centers.
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how: Communities and activities selected for the focus of abatement fund project proposals were selected to best support those marginalized groups most harmed by electronic cigarette and tobacco use.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: The proposed projects and initiatives support the Board’s priorities of “Environmental Health Oversight and Monitoring” (tobacco retail license enforcement activities), and “Health Integration” (health education, vaping cessation, and wellbeing centers).</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs (213) 288-7871, jbobrowsky@ph.lacounty.gov</p> <p>Priya Batra, MD, MS – Deputy Director, Health Promotion Bureau, Department of Public Health (323) 974-2716, pbatra@ph.lacounty.gov</p> <p>Craig Kirkwood Jr, Deputy County Counsel, (213) 974-1751, ckirkwood@counsel.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

June 4, 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:

APPROVE SPENDING PLANS FOR FUNDS RELATED TO THE STATE OF CALIFORNIA SETTLEMENT WITH JUUL LABS, INC., AND DELEGATE AUTHORITY TO CHANGE PERCENTAGE ALLOCATIONS, AMOUNTS, AND/OR ALLOWABLE USES, AND EXECUTE OR AMEND CONTRACTS RELATED TO APPROVED SPENDING PLAN ACTIVITIES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval of the spending plan for funds from the State of California’s settlement with the electronic cigarette manufacturer JUUL Labs, Inc. (JUUL), and to delegate authority to the Director of the Department of Public Health (Public Health), or designee, to amend to change percentage allocations, amounts and/or allowable uses, with advance notice to the Board, and execute or amend contracts to implement spending plan activities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the spending plan (Enclosure) authorizing the utilization of approximately \$3.4 million in annual funding for abatement under the JUUL settlement for the next eight Fiscal Years (FY) beginning in FY 2024-25.
2. Delegate authority to the Director of Public Health, or designee, to amend and/or adjust the spending plan amounts for all JUUL settlement abatement funds through FY 2031-32, based on needs, available funding, and allowable uses, with advance notice to the Board.

3. Delegate authority to the Director of Public Health, or designee, to enter new contracts, amend or terminate such contracts, and/or amend existing contracts to implement JUUL settlement-related programming, provided the agreements are approved as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In April of 2023, the State of California received a \$175.8 million settlement as a result of a \$462 million multistate settlement agreement with electronic cigarette maker, JUUL, that was negotiated by the California Department of Justice (DOJ) and six other states. The suit pertained to JUUL's targeting of young people as a market for its electronic nicotine delivery system (ENDS) products, which are used in vaping. The County of Los Angeles (County) received approximately \$3.4 million in year one abatement funding for programming, and those funds currently reside in a new dedicated, interest-bearing Special Revenue Fund. It is anticipated that this abatement funding will be available annually for up to eight years. JUUL can also avail itself of a pre-payment clause no sooner than September 1, 2025. Public Health is charged with developing an annual spending plan for Board approval for the referenced abatement funds.

Per the court-approved settlement, abatement funds must be used for activities directly related to six focus areas regarding the prevention and treatment of nicotine addiction; and educate consumers, as well as the public on the harmful effects of vaping and/or nicotine use and addiction, including but not limited to: 1) programs that provide cessation assistance to Los Angeles County (LAC) residents; 2) educational prevention programs designed to prevent or reduce use of ENDS and nicotine products; 3) research in support of preventing ENDS use by LAC residents; 4) research into the health effects of ENDS use; 5) programs or equipment designed to abate the impacts that ENDS and other nicotine products have had on youth, which aim to reduce those impacts in the future; and finally, 6) other prevention, treatment, consumer education, and enforcement efforts.

In alignment with these focus areas, Public Health will use JUUL funds to support four key initiatives:

1. Tobacco Retail License Enforcement Enhancements and Expansion;
2. Youth and Young Adult Designed and Led Social Media and Peer Education Campaigns;
3. Vaping Cessation Project; and
4. Student Well Being Centers.

The full spending plan (Enclosure) provides additional details regarding each of these proposals.

Approval of Recommendation 1 will result in the approval of the recommended spending plan, authorizing approximately \$3.4 million in annual spending under the JUUL settlement abatement funds for the next eight FYs beginning in FY 2024-25.

Approval of Recommendation 2 will delegate authority to the Director of Public Health, or designee, to change or adjust the spending plan amounts for JUUL settlement funds for allowable uses, with advance notice to the Board.

Approval of Recommendation 3 will delegate authority to the Director of Public Health, or designee, to execute new contracts, amend or terminate such contracts, and/or amend existing contracts, to implement programming at an amount not to exceed the JUUL settlement abatement funds through FY 2032-33. This authority is needed to deploy resources and streamline services to ensure that settlement-funded activities reach the community as quickly as possible. Any contracts to be executed or amended as a result of this delegated authority will be funded by the JUUL settlement funds.

Implementation of Strategic Goals

The recommended actions support the following elements of the County's Strategic Plan:

1. North Star 1 – "Healthy Individuals and Families,"
2. North Star 2 – "Public Health,"
3. North Star 3 – "Streamlined and Equitable Contracting & Procurement," and "Flexible & Efficient Infrastructure".

FISCAL IMPACT/FINANCING

JUUL settlement abatement funds received by the County at approximately \$3.4 million in annual funding for abatement under the JUUL settlement will reside in an interest-bearing Special Revenue Fund administered by Public Health. Departmental program costs will be limited to available JUUL settlement abatement funding. There are no net County costs associated with this action.

The proposed spending plan (Enclosure) has been reviewed by County Counsel and aligns with all requirements for use.

Public Health recognizes that JUUL settlement abatement funds will be available to programs subject to the terms of the settlement (i.e., annual payments over eight years or a single pre-payment); County will receive a maximum of \$48 million over eight years and a minimum of approximately \$42 million, as there is a pre-payment discount clause where pre-payment may not be sooner than September 1, 2025. If a single prepayment is chosen, Public Health will make necessary adjustments at no net County cost.

Programs and initiatives funded using settlement funds will either sunset after use of final payment or Public Health will identify other existing resources to continue activities beyond JUUL settlement abatement fund availability at no net County cost.

Funding will be included in Public Health's fiscal year (FY) 2024-2025 Final Adopted Budget and will be included in future FYs, as necessary.

The Honorable Board of Supervisors

June 4, 2024

Page 4

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Per the court-approved settlement, abatement funds are to be used for program activities that will prevent and treat nicotine addiction; and educate consumers, as well as the public on the harmful effects of vaping and/or nicotine use and addiction.

Settlement fund usage is not subject to audits or any expiration dates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

While they are available, JUUL settlement abatement funds will support vital activities focused on preventing and mitigating the public health harms of electronic cigarette and tobacco use across the most affected LAC communities.

Respectfully submitted,

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

BF:gs
#07614

Enclosures

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

**Los Angeles County Department of Public Health:
JUUL Settlement Fund Proposed Annual Spending Plan**

Background: In April of 2023, the State of California received a \$175.8 million settlement a result of a \$462 million multistate settlement agreement with electronic cigarette maker, JUUL that was negotiated by the California Department of Justice (DOJ) and six other states. The suit pertained to JUUL's targeting of young people as a market for its electronic nicotine delivery system (ENDS) products, which are used in vaping. The County of Los Angeles (County) received **\$3.4 million** in year one abatement funding for programming, which resides in a new dedicated, interest-bearing Special Revenue Fund. It is anticipated that this **abatement funding will be available annually for up to eight years**. JUUL can also avail themselves of a pre-payment clause no sooner than September 1, 2025. The Department of Public Health (Public Health) is charged with developing an annual spending plan for Board of Supervisors approval for these abatement funds. Per the court-approved settlement, abatement funds must be used for activities in the six following focus areas that will prevent and treat nicotine addiction; and, educate consumers and the public on vaping and/or nicotine use and addiction, including but not limited to: 1) programs that provide cessation assistance to Los Angeles County (LAC) residents; 2) educational prevention programs designed to prevent or reduce use of ENDS and nicotine products; 3) research in support of preventing ENDS use by LAC residents; 4) research into the health effects of ENDS use; 5) programs or equipment designed to abate the impacts that ENDS and other nicotine products have had on youth and which aim to reduce those impacts in the future; and 6) other prevention, treatment, consumer education, and enforcement efforts.

Proposal: Public Health proposes four key initiatives that will be funded through the JUUL settlement in alignment with the six focus areas above.

1. **Tobacco Retail License (TRL) Enforcement Enhancements and Expansion:** Public Health's Division of Chronic Disease and Injury Prevention (CDIP) will expand its existing TRL enforcement activities to target flavored vaping and tobacco products. The project's strategies and expanded scope of activities will include contracting for youth decoy operations (e.g., stings to prevent ENDS sales to minors), compliance visits by Public Health Environmental Health Inspectors, and retailer education (e.g., creating and operating a responsible retailer initiative).
 - a. Estimated annual budget: **\$351,000**
 - b. New Department items requested (*as part of estimated annual budget*): **none**

2. **Youth and Young Adult Designed and Led Social Media and Peer Education Campaigns:** CDIP will contract with subject matter experts and community partners (e.g., youth focused community-based organizations, media consultants) in order to engage youth in developing their own social media and peer education campaigns; with the goal of educating peers as to the risks of vaping and tobacco use. This initiative will deliver meaningful public health education to youth across LAC while building participant capacity and skills.
 - a. Estimated annual budget: **\$504,000**
 - b. New Department items requested (*as part of estimated annual budget*): **none**

3. **Vaping Cessation Project:** This CDIP initiative will increase the capacity of health agency partners, community partners, and clinicians to provide cessation assistance to LAC residents who vape or use other tobacco products. This project will focus on priority populations with the highest vaping and tobacco use rates, including youth. Providing cessation services to ENDS users is particularly challenging for providers given the extremely high concentration of nicotine per vape (as compared with cigarettes), which then increases the likelihood of addiction in users. Contracts will be pursued to offer provider education.
 - a. Estimated annual budget: **\$248,000**
 - b. New Department items requested (*as part of estimated annual budget*): **none**

4. **Student Well Being Centers:** Public Health's Education Sector Unit (ESU), which is a part of the Office of Planning, Integration, and Engagement, will use JUUL funds to expand on the work of school-based Student Well Being Centers (WBCs) and their associated Peer Health Advocate Programs to provide education regarding the risks of vaping use/prevention and reduce risky behaviors among LAC youth. Vaping has been identified as a major problem by WBC school leadership, and JUUL funds will allow the WBCs to respond to this issue by purchasing and incorporating anti-vaping content into its ongoing substance use prevention activities and to hire staff to extend WBC hours (full school schedule availability) to better serve youth seeking education and services.
 - a. Estimated annual budget: **\$ 2.35 million**
 - b. New Department items requested (*as part of estimated annual budget*): **10**

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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	
SUBJECT	APPROVAL OF AMENDMENTS TO EXTEND TEMPORARY HEALTHCARE PERSONNEL AGREEMENTS AND APPROVAL TO EXECUTE NEW OR SUCCESSOR SPECIALTY MEDICAL SERVICES MASTER AGREEMENTS ON A TEMPORARY, AS-NEEDED BASIS WITH QUALIFIED MEDICAL PROFESSIONALS	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Temporary Healthcare Personnel Agreements are soon to expire on June 30, 2024.	
COST & FUNDING	Total cost: \$298.0 million for Temporary healthcare personnel agreements \$53.0 million for the SMS agreements	Funding source: DHS FY 24-25 Recommended Budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The purpose of this request is to extend current agreements with multiple temporary healthcare personnel and to execute new or successor Specialty Medical Services (SMS) agreements with qualified medical professionals on an as-needed basis.	
BACKGROUND (include internal/external issues that may exist including any related motions)	For over two decades, the Board has been instrumental in enabling DHS and other LA County departments (e.g., Public Health) to effectively meet fluctuating healthcare demands by consistently approving the renewal of temporary healthcare personnel and SMS agreements. The Board’s approval of these agreements has helped DHS to ensure that LA County patients receive critically needed care and treatment. Having the agreements in effect, coupled with delegations of authority granted by the Board that allow DHS to administer these agreements at the departmental level, including the ability to negotiate adjustments to rates, facilitated the timely mitigation of impacts from the local emergency related to COVID-19 and potential risks of labor actions to emergency and critical health services. These agreements and corresponding delegations of authority, which provide DHS the nimbleness to maintain consistent staffing coverage, are slated to expire on June 30, 2024.	

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: Julio C. Alvarado, Director, Contracts Administration and Monitoring, (213) 288-7819 JAlvarado@dhs.lacounty.gov Victoria Mansourian, Principal Deputy County Counsel, (213) 974-6681, VMansourian@counsel.lacounty.gov

June 4, 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 AMENDMENTS TO EXTEND TEMPORARY HEALTHCARE
PERSONNEL AGREEMENTS AND
APPROVAL TO EXECUTE NEW OR SUCCESSOR SPECIALTY MEDICAL
SERVICES MASTER AGREEMENTS ON A TEMPORARY, AS-NEEDED BASIS WITH
QUALIFIED MEDICAL PROFESSIONALS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval to (i) extend and otherwise amend master agreements for Temporary Nursing Personnel Services, Temporary Medical Personnel Services, Physician Registry Services and Temporary Therapeutic Hemapheresis and Dialysis Services (collectively, temporary healthcare personnel agreements) with multiple contractors and to enter into new temporary healthcare personnel agreements, and (ii) to execute new and successor agreements with qualified medical professionals for the provision of as-needed Specialty Medical Services (SMS) for use by the Department of Health Services (DHS) and other Los Angeles County (LA County) departments.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DHS (Director), or authorized designee, to:
(i) execute amendments to temporary healthcare personnel agreements, including those listed in Attachment 1, effective upon execution following the Board of Supervisors' (Board) approval, to extend the term of each such agreement for the period of July 1, 2024 through June 30, 2025, with two (2) one-year extension options, for the continued provision of as-needed medical services, at an estimated annual cost of \$298.0 million; and (ii) execute new agreements for temporary healthcare personnel with qualified entities, subject to prior review and approval as to form by County Counsel.
2. Delegate authority to the Director, or authorized designee, to execute new and successor master agreements for temporary, as-needed SMS with qualified medical professionals, effective July 1, 2024 through June 30, 2025, with four (4)

one-year term extension options, for a maximum agreement term of five (5) years and an estimated annual cost of \$53.0 million.

3. Delegate authority to the Director, or authorized designee, to: (i) exercise term extension options for temporary healthcare personnel and as-needed SMS agreements (cumulatively, agreement(s)); (ii) add, delete, and/or modify certain terms and conditions of the agreements as required by law, LA County policy, the Board, or the Chief Executive Officer; (iii) modify the agreements, including scope of services, classifications, and compensation within the maximum compensation limits, for operational efficiencies and to address changes in service needs, with corresponding changes to payment terms; (iv) incorporate and/or revise non-substantive and administrative terms and conditions; (v) increase and otherwise adjust compensation for existing and new classifications in order to allow for service differentials, to remain competitive with market rates and to respond to emergencies; and (vi) effect termination of agreements, with all such actions that require amendments to agreements subject to prior review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Background and Justification

For over two decades, the Board has been instrumental in enabling DHS and other LA County departments (e.g., Public Health) to effectively meet fluctuating healthcare demands by consistently approving the renewal of temporary healthcare personnel and SMS agreements. The Board's approval of these agreements has helped DHS to ensure that LA County patients receive critically needed care and treatment. Having the agreements in effect, coupled with delegations of authority granted by the Board that allow DHS to administer these agreements at the departmental level, including the ability to negotiate adjustments to rates, facilitated the timely mitigation of impacts from the local emergency related to COVID-19 and potential risks of labor actions to emergency and critical health services. These agreements and corresponding delegations of authority, which provide DHS the nimbleness to maintain consistent staffing coverage, are slated to expire on June 30, 2024.

While it is an ongoing priority and goal at DHS to meet the needs of LA County with permanent employees, temporary healthcare personnel agreements and SMS agreements are inherently needed to supplement DHS during intermittent staffing shortages, peak or intermittent demand, emergencies, as well as vacations, and planned and unplanned leaves at LA County facilities and programs. Further, as one-time and temporary funds become available, these agreements facilitate the timely implementation of corresponding initiatives. As an example, during the COVID-19 pandemic, these agreements were leveraged by LA County to open and operate numerous quarantine and isolation sites. The increase in demand for temporary staff resources and low supply at the time, locally and nationally, triggered increases to rates for high-demand positions in healthcare.

Post-pandemic, the healthcare market has continued to be competitive and this prompted DHS to evaluate contract rates for roles that had not been increased in many years, and, as a result, had become increasingly difficult to fill, such as radiologists and anesthesiologists. Additionally, while DHS has seen a reduction in registered nurse turnover in 2023, the Southern California healthcare landscape continues to face challenges along with some healthcare roles experiencing nationwide workforce shortages. The Board has historically approved rate increases and differentials under these agreements to align compensation to contractors with that in the private sector, and delegated authority to DHS to make subsequent adjustments to the contract rates, as necessary, in order for LA County to obtain healthcare resources. Therefore, DHS is seeking renewed support and delegated authority from the Board to continue to obtain temporary and as-needed registry coverage at competitive rates.

Temporary Healthcare Personnel Agreements

As previously mentioned, access to temporary as-needed staffing is inherently needed for stable delivery of patient care and especially in 24/7 patient care settings. While DHS and LA County continue to prioritize recruitment efforts and hiring initiatives, there are varied and complex factors for temporary as-needed staffing such as retirements/turnover, cyclical educational programs to produce qualified and licensed candidates, hiring/exam processes, recruitment challenges in certain fields or by location/shift, peak or seasonal workloads, and the need to backfill employees on leave or pending temporary or permanent work restrictions. In addition, DHS employees and workforce engaged via current temporary healthcare personnel services agreements are involved in the implementation of DHS' enterprise-wide, standardized and integrated acuity, scheduling, and time capture system named ASTER (Acuity, Scheduling and Time Employee Resource), which provides a patient acuity system for in-patient nursing and replaces manual schedules with a dynamic scheduling system. Implementation of the ASTER system is projected to continue through the end of 2024, following successful go-lives at multiple DHS facilities with ASTER being utilized by DHS employees and temporary healthcare personnel.

By authorizing DHS to extend the existing temporary healthcare personnel agreements, the Board will be helping to prevent disruptions and delays to the DHS-wide implementation of the ASTER system. Replacing the current agreements at this juncture would require updating and adding new temporary healthcare personnel agreements and their workforce to the ASTER system, system reprogramming and extensive data entry, all of which would cause delays in the ASTER system implementation process. Therefore, extending the existing temporary healthcare personnel agreements is the most prudent choice for DHS at this time.

Specialty Medical Services Agreements

DHS has historically faced challenges in recruiting and hiring appropriately qualified and specialized medical professionals, such as physicians and advanced practice providers, to meet the healthcare needs of patients. To mitigate this issue, DHS continues to need

the ability to engage SMS contractors, either as independent contractors or through specific organizations, including local hospitals and universities, to supplement LA County's workforce and ensure consistent quality of care.

Recommendations

Approval of the first recommendation will authorize the Director, or authorized designee, to extend the current temporary healthcare personnel agreements that are scheduled to expire on June 30, 2024, and to enter into new temporary healthcare personnel agreements to supplement LA County's workforce at the healthcare facilities as needed to ensure that LA County patients receive critically needed care and treatment and to prevent disruption to the DHS-wide implementation of the ASTER system.

Approval of the second recommendation will authorize the Director, or authorized designee, to execute new SMS agreements and replace the current SMS agreements that are scheduled to expire on June 30, 2024, to ensure that LA County can continue to secure front line medical professionals to support critical operations and to meet patient needs, especially during staffing shortages, workload surges or emergencies.

Approval of the third recommendation will authorize the Director, or authorized designee, to make necessary contractual modifications to effectively manage and terminate all agreements as necessary. This will enable LA County to be nimble in a fast-paced industry and to remain competitive in contracting with the most qualified and experienced medical professionals available, thus ensuring that DHS and other LA County facilities remain staffed for critical patient care needs, even at times of peak demand, and continue to offer compensation differentials for medical professionals to fill staffing needs in the facilities and programs that have traditionally had difficulty recruiting and retaining medical professionals due to their geographic locations or challenging working environments, such as High Desert Regional Health Center and Correctional Health Services.

Implementation of Strategic Plan Goals

The recommended actions support North Star 1 – Healthy Individuals and Families and North Star 3 – Flexible and Efficient Infrastructure of LA County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated annual cost for the temporary healthcare personnel agreements is \$298.0 million, and for the SMS agreements is \$53.0 million. Funding is included in the DHS Fiscal Year (FY) 2024-25 Recommended Budget using existing resources and will be requested in future years' budget, as necessary. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The temporary healthcare personnel agreements and SMS agreements include all Board required provisions and have been approved as to form by County Counsel. Neither temporary healthcare personnel nor SMS agreements are subject to Chapter 2.121 (Contracting with Private Businesses) of the LA County Code, as these agreements are for temporary, as-needed services.

LA County may terminate the temporary healthcare personnel agreements and SMS agreements upon written notice as set forth in the agreements.

Specialty Medical Services

Under the terms of SMS agreements, LA County provides indemnity to independent contractor physicians, with the exclusion of reckless or intentional misconduct and illegal acts, as a form of medical malpractice insurance coverage consistent with the industry standard.

CONTRACTING PROCESS

The temporary healthcare personnel and the SMS agreements have been and will continue to be based on agreement templates containing Board-required provisions and approved as to form by County Counsel and offered only to service providers that meet certain predefined qualification requirements. Due to the sensitive nature of services provided under the SMS agreements, each prospective contractor will be required to undergo a rigorous qualifying process, which, at a minimum, includes a review of applicable licensing and other accreditations to ensure good standing, background checks, and other processes as required prior to execution of the agreements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that LA County can adequately meet the healthcare needs of patients with appropriate staffing at all times.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:ja:es

Enclosure

The Honorable Board of Supervisors
June 4, 2024
Page 6

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

Temporary Nursing Personnel Services

	Agreement #	Contractor
1	H-705539	Associated Health Professionals, Inc.
2	H-705540	ATC Healthcare Services, Inc.
3	H-705984	Cross Country Staffing, Inc.
4	H-705542	EZ Staffing, Inc.
5	H-705545	Master Staffing, Inc.
6	H-705993	Maxim Healthcare Services, Inc.
7	H-705986	PS National, Inc. dba Professional Staffing
8	H-706546	Platinum Healthcare Staffing
9	H-706545	Medipro Medical Staffing, LLC
10	H-705987	Professional Resource Enterprises, Inc. dba UNI
11	H-705989	Aequor Healthcare Services LLC dba USSI
12	H-708595	Asereth Medical Services
13	H-708596	KPG Healthcare, LLC
14	H-708717	Medica Talent Group, Inc.
15	H-708719	X-PRT Staffing Inc.
16	H-708718	Assignment America LLC dba Cross Country Workforce Solutions Group
17	H-708721	Aya Healthcare Inc.
18	H-708735	Be Well Nursing
19	H-708749	Medical Referral Network International dba ESP Personnel
20	H-708720	Medical Solutions, LLC
21	H-708748	Tempus LLC dba Epic Travel Staffing
22	H-708915	Healthcare Staffing Professionals, Inc.
23	H-709294	SHC Services, Inc.
24	H-709295	NuWest Group Holdings, LLC
25	H-709296	ProLink Healthcare, LLC
26	H-709297	Covelo Group, Inc.
27	H-709298	Pulse Clinical Alliance California LLC
28	H-709299	Wynden Stark LLC dba GQR Global Markets
29	H-709330	SnapMed Tech, Inc.

Temporary Medical Personnel Services

	Agreement #	Contractor
1	H-706577	American Staffing Registry, Inc.
2	H-706571	Asereth Medical Services
3	H-706569	Associated Health Professionals, Inc.
4	H-707357	ATC Healthcare Services, Inc.
5	H-707842	B2B Staffing Services, Inc.
6	H-706567	Cross Country Staffing, Inc.
7	H-706573	Echo Tech Imaging, Inc.
8	H-706856	Fusion Medical Staffing, LLC
9	H-706561	Global Service Resources, Inc.

Temporary Medical Personnel Services

	Agreement #	Contractor
10	H-706575	Golden Imaging
11	H-707426	Healthcare Staffing Professionals, Inc.
12	H-707012	KPG Healthcare, LLC
13	H-706578	Maxim Healthcare Services, Inc.
14	H-706607	Photon Physics Services, Inc.
15	H-706564	Platinum Healthcare Staffing
16	H-706562	Preferred Healthcare Registry, Inc.
17	H-706570	Pridestaff, Inc., dba RX Relief, Inc.
18	H-706568	Medipro Medical Staffing, LLC
19	H-706566	Siracusa Enterprises, Inc. dba Quality Temp Staffing
20	H-706592	Soliant Health, Inc.
21	H-707930	SHC (Supplemental Healthcare) Services, Inc.
22	H-706560	Synaptic Technologies, Inc.
23	H-706563	X-PRT Staffing, Inc.
24	H-708912	Vista Staffing Solutions, Inc.

Physician Registry Services

	Agreement #	Contractor
1	H-706642	KPG Healthcare, LLC
2	H-704378	Anesthesia Provider Group
3	H-706714	Jackson & Coker
4	H-704379	Pacific Anesthesia Provider Group
5	H-708229	American Correctional Solutions, Inc.
6	H-704381	Medical Doctor Associates, LLC dba Cross Country Locums
7	H-708351	Orbit Health, A Professional Corporation dba Orbit Health Telepsychiatry
8	H-708311	Vista Staffing Solutions, Inc.
9	H-708571	Asereth Medical Services
10	H-709509	ExMed, Inc.
11	H-709511	Imperial Locum Services, APC
12	H-709512	Maxim Physician Resources, LLC dba Maxim Locum Tenens and Advanced Practitioners
13	H-709513	Registry of Physician Specialists

Temporary Therapeutic Hemapheresis & Dialysis Services

	Agreement #	Contractor
1	H-707037	Southland Medical Dialysis, Inc.
2	H-705990	HaemoStat, Inc.
3	H-709331	KidneyCare Dialysis, Inc.
4	H-710230	Blood Bank of San Bernardino and Riverside Counties dba LifeStream

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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 approval to execute 9 contracts for the provisions of Healthy Families America (HFA) and 7 contracts for the provision of Parents As Teachers (PAT) Home Visiting Program Services (HVP) with qualified agencies selected under a competitive solicitation process, effective July 1, 2024, through December 31, 2026, and delegated authority to execute future amendments and change notices as appropriate, and to suspend or terminate.	
PROGRAM	Maternal, Child, and Adolescent Health Division (MCAH)	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Current HVP contracts expire on June 30, 2024. New HFA and PAT services contracts to be effective July 1, 2024, to ensure smooth continuation or transition of services.	
COST & FUNDING	Total cost: \$46,865,967	Funding source: Funding source: Departments of Public Social Services (DPSS) and Children and Family Services (DCFS), and the California Department of Public Health (CDPH) California Home Visiting Program (CHVP).
	TERMS (if applicable): July 1, 2024, through June 30, 2026	
	Explanation: Continued funding from DPSS, DCFS and CDPH CHVP is contingent upon approval and availability.	
PURPOSE OF REQUEST	Authorize and instruct Public Health to execute contracts with 16 qualified agencies to support Public Health's HVP services utilizing evidence-based HFA and PAT home visitation models in high priority cities in the eight Service Planning Areas (SPA) in Los Angeles County (LAC).	
BACKGROUND (include internal/external issues that may exist including any related motions)	HVP is a continued collaboration between the Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA), the LAC Perinatal and Early Childhood Home Visitation Consortium, the County's Office of Child Protection, the Children's Data Network, Departments of Health Services, Mental Health, Probation, DPSS, and DCFS to develop a plan to coordinate, enhance, expand, and advocate for high quality home visiting programs to serve more expectant and parenting families. HVP services coordinate successful mental health and family support linkages to prevent trauma risks for young children and to strengthen expectant and parenting families so that children are healthy, safe and ready to learn.	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #1. Child Protection. Services provide effective coordination and delivery of critical health, development, early learning, child abuse and neglect prevention, and family support services to pregnant women, their newborns, young children and families.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Melissa Franklin, Director, MCAH, (213) 639-6400 mfranklin@ph.lacounty.gov Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 680-2165 CKirkwood@counsel.lacounty.gov



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

DRAFT

BOARD OF SUPERVISORS

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Chief Deputy Director

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June 4, 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 CONTRACTS FOR THE PROVISION OF
HEALTHY FAMILIES AMERICA AND PARENTS AS TEACHERS
HOME VISITING PROGRAM SERVICES**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute # contracts for the provision of Healthy Families America and Parents As Teachers Home Visiting Program Services, effective July 1, 2024, through June 30, 2026, as well as the delegated authority to extend the term through December 31, 2030.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute 9 Healthy Families America (HFA) contracts and 7 Parents As Teachers (PAT) contracts for Home Visiting Program (HVP) Services, substantially similar to Exhibit I, with qualified agencies listed in Attachment A, selected under a competitive solicitation process to provide HVP Services, effective July 1, 2024, through June 30, 2026, for a total maximum obligation not to exceed \$46,865,967, 100 percent funded by the Department of Public Social Services (DPSS), partially comprised of federal funds, Assistance Listing number 93.558, through the California Department of Social Services, Department of Children and Family Services (DCFS), and the California Department of Public Health (CDPH) California Home Visiting Program (CHVP).

2. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the contracts that, a) extend the term through December 31, 2030, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; b) allow the rollover of unspent contract funds, if allowable by the grantor; c) provide an increase or decrease in funding up to 50 percent above or below the annual base maximum obligation, effective upon amendment execution, or beginning of applicable contract term; d) update the statement of work and/or scope of work, as necessary; e) 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; 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, to terminate contracts for convenience by providing a 30-calendar day advance written notice to contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Recommendation 1 will enable Public Health to execute 16 contracts with qualified agencies to support Public Health's HVP services utilizing evidence-based HFA and PAT home visitation models in high priority cities in the eight Service Planning Areas (SPA) in Los Angeles County (LAC).

HVP is a continued collaboration between the Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA), the LAC Perinatal and Early Childhood Home Visitation Consortium, the County's Office of Child Protection, the Children's Data Network, Departments of Health Services, Mental Health, Probation, DPSS, and DCFS to develop a plan to coordinate, enhance, expand, and advocate for high quality home visiting programs to serve more expectant and parenting families. HVP services coordinate successful mental health and family support linkages to prevent trauma risks for young children and to strengthen expectant and parenting families so that children are healthy, safe, and ready to learn.

Approval of Recommendation 2 will allow Public Health to execute future amendments to the contracts to extend the term through December 31, 2030, at amounts to be determined by the Director of Public Health, contingent upon the availability of funding

and contractors' performance; rollover unspent contract funds; provide an increase or decrease funding up to 50 percent above or below the annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term, 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 and changes to hours of operation and/or service locations.

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.1, Increase Our Focus on Prevention Initiatives; Objective I.1.6 Increase Home Visitation Capacity, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total County maximum obligation for the 16 recommended contracts is \$23,401,090, for the term effective July 1, 2024, through June 30, 2025; and \$23,464,877, for the term effective July 1, 2025, through June 30, 2026, funded by DPSS, DCFS and CDPH CHVP.

There is no net County cost associated with this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.120, your Board was notified on May 8, 2024, of Public Health's requests to increase or decrease funding up to 50 percent above or below each term's annual base maximum obligation.

Exhibit I is the contract template approved by County Counsel. Attachment A is a list of the recommended contracts. Attachment B is the contracting opportunity announcement

on the County of Los Angeles website. Attachment C is the Community Business Enterprise Information Summary for the recommended contractors.

CONTRACTING PROCESS

On January 18, 2024, Public Health released a Request for Applications (RFA) #2024-001 to solicit applications from qualified agencies to provide HFA and PAT HVP services in LAC. Responses to the RFA were due to Public Health on February 16, 2024.

The contracting opportunity announcement was posted on the County of Los Angeles' website (Attachment B), as well as Public Health's Contracts and Grants website, and sent by electronic mail to 19 prospective agencies listed on Public Health's internal list that provide similar services.

Public Health received 17 applications from 16 agencies by the submission deadline of February 16, 2024. The applications were reviewed by an evaluation committee comprised of subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the RFA solicitation process. As a result, Public Health is recommending contracts for 15 of the Applicants.

Pursuant to the selection criteria established in the RFA, one application was deemed non-responsive and was disqualified. A Disqualification Letter was issued via electronic mail to the applicant on March 21, 2024.

On May 2, 2024, notifications of the RFA results were sent to the recommended Applicants (Attachment A). Public Health has obtained a Letter of Intent from each of the recommended Applicants.

Community Business Enterprise Program information as reported by the recommended Applicants is identified in Attachment C. The Applicants were selected for award 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 HFA and PAT HVP services to residents in LAC.

Respectfully submitted,

The Honorable Board of Supervisors
June 4, 2024
Page 5

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

BF:sp
#07441

Enclosures

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

Recommended Contractors for Healthy Families America and Parents As Teachers Home Visiting Program Services

Healthy Families America (HFA) Home Visiting Program Services

	Name of Agency	Sup. District(s)	SPA(s)*	Contract Amount FY 2024-2025	Contract Amount FY 2025-2026
1	Antelope Valley Partners for Health	5	1	\$850,000	\$850,000
2	Children's Bureau of Southern California	1, 3	4	\$784,956	\$799,967
3	Children's Institute, Inc.	1, 3	4	\$850,000	\$850,000
4	Dignity Health dba: St. Mary Medical Center	2, 3, 4	5, 8	\$850,000	\$850,000
5	Foothill Family Service	1, 4, 5	3	\$850,000	\$850,000
6	Pacific Asian Counseling Services	3, 5	2	\$2,000,000	\$2,000,000
7	SHIELDS for Families	2, 4	6	\$1,150,000	\$1,150,000
8	The Children's Clinic Serving Children & Their Families	2, 3, 4	5, 8	\$547,580	\$552,632
9	Wellnest: Emotional Health & Wellness	1, 2, 4	6, 7	\$1,700,000	\$1,700,000
Total for HFA:				\$9,582,536	\$9,602,599

Parents As Teachers (PAT) Home Visiting Program Services

	Name of Agency	Sup. District(s)	SPA(s)*	Contract Amount FY 2024-25	Contract Amount FY 2025-26
1	Child Care Resource Center, Inc.	3, 5	1, 2	\$2,450,000	\$2,450,000
2	El Nido Family Centers	1, 3, 5	2, 4	\$2,750,000	\$2,750,000
3	Human Services Association	1, 4	7	\$1,225,000	\$1,225,000
4	Plaza Community Center, Inc.	1, 3	4	\$1,225,000	\$1,225,000
5	Richstone Center, Inc.	2, 3, 4	5, 6, 8	\$2,193,554	\$2,237,278
6	SHIELDS for Families	2, 4	6	\$1,525,000	\$1,525,000
7	The Whole Child	1, 4, 5	3, 7	\$2,450,000	\$2,450,000
Total for PAT:				\$13,818,554	\$13,862,278

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**HEALTHY FAMILIES AMERICA AND
PARENTS AS TEACHERS HOME VISITING PROGRAM**

**DEPARTMENT OF PUBLIC HEALTH
HEALTHY FAMILIES AMERICA AND PARENTS AS TEACHERS
HOME VISITING PROGRAM CONTRACT**

Paragraph	TABLE OF CONTENTS	Page
<u>CONTRACT BODY (CB)</u>		
1.	Applicable Documents.....	XX
2.	Definitions.....	XX
3.	Description of Services.....	XX
4.	Term of Contract	XX
5.	Maximum Obligation of County	XX
6.	Invoices and Payment.....	XX
7.	Funding/Services Adjustments and Reallocations.....	XX
8.	Alteration of Terms/Amendments.....	XX
9.	Confidentiality.....	XX
10.	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	XX
11.	Indemnification	XX
12.	General Provisions for all Insurance Coverages	XX
13.	Insurance Coverage Requirements.....	XX
14.	Ownership of Materials, Software, Copyright	XX
15.	Publicity.....	XX
16.	Record Retention and Audits	XX
17.	Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying.....	XX
UNIQUE TERMS AND CONDITIONS		
18A.	Contractor’s Charitable Activities Compliance.....	XX
18B.	Contractor’s Exclusion from Participation in a Federally Funded Program.....	XX
18C.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76).....	XX
18D.	Whistleblower Protections	XX

18E. Compliance with County’s Child Wellness Policy	XX
18F. Data Destruction	XX
18G. Child/Elder Abuse/Fraud Report.....	XX
19. Conflict of Terms	XX
20. Contractor's Offices.....	XX
21. Notices	XX

ADDITIONAL PROVISIONS (AP)

22. Administration of Contract.....	XX
23. Assignment and Delegation/Mergers or Acquisitions	XX
24. Authorization Warranty.....	XX
25. Budget Reduction.....	XX
26. Contractor Budget and Expenditures Reduction Flexibility.....	XX
27. Complaints.....	XX
28. Compliance with Applicable Law	XX
29. Compliance with Civil Rights Law	XX
30. Compliance with the County’s Jury Service Program.....	XX
31. Compliance with County’s Zero Tolerance Policy on Human Trafficking	XX
32. Compliance with Fair Chance Employment Practices.....	XX
33. Compliance with the County's Policy of Equity.....	XX
34. Conflict of Interest	XX
35. Consideration of Hiring Gain/START Participants.....	XX
36. Contractor Responsibility and Debarment.....	XX
37. Contractor’s Acknowledgement of County’s Commitment to the Safely Surrendered Baby Law.....	XX
38. Contractor’s Warranty of Adherence to County’s Child Support Compliance Program.....	XX
39. County’s Quality Assurance Plan	XX
40. Service Delivery Site – Maintenance Standards	XX
41. Rules and Regulations	XX
42. Damage to County Facilities, Buildings or Grounds	XX
43. Employment Eligibility Verification.....	XX

44.	Default Method of Payment: Direct Deposit or Electronic Funds transfer.....	XX
45.	Counterparts Electronic Signatures and Representations.....	XX
46.	Fair Labor Standards	XX
47.	Fiscal Disclosure	XX
48.	Force Majeure.....	XX
49.	Governing Law, Jurisdiction, and Venue	XX
50.	Health Insurance Portability and Accountability Act of 1996 (HIPAA)	XX
51.	Independent Contractor Status	XX
52.	Licenses, Permits, Registrations, Accreditations, Certificates	XX
53.	Nondiscrimination and Affirmative Action	XX
54.	Non-Exclusivity.....	XX
55.	Notice of Delays	XX
56.	Notice of Disputes	XX
57.	Notice to Employees Regarding the Federal Earned Income Credit	XX
58.	Notice to Employees Regarding the Safely Surrendered Baby Law	XX
59.	Prohibition Against Inducement or Persuasion.....	XX
60.	Prohibition Against Performance of Services While Under the Influence	XX
61.	Public Records Act.....	XX
62.	Purchases.....	XX
63.	Real Property and Business Ownership Disclosure	XX
64.	Reports.....	XX
65.	Recycled Content Bond Paper	XX
66.	Prohibition from Participation in Future Solicitations	XX
67.	Staffing and Training/Staff Development.....	XX
68.	Subcontracting	XX
69.	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program	XX
70.	Termination for Convenience	XX
71.	Termination for Default.....	XX
72.	Termination for Gratuities and/or Improper Consideration	XX
73.	Termination for Insolvency	XX

74. Termination for Non-Appropriation of Funds	XX
75. No Intent to Create a Third Party Beneficiary Contract	XX
76. Time Off for Voting	XX
77. Validity.....	XX
78. Waiver.....	XX
79. Warranty Against Contingent Fees	XX
80. Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	XX
81. Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	XX
82. Injury and Illness Prevention Program.....	XX

STANDARD EXHIBITS

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

UNIQUE EXHIBITS

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Notice of Federal Subaward Information

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
HEALTHY FAMILIES AMERICA AND PARENTS AS TEACHERS
HOME VISITING PROGRAM CONTRACT**

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

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

and _____
(hereafter "Contractor").

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

WHEREAS, on (April 23, 2024,) the Board delegated authority for the County's Director of the Department of Public Health (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for Healthy Families America and Parents As Teachers Home Visiting Program Services to preserve and protect the public's health; and

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

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

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide (give title of services) for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County has been allocated funds from the Department of Social Services (DPSS) CalWORKS, partially comprised of federal funds, Assistance Listing Number 93.558 through the California Department of Social Services, Department of Children and Family Services (DCFS), and the California Department of Public Health (CDPH) California Home Visiting Program (CHVP), of which a portion has been designated to this Contract.

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task,

deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

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

Unique Exhibits

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Notice of Federal Subaward Information

2. DEFINITIONS:

A. Contract: This agreement is 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 Scope of Work, Exhibit B.

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

3. DESCRIPTION OF SERVICES:

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

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

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

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

4. TERM OF CONTRACT:

The term of this Contract shall be effective July 1, 2024, and shall continue in full force and effect through June 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify Maternal, Child and Adolescent Health (MCAH) when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to MCAH at the address herein provided under the NOTICES paragraph.

5. MAXIMUM OBLIGATION OF COUNTY:

A.1 For the period of July 1, 2024, through June 30, 2025, the maximum obligation of County for all services provided hereunder shall

not exceed _____ (\$XXX,XXX), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

A.2 For the period of July 1, 2025, through June 30, 2026, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$XXX,XXX), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

B. Contractor will not be entitled to payment or reimbursement for any tasks or services performed, or for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

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

D. No Payment for Services Provided Following Expiration/Termination of Contract: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any

service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

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

B. Contractor shall invoice the County monthly in arrears. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Invoices must be submitted to County within 30 calendar days after the close of each calendar month. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice and will make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Invoices must be submitted directly to MCAH at the address herein provided under the NOTICES Paragraph.

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

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

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

Failure to provide the annual cost report may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

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

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, Director will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County, is in material breach of this Contract or has failed to fulfill its obligations under this Contract, until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval

by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

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

8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal

understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

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

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized

by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

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

9. CONFIDENTIALITY:

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

B. Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its

officers, employees, agents, or Subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

D. Contractor must sign and adhere to the provisions of Exhibit E,

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

qualified, former County employees who are on a re-employment list, during the life of this Contract.

11. INDEMNIFICATION: The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County and its Agents have been given Insured status under the Contractor's General Liability policy, must be

delivered to the County at the address shown below and provided prior to commencing services under this Contract.

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

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

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

Attention: Manager Contract Monitoring Section

Contractor must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor's employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy, with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with

respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

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

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

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

L. Application of Excess Liability Coverage: Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision, with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor's use of self-insurance, risk

retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned," "leased," "hired," and/or non-owned autos, as each may be applicable.

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

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

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 Million per claim and \$3 Million aggregate. Further, Contractor

understands and agrees it must maintain such coverage for a period of not less than three years following this Contract's expiration, termination, or cancellation.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

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

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

E. Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

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

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

16. RECORD RETENTION AND AUDITS:

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

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may

from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:

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

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

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services.

Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

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

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven years following expiration or

earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within 10 calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed, or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within 30 calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with 2 CFR 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is/are delivered to County.

The independent auditor's work papers shall be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and

shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 10 working days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

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

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within 30 calendar days of termination of this Contract, such audit finds that the units of service, allowable costs of services

and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor will only be reimbursed for its actual allowable and documented costs.

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

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

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

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A
FEDERALLY FUNDED PROGRAM:

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

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

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

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

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

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

18D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 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. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Los Angeles County Board of Supervisors Policy Manual, Chapter 3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18F. DATA DESTRUCTION:

A. If Contractor that have maintains, processes or stores the County of Los Angeles' ("County") data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>).

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18G. CHILD/ELDER ABUSE/FRAUD REPORT

- A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.
- B. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at: (800) 540-4000, within 24 hours of suspicion of instances of child abuse.
- C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in WIC Section 15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

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

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

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at _____ . Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least 10 calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing, and may either be delivered personally or sent by registered or certified mail, return receipt requested,

postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least 10 working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of Maternal, Child and Adolescent Health
600 South Commonwealth Avenue, Suite 800
Los Angeles, California 90005

Attention: Project Director

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

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract, or be placed and/or assigned within the Department of Public Health. During the term of this Contract, the

Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal, or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

B. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent requires a

written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY: The Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTION: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees, and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during

the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 10 calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within 30 business days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients, as well as current and recurring clients, are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

E. If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within 30 business days for County approval.

F. If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.

G. Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor must comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

B. Contractor must indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands,

damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied

the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

Additionally, Contractor certifies to the County:

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

Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

30. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or, 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph must be inserted into

any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

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

(4) Contractor’s violation of this sub-paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing services under this Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate

the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a

complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph will be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or 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 must be given first priority.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of the County Code: Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County

acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative/proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a contractor has been debarred for a period longer than five years, that contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence

discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractors: These terms will also apply to Subcontractors of County contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT

TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and

Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and

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

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or Contractor's employees or agents. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

B. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by

federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

B. Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

44. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

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

Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

45. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

REPRESENTATIONS: This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities, (e.g., facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

46. FAIR LABOR STANDARDS: Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability,

including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the County may be found jointly or solely liable.

47. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within 10 calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

48. FORCE MAJEURE:

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

B. Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises

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

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

49. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

50. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

51. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and Contractor and is not intended, and must not be construed, to create the relationship of agent,

servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

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

52. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor will obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor will ensure that all of its officers, employees, and

agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor will provide a copy of each license, permit, registration, accreditation, and certificate upon request of Public Health at any time during the term of this Contract.

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

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

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

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

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

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

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

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

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

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

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

55. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, 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 G (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 shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

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

with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor must maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor must contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same

condition as such property was received by Contractor, reasonable wear and tear expected; or, (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within 10 calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or

sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner, (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If, during the term of this Contract, the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within 30 calendar days prior to the effective date thereof.

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

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

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

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

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to

perform services hereunder. If an executive director, program director, or 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 shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities must be planned and scheduled in advance, and conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

68. SUBCONTRACTING:

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

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

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

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

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

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

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

C. Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract must also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent is provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor must notify its Subcontractors of this County right.

G. Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and is subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor must deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

H. Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

K. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

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

- A. Stop work under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the work as would not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than 60 calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

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

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

In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner

as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

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

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions

hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

72. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract, or making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

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 shall terminate as of June 30th, of the last fiscal year for which funds were appropriated.

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

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

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

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

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

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

79. WARRANTY AGAINST CONTINGENT FEES:

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

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

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

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

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

81. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set

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

82. INJURY AND ILLNESS PREVENTION PROGRAM

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

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

COUNTY OF LOS ANGELES

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

(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

Revised 10-2022 – Approved by Counsel

#07289:sp

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

PERIOD: July 1, 2024, through June 30, 2026

CONTRACTOR: _____

Project Goals:

The Home Visiting Services Learning Sites (LS) under the Family First Prevention Services (FFPS) Program State Block Grant (SBG) will provide pregnant and parenting families in the pilot initiatives with home-based support, knowledge, skills, tools, assistance, and linkages to create a healthy, safe, and ready to learn home environment and establish a secure attachment and development of children 0-5 years old, especially families who have children at imminent risk of entry or are already into foster care. These services expand the continuum of prevention and early intervention services provided by the Department of Public Health (Public Health) Maternal, Child, and Adolescent Health Home Visiting Program (MCAH HVP).

These Department of Children’s and Families Services (DCFS) SBG LS, based on appropriation under the California Budget Act of 2021, will support continuum of prevention services in Los Angeles County (LAC), build and improve on infrastructure of referrals and services, and train the professional workforce to deliver model fidelity evidence-based prevention and early intervention services to families and their children.

Healthy Families America (HFA) agencies will:

- a. Provide nationally accredited home visiting services to at-risk populations, integrating mental health screening and referrals to support increase in protective factors, decrease in risk factors, and promotion of maternal and child health and well-being;
- b. Provide leadership and structure for the implementation of the Public Health-led SBG LS at the agency level;
- c. Collect and submit required SBG data; and
- d. Monitor outcome measures and performance-based indicators based on Evidence-Based Program (EBP) model fidelity.

Objective 1: Provide leadership and structure for the implementation of home visiting services learning sites under DCFS SBG.

Objectives	Activities and Subtasks	Timeline	Deliverables
STAFF REQUIREMENTS			
1.1 HFA implementing agency shall maintain accreditation as an affiliate program of the HFA National Office, have a business office in the service planning area (SPA) of targeted service, and have three-years minimum of providing home visitation services.	1.1.1 Use HFA evidence-based model for delivery of services under SBG funding.	From date of contract execution through June 30, 2026	1.1.1 Agency will maintain in its records proof of active HFA accreditation during home visiting contract. It will also keep in file and submit as requested to Public Health the approved HFA curriculum that will be used in delivering home visiting services.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
<p>1.2 Agency will implement the County Public Health-led SBG LS using culturally sensitive home visiting practices.</p>	<p>1.2.1 Complete cultural sensitivity trainings via in-person attendance and/or webinar.</p> <p>1.2.2 Use culturally sensitive materials and translation/interpreter services, as needed.</p> <p>1.2.3 Develop and maintain tracking record of translation/interpreter services used.</p> <p>1.2.4 Recruit and hire staff that reflects the community served and/or speak the language of participants, whenever possible.</p>	<p>Completed training date must be within the two years of agency implementation of home visiting services under SBG.</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>1.2.1 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.</p> <p>1.2.2 Maintain samples of materials and directory of translation/interpreter services on file.</p> <p>1.2.3 Tracking system developed and maintained.</p> <p>1.2.4 Staffing roster on file and updated regularly.</p>
<p>1.3 Agency will hire, train, and retain staff in compliance with the HFA model. Comply with DCFS and Public Health training requirements and implementation of the required screening tools.</p>	<p>1.3.1 Ensure staff is hired in accordance with the HFA model. Maintain number of home visiting staff to meet caseload capacity based on HFA guidelines and funder requirements.</p> <p>If fully-trained staff on HFA EBP model is existing, it is recommended for agency to transition staff who can serve under the SBG learning site.</p>	<p>Ongoing through June 30, 2026</p>	<p>1.3.1 Staffing requirements and qualification records will be kept on file. Document and report any staff change in the Public Health SBG Monthly Reports.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
Healthy Families America**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	1.3.2 Ensure home visiting staff participate and complete, or is scheduled, for the Trainings as listed in Attachment B.	Ongoing through June 30, 2026	1.3.2 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	1.3.3 Develop and maintain tracking mechanism(s) for training completion of staff.	Ongoing through June 30, 2026	1.3.3 Training attendance and/or schedules and materials are on file.
	1.3.4 Participate in SBG meetings, workgroups, trainings, and regular Technical Assistance (TA) calls with SBG learning sites and Public Health.	Ongoing through June 30, 2026	1.3.4 Meeting attendance, workgroup participation, training logs and/or TA call attendance/schedules and materials are on file.
	1.3.5 Hire and maintain at least two (2) full-time equivalent Family Support Specialists or Workers to serve the maximum negotiated caseload capacity per home visitor per fiscal year, in adherence to HFA model guidelines.	Ongoing through June 30, 2026	1.3.5 Maintain hiring and personnel records on file.
	1.3.6 Recruit, hire, and train staff to support the implementation of HFA.	Ongoing through June 30, 2026	1.3.6 Report staffing, staff changes, and staff caseload capacity using Public Health SBG programmatic monthly reporting, contract management unit invoicing, and SBG Staffing Reports.
	1.3.7 Purchase needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.	Ongoing through June 30, 2026	1.3.7 Maintain related records on file.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
PROGRAM REQUIREMENTS			
1.4 Agency will perform all activities according to, and with fidelity to, the HFA home visiting guidelines and SBG requirements.	1.4.1 Perform all activities with fidelity to the HFA evidence-based model's Best Practice Standards.	Ongoing through June 30, 2026	1.4.1 Maintain current accreditation with HFA National Office. Submit accreditation documents upon request.
1.5 Agency will adhere to DCFS SBG Policies, Procedures, and Protocols, if any, relating to implementation of HFA at the assigned SPA.	1.5.1 Maintain copies of agency Policies, Procedures, and Protocols incorporating the DCFS SBG Policies and Procedures and updating them as needed.	Ongoing through June 30, 2026	1.5.1 Maintain copies of agency HFA policies and procedures that incorporate DCFS SBG policies, procedures, and protocols. Must be available during site visit and upon request.
	1.5.2 Comply with DCFS SBG and Public Health Policies, Procedures, and Protocols, as they are presented and implemented.	Ongoing through June 30, 2026	1.5.2 Implement applicable and related DCFS and Public Health SBG Policies, Procedures, and Protocols. Agency will schedule annual review of SBG policies and protocols and maintain records on date of when the review was conducted. Document review and acknowledgement of such policies, protocols, and procedures.
1.6 Agency will collaborate with local early childhood system partners.	1.6.1 Collaborate with local early childhood system partners to provide a continuum of services.	Ongoing through June 30, 2026	1.6.2 Maintain records of collaborative efforts with local partners. Submit as requested.
1.7 Site will maintain a Community Advisory Board (CAB).	1.7.1 Coordinate CAB meetings at least twice a year for the purposes of establishing appropriate linkages for referral/service systems and	Ongoing through June 30, 2026	1.3.4 CAB Meeting Materials (CAB Roster, Agenda, and Minutes) on file for review and submit as requested.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	other community supports, including statewide and local early childhood partners.		
1.8 Agency will administer HFA model, SBG, and Public Health required screening tools namely Patient Health Questionnaire (PHQ)-9, Generalized Anxiety Disorder (GAD)-7, Parents' Assessment for Protective Factor (PAPF), Ages and Stages Questionnaire (ASQ)-3, and Ages and Stages Questionnaire-Social Emotional (ASQ-SE2); make referrals and linkages, and perform follow-up to ensure successful linkages.	1.8.1 Family Support Specialists or Workers complete training for the screening tools.	Ongoing through June 30, 2026	1.8.1 Training log or certificate of completion.
	1.8.2 Family Support Specialists or Workers administer screening tools as indicated by HFA model and Public Health requirements.	Ongoing through June 30, 2026	1.8.2 Document records of screening assessments completed in SFDB. Provide reports as requested.
	1.8.3 Utilize Stronger Families Database (SFDB) and other agency-related data collection tools to track completion of the screening frequencies and results of eligible clients and their children.	Ongoing through June 30, 2026	1.8.3 Maintain documentation of screenings completed in SFDB and other agency-related data collection system.
	1.8.4 Document referrals and linkages made for the following assessments: a. PHQ-9 b. GAD-7 c. PAPF d. ASQ-3 e. ASQ-SE2	Ongoing through June 30, 2026	1.8.4 Maintain records of referral and linkages made when screenings warrant further evaluation and follow up.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
Healthy Families America**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
CONTINUOUS QUALITY IMPROVEMENT (CQI) REQUIREMENTS			
1.9 Conduct Continued Quality Improvement (CQI) process, which is aligned with SBG goals.	1.9.1 Develop and adhere to a CQI plan based on agency-established or newly approved policies and procedures.	Within 6 months of SBG participation	1.9.1 Maintain copy of CQI plan in agency records, and report and document action steps taken to achieve program improvement on selected priority areas. Submit documentation and update changes with Status Reports.
	1.9.2 Communicate quality improvement activities with new or existing CAB or other community collaborative designated to address quality improvement.	As required by SBG in monthly reports.	1.9.2 Maintain CAB as a resource for program improvement. Completion of CAB involvement in monthly reports as part of CQI efforts required by SBG.
	1.9.3 Utilize data to inform and improve program activities.	Ongoing through June 30, 2026	1.9.3 Submission of CQI plan, data, and/or information as requested by SBG and CQI as part of monthly reports.
1.10 Participate in SBG Conferences, Meetings, Technical Assistance Calls, and other related SBG activities.	1.10.1 Attend conferences, meetings, technical assistance calls, and other related activities required by SBG and Public Health.	Ongoing through June 30, 2026	1.10.1 Maintain records of attendance in conferences, meetings, and TA calls.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

Objective 2: HFA Agency implementing home visiting under SBG will reach and maintain negotiated caseload capacity.

Objectives	Activities and Subtasks	Timeline	Deliverables
OUTREACH AND ENROLLMENT REQUIREMENTS			
2.1 Agency will pursue, develop, and maintain relationships with local service agencies, hospital, and referral resources to facilitate the coordination of services and recruit participants, particularly with DCFS, Probation, Prevention and Aftercare (P&A) providers, and Family Resource Centers (FRC).	2.1.1 Develop Memorandum of Understanding (MOU) and/or informal written agreements (e.g. letters of support) with community agencies and service providers.	Ongoing through June 30, 2026	2.1.1 Submission of formal and/or informal agreements with community agencies and service providers upon request. Maintain and/or submit Outreach Log.
	2.1.2 Work with Public Health to develop an outreach plan.	Within 3 months of SBG participation and reviewed at least biannually.	2.1.2 Maintain copy of outreach plan in agency records.
	2.1.3 Provide outreach to the community.	Ongoing through June 30, 2026	2.1.3 Maintain an outreach log with program contacted, method, materials used, and date of contact.
	2.1.4 Receive referrals from Public Health, community partners and agencies; and triage as appropriate to meet the required active caseload.	Ongoing through June 30, 2026	2.1.4 Document, monitor, and maintain records of referrals, referral dispositions, and enrollments.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
CASELOAD REQUIREMENTS			
2.2 Agency will reach negotiated caseload capacity with Public Health at any combination of service levels per full-time Family Support Specialist or Worker based on model fidelity and Best Practice Standards. Family Support Specialists or Workers are to maintain the caseload throughout the duration of the program.	2.2.1 Provide services to high risk and/or high need pregnant and parenting families in the pilot initiatives with home-based support, knowledge, skills, tools, assistance, and linkages to create a healthy, safe, and ready to learn home environment and establish a secure attachment and development of children 0-5 years old, especially families who have children at imminent risk of entry or are already into foster care.	Ongoing through June 30, 2026	2.2.1 Maintain documentation of enrollment criteria in client chart.
	2.2.2 Maintain active caseload at capacity per home visitor.	6 th month after home visitor's completion of HFA Model Training and monthly thereafter	2.2.2 Monitor monthly caseload, including new enrollments and dismissals.
	2.2.3 Maintain a minimum of 85% of negotiated caseload capacity. Caseload will be reviewed monthly.	6 th month after home visitor's completion of HFA Model Training and monthly thereafter.	2.2.3 Sustain minimum of 85% CC. If below 85% MCC, agency will develop CQI plan to address meeting caseload requirements.
	2.2.4 Agency will adhere to all DCFS SBG Policies and Procedures relating to Caseload Capacity.	Ongoing through June 30, 2026	2.2.4 Participate in regular technical assistance calls and Extra Support Plan meetings with SBG and/or Public Health staff.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

Objective 3: Maintain clean and compliant data for all home visiting activities and participants per model and SBG policy.

Objectives	Activities and Subtasks	Timeline	Deliverables
CONSENT REQUIREMENTS			
3.1 HFA implementing agency will require its SBG HFA participants to sign any SBG consent, data-sharing, and other related forms, necessary to improve service provision and program implementation, while in consideration of protecting privacy of participants.	3.1.1 All SBG-funded home visiting participants are required to sign the SBG consent, data-sharing, and/or other related forms.	Upon client enrollment and ongoing thereafter.	3.1.1 Provide evidence of signed SBG HFA consent, data authorization and/or other related forms. Must be maintained in agency files.
DATA REQUIREMENTS			
3.2 HFA implementing agency will coordinate data metrics collection with Public Health based on SBG requirements. HFA implementing agency will utilize SFDB to provide LAC Public Health data metrics SBG requirements.	3.2.1 Supervisor, Family Support Specialists or Workers, and/or management/support staff working on HFA data must be trained on the use of SFDB.	Within 3 months of approval to use SFDB in LAC and ongoing through June 30, 2026.	3.2.1 Training log on file and submit upon request.
	3.2.2 All home visitors will use the SFDB proficiently.	Within 3 months of approval to use the SFDB and ongoing through June 30, 2026.	3.2.2 Maintain agency records of SFDB authorized users and submit upon request.
	3.2.3 HFA agency will adhere to DCFS SBG Policies and Procedures relating to compliant data.	Ongoing through June 30, 2026.	3.2.3 Evidence of data compliance with DCFS SBG Policies and Procedures.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
Healthy Families America**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	<p>3.2.4 All SBG reports were developed to capture participant data, visits, and caseload information. All sites must use SFDB for SBG data entry and continue to submit other SBG required reports as instructed by Public Health.</p> <p>3.2.5 HFA agency will provide and/or coordinate with data collection system owners to provide SBG with monthly enrollment and other reports as needed.</p> <p>3.2.6 HFA agency will provide and/or coordinate with data collection system owners to provide LAC MCAH HVP and Home Visiting Integration Project with information and data integration to support the proposed countywide data repository.</p>	<p>Upon program implementation and ongoing thereafter.</p> <p>Upon coordination with SBG and ongoing thereafter.</p> <p>Upon coordination with SBG and SFDB, then ongoing thereafter.</p>	<p>3.2.4 Use SFDB timely and accurately. Submit required reports per schedule provided.</p> <p>3.2.5 Participate in regular technical assistance calls and site visits with SBG staff. Submit monthly enrollment and other reports as needed or required by SBG.</p> <p>3.2.6 Provide data and reports as required in the LAC data integration project.</p>
<p>3.3. Enter the participant data into SFDB within five working days of data collection.</p>	<p>3.3.1 HFA implementing agency will enter the participant data into SFDB within five working days of data collection.</p>	<p>Data entered within five days of client visit.</p>	<p>3.3.1 Evidence of data submission within five working days of data collection.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
<p>3.4 Adhere to all DCFS SBG Policies and Procedures relating to compliant data.</p>	<p>3.4.1 Collect and submit timely and accurate data on HFA participant demographics, service utilization, and performance measures according to, and with fidelity to, the HFA model guidelines and SBG requirements.</p> <p>3.4.2 Identify data staff to collaborate with SBG data personnel to ensure accuracy and timely reporting of data requirements.</p> <p>3.4.3 Submit new data expectations and deliverables to SBG once FFPS implementation and SBG have aligned their reporting requirements.</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p> <p>Upon implementation of FFPS and SBG data collection alignment and through June 30, 2026</p>	<p>3.4.1 Provide required data and reports per schedule to be given by Public Health. Participate in regular technical assistance calls and site visits with SBG staff.</p> <p>3.4.2 Submit accurate and timely data reports to SBG and Public Health HVP management.</p> <p>3.4.3 Submit to SBG new data expectations and deliverables. Enter required data into SFDB and/or submit SBG reporting templates, as applicable.</p>
<p>3.5 Provide and/or coordinate with SFDB to provide SBG with monthly enrollment and other reports as needed.</p>	<p>3.5.1 Ensure all agency management and staff read, understand, implement, and use SFDB to be able to provide enrollment reports and other reports, as needed.</p> <p>3.5.2 Provide authorization for transmission of client-level data from SFDB data system to SBG.</p>	<p>Ongoing through June 2026</p> <p>Ongoing through June 2026</p>	<p>3.5.1 Maintain records of monthly enrollments and other reports as needed and submit upon request.</p> <p>3.5.2 Documentation of authorization for transmission of client-level data from SFDB to SBG on file.</p>

County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DCFS Family First Prevention Services Program State Block Grant
Healthy Families America

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
3.6 Collect participant data in accordance with the HFA requirements and maintain current and accurate documentation.	3.6.1 Develop chart documentation process and procedures. 3.6.2 Supervisor to implement and oversee chart audit process, including review of all current charts at minimum of three times per year.	Upon participant enrollment and ongoing thereafter Every 3-4 months	3.6.3 Maintain up-to-date chart documentation procedures. 3.6.4 Maintain records of chart documentation and audit process, as well as audit results.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

ATTACHMENT A – Orientation and Training for New Staff (Based on HFA National Training Plan)	
HFA Model and Public Health Training Plan and Timeline	Training Title
A. HFA Model Role Information and Onboarding	Access the HFA Community and Complete Profile
B. Training Prior to First Work	<p>Orientation Topics (These are due prior to first work with families or first supervision of direct service staff.)</p> <ul style="list-style-type: none"> • HFA Quick Start • Curriculum, Policy and Procedures, Data Collection • Community Relationships and Resources • Child Abuse and Neglect • Confidentiality/HIPAA Training • Boundaries • Staff Safety • SBG FFPSA Overview <p>Stop-Gap Training Topics (Foundations Stop-Gap is due prior to first work with families if Foundations Core not received first.)</p> <ul style="list-style-type: none"> • HFA Advantage • Shadowing • Hands-on Practice • Inter-rater reliability • Strengths-based approach <p>HFA Core Training: FROG Scale for Direct Service Staff (FROG Scale training is due for direct service staff who use the FROG Scale prior to first use. Supervisors receive tool training within 6 months if supervising staff who use the tool.)</p> <ul style="list-style-type: none"> • FROG Scale HFA Core Training <p>Tools Training (Direct service staff receive training on tools prior to their use. Supervisors receive tool training within 6 months if supervising staff who use the tool.)</p> <ul style="list-style-type: none"> • CHEERS Check-in (CCI) Tool Training • ASQ-3 Training • ASQ-SE2 Training

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
Healthy Families America**

SCOPE OF WORK

	<ul style="list-style-type: none"> • Depression (PHQ-9) Screen Training • Anxiety (GAD-7) Screen Training • Protective Factor (PAPF) Screen Training
<p>C. HFA Training Due within Three Months</p>	<p>Wrap-around Training:</p> <ul style="list-style-type: none"> • Infant Care • Child Health and Safety • Family Health • Cultural Self-Awareness <p>Other Training:</p> <ul style="list-style-type: none"> • Reflective Practice
<p>D. HFA Training Due within Six Months</p>	<p>HFA Core Training (Foundations for Family Service Core Training is due for all Direct Service Staff and Supervisors within 6 months. Supervisors complete Foundations Supervisor Core and/or FROG Scale Supervisor Core within 6 months.)</p> <ul style="list-style-type: none"> • Foundations for Family Support • Foundations Supervisor Core (Supervisor only) • FROG Scale Supervisor Core (Supervisor only) <p>Wrap-around Training:</p> <ul style="list-style-type: none"> • Infant and Child Development • Supporting the Parent-Child Relationship • Professional Practice • Mental Health • Prenatal Health • Family Goal Process • Cultural Humility in Home Visiting <p>Other Training:</p> <ul style="list-style-type: none"> • Motivational Interviewing and Follow-up

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

<p>E. HFA Training Due within Twelve Months</p>	<p>Wrap-around Training:</p> <ul style="list-style-type: none"> • Child Abuse and Neglect • Intimate Partner Violence • Substance Use • Engaging Families • Inequity and Family Context <p>Other Training:</p> <ul style="list-style-type: none"> • Family Planning
<p>F. HFA Annual Ongoing Training</p>	<p>Annual Ongoing Training occurs once per calendar year after the first year of hire. Ongoing trainings include:</p> <ul style="list-style-type: none"> • Annual Individual Professional Development • Annual Child Abuse and Neglect Training • Annual Training on Diversity, Equity, and Inclusion

Note: Refer to HFA Model National Training Plan SAMPLE.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
Healthy Families America**

SCOPE OF WORK

ATTACHMENT B – SBG Home Visiting Learning Site Training List (Based on Los Angeles Best Babies Network Standardized Training for Los Angeles County Home Visiting Program)	
	Title
<p>Coordinated Home Visiting Cohort Training</p> <p><i>(Timing of taking these LABBN trainings should align with the HFA model training schedule to ensure that home visiting staff are meeting the knowledge and skills to administer screening assessments, frequencies, and providing needed interventions, services, and/or linkages.)</i></p>	<ul style="list-style-type: none"> • ASQ-SE2 • Bonding and Attachment • Brain Development and Early Infant Development • Child Abuse and Mandatory Reporting • Childbirth Education Day 1 and 2 • Compassion Fatigue • Cultural Competency and Humility • Family Planning 1 and 2 • Family Violence • Fatherhood Engagement • Grief and Loss • Health Coverage • Healthy Homes and Infant Toddler Safety • Home Visitor Safety and Self-Defense • Life Skills Progression • Maternal Depression and PHQ-9 • Milestones and Development: Expectations for Birth to 12 months • Motivating and Supporting Families to Breast/Chestfeed • Motivational Interviewing and Follow-up • Ongoing Postpartum and Newborn Care • Orientation and Framework • Parent and Child Empathetic Communication • Preventive Care: Prenatal and Postpartum Care • Reflective Practice • Shifting the Paradigm • Using the ASQ-3 to Communicate about Child Development

County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DCFS Family First Prevention Services Program State Block Grant
Healthy Families America

SCOPE OF WORK

Continuing Education	<ul style="list-style-type: none"> • Annual Summit • Home Visiting Peer to Peer Workshops • Home Visiting Program Manager and Outreach Peer to Per Meeting • Home Visiting Program Manager/Supervisor Monthly Meetings • Home Visiting Regional Workshop • Manger/Supervisor Reflective Supervision Coaching • Quarterly Webinar Continuing Education • Reflective Practice Group Participation
Database Training	<ul style="list-style-type: none"> • Stronger Family Database Training • Tableau Training

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

ATTACHMENT C – PUBLIC HEALTH DATA ELEMENT REQUIREMENTS	
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS
<p>Parent elements: Date of birth (DOB), race, ethnicity, primary language, sexual orientation, disability, veteran status, gender assigned at birth, gender identity, number of prior pregnancies, number of prior births, residential ZIP code, presence/ involvement of the father of baby (FOB) at onset of current pregnancy, marital status, education, employment, military service, housing, health insurance, medical conditions, preventive visits, ER visits, contraception, birthing interval, substance use, participation in other programs, child welfare services, prenatal and postpartum care, neurotoxin exposure, breastfeeding.</p>	<p>Parent elements: depression (PHQ-9) and anxiety (GAD-7) screening, referral, linkage.</p>
<p>Child elements: Date of birth (DOB), full or pre-term birth, live birth, birth weight, immunizations, child’s source of regular care, well-child visits, ER visits, hospital stays, reasons for ER visits and admissions, dental care, hearing and vision care, safety, health insurance, participation in other programs, child abuse report, childcare, early childhood education.</p>	<p>Child elements: child developmental screening (ASQ-3 and ASQ-SE2), referral, linkage.</p>
<p>Family and Service delivery elements: Foundational visits, referrals, enrollments, visit frequency, length of client retention/duration of enrollment, personal visits, number of home/personal visits, number of program completions, termination date (early and scheduled), reason for termination, family income, family experiences and stressors.</p>	<p>Parenting capacity: protective factors screening (PAPF), referral, linkage.</p> <p>Parent IPV screen: intimate partner violence screening (i.e., RAT, referral, linkage).</p> <p>Family-Centered assessment: FCA assessment (i.e., LSP), referral, linkage.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Healthy Families America**

SCOPE OF WORK

ATTACHMENT D - SBG Data-Specific Requirements

As required by the California Department of Social Services 5-Year State Prevention Plan, each Department that is providing an EBP shall create and participate in an ongoing CQI process that involves sharing of quantitative and qualitative service data and appropriate analysis to continually improve services to families in LAC and prepare for the implementation of Family First Prevention Services Act (FFPSA). There are two focus areas of the work: FFPSA Implementation in SPAs 2 and 6 and Community Pathway Referral Pilots. Each Department and its EBP providers shall initially participate in bi-weekly implementation workgroup meetings to address implementation challenges and questions. The frequency of the implementation workgroups may be modified as implementation progresses and may become less frequent over time. Additional data requirements for each focus area are described below.

Public Health providing EBP home visiting services shall provide DCFS quarterly fidelity and outcomes data generated by purveyor or agency and weekly capacity, service, and referral data for programs as identified below in SPAs 2 and 6 and in Community Pathway Referral Pilots. Data will be collected uniformly across Departments. DCFS will provide further guidance regarding the collection of data. Public Health will provide guidance to HFA agency regarding submission of the following data:

- a. DCFS- or Probation-generated Child Identifier (Indicate the child's record number. This is an encrypted, unique person identification number that is the same for the child across all report periods state/tribal-wide. The child identifier will be generated by DCFS or Probation. DCFS, Probation or P&A/ FRC will provide the child identifier to the providers in SPAs 2 and 6).
- b. Service Planning Area and Provider Name.
- c. Service Dates including start and end date.
- d. Cost of Service (TBD)
- e. Capacity (total number of slots funded under existing program contract[s] for FY).
- f. Current number of open cases in the past month (in treatment).
 - 1) New slots
 - 2) Existing slots
- g. Immediate number of openings to be filled.
- h. Number of referrals received in the last one month from:
 - 1) Family Maintenance (FM) DCFS Children's Social Workers (CSW).
 - 2) Voluntary Family Maintenance (VFM) DCFS CSWs.
 - 3) Probation Officers.
 - 4) Number from Expectant and Parenting Youth (EPY) DCFS CSWs.
 - 5) Number from FRC/P&A.
 - 6) Number from Plan of Safe Care Hospitals.
 - 7) Number from the Los Angeles Unified School District (LAUSD).
 - 8) Number from Childhood Education.
- i. Data for a-e pertains to new teams hired for SPAs 2 and 6 through SBG funds.
- j. Data for f-h pertains to existing teams.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DCFS Family First Prevention Services Program State Block Grant
Healthy Families America**

SCOPE OF WORK

- k. The funding streams for which the referred clients qualify as eligible.
- l. Number of referrals received that were ineligible in the last one month for the following reasons:
 - 1) Does not meet age range.
 - 2) Does not meet clinical need.
 - 3) Outside service area.
- m. Number of cases closed in the last one month before completing treatment, based on the following:
 - 1) Number who entered foster care.
 - 2) Number that failed to engage after three attempts.
 - 3) Number that declined service.
 - 4) Number that withdrew/dropped-out.
- n. Number of clients who successfully completed treatment in the last one month.
- o. Number of clients on waitlist, if applicable.
- p. Total number of clients who successfully completed treatment since pilot start.
- q. Quarterly EBP-Specific Fidelity Measures and Outcomes data as required by the Model Purveyor.
- r. Additional qualitative measures appropriate to EBP delivery and pilots.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

PERIOD: July 1, 2024, through June 30, 2026

CONTRACTOR: _____

Project Goals:

The California Work Opportunity and Responsibility to Kids (CalWORKs) Home Visiting Program (HVP) is a voluntary program supervised by the California Department of Social Services (CDSS) and administered by the Department of Public Social Services (DPSS) in Los Angeles County (LAC).

1. The purpose of the CalWORKs HVP is to:
 - a. Support positive health, development and wellbeing outcomes for pregnant and parenting individuals, families, and infants born into poverty;
 - b. Educate and assist CalWORKs eligible participants lay the foundation for long-term goals, such as educational opportunities, economic self-sufficiency, and greater financial opportunities;
 - c. Use the two-generational, whole family approach to service delivery to be able to improve family engagement practices and support healthy development of pregnant mothers, newborns, and young children; and
 - d. Prepare parents and/or caregivers for robust engagement in Welfare-to-Work activities and employment.

2. Healthy Families America (HFA) agencies will:
 - a. Provide nationally accredited home visiting services to CalWORKs HVP eligible participants pursuant to Assembly Bill 1811 that established home visiting services for the targeted pregnant and parenting population to meet the purpose as aforementioned;
 - b. Provide leadership and structure for the implementation of the Los Angeles County Department of Public Health (Public Health) led CalWORKs HVP at the agency level;
 - c. Collect and submit required CDSS, DPSS, and Public Health data; and
 - d. Monitor outcome instrument measures and performance-based criteria to establish outcome and process measures to evaluate the impact and effectiveness of the program.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
1. Agency shall maintain accreditation as an affiliate program of the HFA National Center, has business in the Service Planning Area (SPA) of targeted service, and have three years minimum of providing home visitation services.	1.1 Use HFA approved curriculum for delivery of services.	Ongoing through June 30, 2026	1.1 HFA curriculum will be submitted to Public Health for implementation approval.
2. Agency will implement the LAC Public Health-led DPSS HVP and demonstrate capacity to meet the linguistic and cultural needs of the target service area.	2.1 Hire home visiting staff that are multi-lingual and representative of the home visiting client demographics.	Ongoing through June 30, 2026	2.1 Submission of monthly staffing report and document staff language capacity.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Healthy Families America**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	<p>2.2 Home visiting staff members will complete cultural sensitivity trainings via in person attendance and/or webinar. This complies with CDSS minimum training standard requirements.</p> <p>2.3 Use culturally sensitive materials and translation/interpreter services, as needed.</p> <p>2.4 Develop and maintain tracking record of translation/interpreter services used.</p>	<p>Within 3 months of hire.</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>2.2 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.</p> <p>2.3 Maintain samples of materials and directory of translation/interpreter services on file.</p> <p>2.4 Tracking system developed and maintained.</p>
<p>3. Agency will hire, train, and retain staff in compliance with the HFA model; and participate and comply with CDSS, DPSS, and Public Health training requirements, meetings, technical assistance, and other related activities to implement home visiting services and administer required screening tools, assessments, and support participant success and achievement of goals.</p>	<p>3.1 Ensure staff is hired in accordance with the HFA model.</p> <p>3.2 Hire and maintain at least four (4) full-time equivalent Family Support Specialists to serve the maximum negotiated caseload capacity per home visitor with DPSS and in adherence to the HFA Best Practice Standards (BPS).</p> <p>Note: For any staff transfer to and from other Public Health-funded home visiting programs, agency must coordinate transfer and documentation with CalWORKs HVP management.</p> <p>3.3 New staff must complete HFA core training in a timely manner and start serving clients per HFA BPS. Stop Gap (or similar process) can be utilized to fulfill this.</p>	<p>Within 3 months of HVP participation</p> <p>Ongoing through June 30, 2026</p> <p>Within 3-6 months of hire based on HFA BPS.</p>	<p>3.1 Staffing requirement and qualification records on file.</p> <p>3.2 Document staffing changes such as new hires or issues of staff turnover on the Agency’s Monthly Report.</p> <p>3.3 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Healthy Families America**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	<p>3.4 Ensure home visiting staff receives the following screening/assessment tools training prior to administering with participants:</p> <ul style="list-style-type: none"> • Patient Health Questionnaire (PHQ-9) • Generalized Anxiety Disorder 7-item Scale (GAD-7) • Parents' Assessment for Protective Factor (PAPF) • Ages and Stages Questionnaire-Social-Emotional Edition 2 (ASQ-SE2) • Ages and Stages Questionnaire - Edition 3 (ASQ-3) 	<p>Varied timelines. Refer to the Training List, Attachment B.</p>	<p>3.4 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.</p>
	<p>3.5 Ensure home visiting staff completes all other required trainings listed in Attachment B, including DPSS HVP Overview, CalWORKs & GAIN Benefits training, HVP forms and data requirements, Los Angeles Best Babies Network (LABBN) Standardized Trainings for Los Angeles County Home Visiting Programs, and other new trainings related to implementation of HVP.</p>	<p>Varied timelines. Refer to the Training List, Attachment B.</p>	<p>3.5 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.</p>
	<p>3.6 Ensure home visiting staff completes the CDSS Cultural Competency and Implicit Bias Minimum Training Standards, as follows:</p> <ul style="list-style-type: none"> • Standard One: Self-Assessment • Standard Two: Inter-Cultural Competence • Standard Three: Trauma-Informed Care • Standard Four: Disproportionality and Disparities 	<p>Within 3 months of hire; then as applicable every two years thereafter</p>	<p>3.6 Training attendance records and/or certificates on file. For any trainings completed within last 12 months prior to HVP implementation or hire, training completion record must be available for review.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Healthy Families America**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	<p>3.7 Participate in HVP meetings, workgroups, and trainings as directed by the CalWORKs HVP.</p> <p>3.8 Participate in webinars, meetings, technical assistance calls, and other related activities required by CDSS, DPSS and/or Public Health, as requested.</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>3.7 Training attendance records on file.</p> <p>3.8 Develop and maintain an attendance tracking system for these activities.</p>
<p>4. Agency will reach negotiated caseload capacity with DPSS and Public Health at any combination of service levels per full-time Parent Educator. Family Support Specialists are to maintain the caseload throughout the duration of the program and determined by HFA BPS.</p> <p>*Public Health is negotiating maximum caseload capacity for CalWORKs HVP HFA subcontracts to 20 families per Parent Educator based on HFA Evidence-Based Program BPS. Minimum caseload requirements may be impacted due to intensive levels of service and will be coordinated by Public Health with DPSS to meet model and funder requirements.</p>	<p>4.1 Provide services to CalWORKs HVP participants who are pregnant and/or parenting children who meet the eligibility requirements. Child age eligibility may be extended beyond passed legislation based on approved count plan on expanded population.</p> <p>4.2 Prepare an outreach plan utilizing CalWORKs HVP point of entries to program management, implement approved plan, and conduct continuous quality improvement process to ensure goals are being met.</p> <p>4.3 Engage in DPSS and Public Health-led outreach efforts (e.g., cold calling and pre-scheduled outreach events etc.) to recruit potential eligible CalWORKs participants, particularly if agency active caseload is below 70% of the negotiated caseload capacity and enroll a minimum of 50% CalWORKs eligible referrals generated from the DPSS Outreach Call List or DPSS regional and/or district outreach activities.</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>4.1 Maintain documentation of enrollment criteria in client chart.</p> <p>4.2 Outreach plan and improvements documentation on file.</p> <p>4.3 Report data in Outreach Outcomes Tracker as part of the Monthly Reports.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	<p>4.4 Submit DPSS HVP Public Assistance (PA) and/or GAIN(GN) tracking forms indicating referrals, enrollments, terminations, and/or changes in home visiting service status.</p> <p>4.5 Maintain a minimum of 70% of negotiated caseload capacity. Caseload will be reviewed monthly.</p> <p>If compliance standards are not met in a timely manner, HFA implementing agency will be put into a performance support plan to improve outcomes on caseload expectations.</p>	<p>Ongoing through June 30, 2026</p> <p>6th month after HFA Parent Educator’s completion of HFA Model Training and monthly thereafter.</p>	<p>4.4 Complete GN forms and submit via Electronic File Transfer portals to DPSS GAIN Region Offices timely. Completed PA/GN forms are also to be submitted together with Monthly Reports.</p> <p>4.5 Monitor monthly caseload, including new enrollments, program graduation completions and other status changes (loss to follow, disenrollment, etc.)</p>
<p>5. Agency will ensure fidelity to the HFA program national model, as well as the program-required quality assurance.</p>	<p>5.1 Abide by HFA model requirements and must be implemented in accordance with the HFA model requirement.</p>	<p>Ongoing through June 30, 2026</p>	<p>5.1 Documentation that affiliate status with HFA National Office is active and available upon request.</p>
<p>6. Agency will conduct visits in-person in client’s home or choice of location, with circumstantial exceptions. Virtual home visits are preferred alternates if in-person visits are not possible. Virtual visits can also supplement follow-up to in-person home visits.</p>	<p>6.1 Primary visits must be conducted in-person except for circumstances such as inclement weather, safety situations, client schedule conflicts, or similar situations like that of the COVID-19 pandemic. When Telehealth and virtual home visits are necessary, these must be conducted on HIPAA-compliant video communication platforms, as approved by the U.S. Department of Health and Human Services (HHS). https://www.hhs.gov/hipaa</p> <p>Home visitors should be trained in the technology to be used during the home visits, prior to conducting virtual home visits, as necessary.</p>	<p>Ongoing through June 30, 2026</p>	<p>6.1 Visit data must be entered into database and reported in Public Health monthly, quarterly, and annual reports.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Healthy Families America**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
<p>7. Agency will implement the home visiting program using agency’s policies and procedures, as well as other CalWORKs HVP applicable policies, procedures, and/or protocols.</p>	<p>7.1 Conduct an annual review of the policies and procedures of HFA agency, as well as those implemented by CalWORKs HVP through DPSS and/or Public Health and recommend updates as needed.</p> <p>7.2 Collaborate with Public Health and DPSS to execute the DPSS mandated HVP client services consents forms via the use of the agency’s Service Consent and Participation Agreements.</p>	<p>Ongoing through June 30, 2026</p> <p>Within 3 months of HVP participation</p>	<p>7.1 Maintain copies of policies and procedures, and records when employees have acknowledged understanding and changes in such. These must be available on-site visit and upon request.</p> <p>7.2 Submit copies of the DPSS mandated Service Consent and Participation Agreement forms to Public Health and maintain records on files for review.</p>
<p>8. Agency will collect client data in accordance with CDSS, DPSS, Public Health, and HFA requirements; and maintain current and accurate documentation.</p>	<p>8.1 Develop client and child documentation process and procedure based on HFA model requirements and agency policies and procedures.</p> <p>8.2 Develop a chart audit process and coordinate with Public Health to conduct regular reviews/audits to ensure Continued Quality Improvement (CQI) and quality assurance in meeting data and documentation requirement.</p>	<p>Upon participant enrollment and ongoing thereafter</p> <p>Every 3-4 months</p>	<p>8.1 Maintain up-to-date chart documentation procedures</p> <p>8.2 Maintain chart documentation and audit process and results</p>
<p>9. Agency will administer HFA model, DPSS, and Public Health required screening tools namely PHQ-9, GAD-7, PAPP, ASQ-3, and ASQ-SE2; make referrals and linkages, and perform follow-up to ensure successful linkages</p>	<p>9.1 Family Support Specialists complete training for the screening tools.</p> <p>9.2 Family Support Specialists administer screening tools as indicated by HFA model and Public Health requirements.</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>9.1 Training log or certificate of completion.</p> <p>9.2 Document records of screening assessments completed in database system or agency documentation charts. Provide reports as requested.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	<p>9.3 Utilize database and other agency-related data collection tools to track completion of the screening frequencies and results of eligible clients and their children.</p> <p>9.4 Document referrals and linkages made for the following assessments: a. PHQ-9 b. GAD-7 c. PAPP d. ASQ-3 e. ASQ-SE2</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>9.3 Maintain documentation of screenings completed in data system and/or client charts.</p> <p>9.4 Maintain records of referral and linkages made when screenings warrant further evaluation, intervention, and follow up.</p>
10. Conduct a CQI process which is aligned with HVP goals.	<p>10.1 Agency will develop and follow a CQI plan based on agency's established policy and procedure plan.</p> <p>10.2 Attend and communicate quality improvement activities with new or existing Community Advisory Board (CAB) in the geographical area where services are offered.</p>	<p>Within 6 months of HVP Implementation</p> <p>Follow established CAB meeting schedule</p>	<p>10.1 Maintain copy of CQI plan and document action steps taken to achieve program improvement on selected priority areas.</p> <p>10.2 Maintain CAB meeting notes as a resource for program improvement.</p>
11. Agency will use data to create monthly and/or quarterly reports, to inform and improve program activities.	11.1 Use HVP created reports, as available in the database for the purposes of data report, data cleaning, CQI, and program management.	Monthly	11.1 Agency will provide reports and document improvement plans.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Healthy Families America**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
<p>12. Agency will ensure that data elements reflect outcome measures that are required by CalWORKs HVP and will submit monthly, quarterly and/or annual reports as required by Public Health and/or DPSS.</p>	<p>12.1 Use Public Health and DPSS identified tracking forms, screening assessment tools, and other processes defined in the model-issued data collection manual. DPSS HVP data tracking forms are called PA and GN forms.</p> <p>12.2 Collect and enter data into the database system within 72 working hours. Staff will verify the accuracy and completeness of data input into the data system adhering to data cleaning requirement.</p> <p>12.3 Agency will ensure data is collected and entered in the required HVP19 form/ Attachment A of the Agency’s Monthly Status Reports and will submit timely to CalWORKs HVP Program Management staff.</p> <p>12.4 Use CalWORKs HVP-created templates and reports generated from the authorized database for the purposes of quarterly and annual data reporting.</p> <p>12.5 Collaborate with Public Health Data staff to ensure accuracy and timely reporting of data requirements.</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p> <p>Monthly</p> <p>Quarterly September 15th December 15th March 15th *May/June 15th *Dependent on contract end date **Annual TBD</p> <p>Ongoing through June 30, 2026</p>	<p>12.1 Provide required monthly data and reports as specified in Data Element Requirement (Attachment C). Submit all DPSS HVP (PA and GN) tracking forms by set deadlines.</p> <p>12.2 Data must be entered timely in database and made available for review.</p> <p>12.3 Submit CalWORKs HVP Monthly Reports, including required attachments on data outcomes, referral, and training trackers on the 15th of every month for the prior month of service delivery.</p> <p>12.4 Submit quarterly/annual reports on templates provided by Public Health.</p> <p>12.5 Dates submit documented and on file.</p>

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
13. Adhere to the Performance-Based Criteria and Targets as outlined in Attachment D.	13.1 Agency will use the performance-based criteria to meet the corresponding performance targets. (See Attachment D) 13.2 Ensure timely collection of data from all subcontractors and timely submission to HVP Data Analyst.	Varies, depending on the criterion. Ongoing through June 30, 2026	13.1 Outcomes documented for performance targets as listed in Attachment D. 13.2 Submit all required data delivered to CalWORKs HVP staff by specified timelines.
14. DPSS <u>may</u> require special time studies for purposes of generating additional revenues and/or for distributing such revenues.	14.1 Agency will perform time studies as per DPSS requirement. Maintain employee time records and perform program time studies if required by the State and/or DPSS.	When required	14.1 Time studies must be available for review and/or submission.
15. Agency will Participate in any follow-up recommendations or requirements set by CDSS and evaluators on the Statewide HVP evaluation report as part of CalWORKs HVP CQI efforts.	15.1 Agency will Participate in the CQI workgroup convenings when county representatives and stakeholders are invited to Participate at state and local levels. 15.2 Agency will encourage and promote with current and/or former CalWORKs HVP clients to Participate in CQI Workgroup convenings, as requested.	Ongoing through June 30, 2026 Ongoing through June 30, 2026	15.1 Attendance/participation documentation on file. 15.2 Attendance/participation documentation on file.
16. Agency will provide additional descriptive and outcome indicators, as appropriate for the operation of CalWORKs HVP.	16.1 Collect, maintain, and protect personal information of individuals and families against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws.	When required	16.1 Provide data upon request to county, state, or other participating entities.
17 Agency will implement the Material Goods Allowance set forth for CalWORKs HVP based on CDSS-applicable All County Information Notices, All County Letters, and related state mandates.	17.1 Agency will utilize and adhere to the Public Health \$1,000.00 Material Goods protocol to guide the procurement, issuance, and tracking process, including use and submission of templates and reporting forms provided for such purposes.	Ongoing through June 30, 2026	17.1 Material Goods tracking forms, supervisory reviews, and needed verification and signatures for agency management approval must be kept in agency files and be made available for audit and monitoring.

County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health (MCAH)
Home Visitation Program
DPSS CalWORKs Home Visiting Program
Healthy Families America(HFA)

SCOPE OF WORK

ENROLLMENT ELIGIBILITY CRITERIA

To be eligible for home visiting services, a participant must meet one of the following:

1. Be a member of a CalWORKs assistance unit, pregnant and/or the parent or caretaker relative of a child/ren less than 36 months, includes CalWORKs child-case only.
2. If no other children, be a pregnant individual who has applied for CalWORKs and is apparently eligible for CalWORKs aid.
3. The enrollment time frame will be based on program model requirements or as agreed upon between DPSS and Public Health.

HVP SERVICE TO BE PROVIDED:

Per most recent approved County Plan for Los Angeles County from CDSS, home visiting services shall be offered to CalWORKs HVP eligible families for a period of up to 36 months or until the youngest enrolled child's third birthday, whichever is later. The services shall include but not be limited to resources and referrals relating to the following:

1. Prenatal, infant, and toddler care education and support;
2. Infant and child nutrition;
3. Developmental screening and assessments;
4. Parent education, parent and child interaction, child development, and childcare;
5. Job readiness and barrier removal;
6. Domestic violence/sexual assault, mental health, substance abuse treatment referrals if needed, and
7. Encouragement to enroll participant's child in a high-quality, early learning setting, or participate in playgroups, or other child enrichment activities, as appropriate.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

Home Visiting Program Required Training List

✓	Training	Program Manager	Supervisor	Home Visitor	Administrative Staff
Required Before Starting to See Clients					
	DPSS HVP Overview and Orientation * (CalWORKs GAIN Benefits, HVP Forms and data tracking)	X	X	X	Optional
	National Model & Curriculum Training (Stop-Gap may be used; follow HFA guidelines)	X	X	X	Optional
	HFA Family Resilience and Opportunities for Growth (FROG) Scale Core Training (Stop-Gap may be used; follow HFA guidelines)	N/A	N/A	X	N/A
	HIPAA Training * (CDSS Standard Four Option)	X	X	X	X
	Child Abuse and Mandatory Reporting	X	X	X	Optional
	Maternal Depression and PHQ-9	Encouraged	X	X	Optional
	GAD-7	Encouraged	X	X	Optional
Required before Administering the Tool					
	Using the ASQ-3 to Communicate about Child Development ^b	Encouraged	X	X	Optional
	ASQ-SE2	Encouraged		X	Optional
	PAPF	Encouraged	X	X	Optional
Within 3 Months of Hire					
	Public Health HVP Data Requirements and Reports Training for new Directors/Managers, Data Analysts, etc.	X	X	Optional	Optional
	California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) *	Encouraged	X	X	Optional
	Reflective Practice * (CDSS Standard One)	X	X	X	Optional
	Cultural Competency & Humility * (CDSS Standard Two and an Option for Standard Four)	X	X	X	Optional

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

Trauma-Informed Care * (CDSS Standard Three)	X	X	X	Optional
Home Visitor Safety/Field Safety and Self-Defense	X	X	X	Encouraged
Within 6 Months of Hire				
HFA Family Resilience and Opportunities for Growth (FROG) Scale Supervisor Core Training (Supervisors must complete if supervising staff who use the tool.)	Optional	X	N/A	N/A
Other DPSS Programs Review Trainings (completion time frame could vary)	Encouraged	X	X	Optional
Motivational Interviewing & Follow-up	Encouraged	X	X	Encouraged
Empathetic and Parent and Child Communication	X	X	X	Optional
Brain Development and Early Infant Development	X	X	X	Optional
Bonding and Attachment	X	X	X	Optional
Family Planning	Encouraged	X	X	Optional
Family Violence	X	X	X	Optional

**DPSS HVP or CDSS required trainings ** Other DPSS Programs Review Trainings completions time frame could vary dependent upon training availability.*

In cases where needed trainings are not available through Los Angeles Best Babies Network (LABBN) or the model's National Office, Contractors are permitted to engage consultants to fulfill the training requirements specified by the respective home visitation model. Contractor should work with their Program Manager and LABBN for guidance on available trainings from outside entities.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

Additional CalWORKs HVP HFA Trainings Based on LABBN Standardized Training for Los Angeles County Home Visiting Programs	
<p>Coordinated Home Visiting Cohort Training</p> <p><i>(Timing of taking these LABBN trainings should align with the HFA model training schedule to ensure that home visiting staff are meeting the knowledge and skills to administer screening assessments, frequencies, and providing needed interventions, services, and/or linkages.)</i></p>	<ul style="list-style-type: none"> • Compassion Fatigue • Grief and Loss • Life Skills Progression • Motivational Interviewing and Follow-up • Parent and Child Empathetic Communication • Shifting the Paradigm • Brain Development and Early Infant Development • Bonding and Attachment • Family Planning 1 and 2 • Health Coverage • Milestones and Development: Expectations for Birth to 12 months • Cultural Competency and Humility • Family Violence • Preventive Care: Prenatal and Postpartum Care • Ongoing Postpartum and Newborn Care • Healthy Homes and Infant Toddler Safety • Childbirth Education Day 1 and 2 • Motivating and Supporting Families to Breast/Chestfeed • Fatherhood Engagement
<p>Continuing Education</p>	<ul style="list-style-type: none"> • Home Visiting Peer to Peer Workshops • Home Visiting Regional Workshop • Quarterly Webinar Continuing Education • Home Visiting Program Manager/Supervisor Monthly Meetings • Home Visiting Program Manager and Outreach Peer to Per Meeting • Reflective Practice Group Participation • Manger/Supervisor Reflective Supervision Coaching • Annual Summit
<p>Database Training</p>	<ul style="list-style-type: none"> • Stronger Family Database Training • Tableau Training

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

DATA ELEMENT REQUIREMENT	
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS
<p>Maternal elements: DOB or age, race, ethnicity, primary language, sexual orientation, disability, gender assigned at birth, gender identity, number of prior pregnancies, residential ZIP code, prenatal care, engage in child-parent interaction activities, job readiness and employment status, history with intimate partner violence, substance abuse, mental health.</p>	<p>Maternal elements: depression and anxiety screening, referral, and linkage to identify resources; completion of postpartum visit; educational attainment; employment status.</p>
<p>Child elements: DOB, full or pre-term birth, live birth, birth weight, regular well-child check-ups, health and developmental factors, developmental needs, linkage to developmental services, receiving early learning services, child welfare.</p>	<p>Child elements: well-child examinations/visits; child developmental screening, referral, and linkage; child abuse report; childcare; early childhood education.</p>
<p>Service delivery elements: First successful completed home visit, enrollments, duration of families' participation in home visiting program, number of home visits, number of program completions, termination date (early and scheduled), reason for early termination.</p>	<p>Parenting capacity: protective factors, involvement in child-parent activities Referral to identify resources and access to identify resources: referral outcomes. Self-sufficiency: educational or trainings attainment, workforce training, employment, financial stability.</p>

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORTING	PERFORMANCE TARGETS
1. Demographic data such as race, ethnicity, national origin, and primary and secondary language are collected for all children and program participants enrolled in CalWORKs HVP.	De-identified individual or aggregated summary via quarterly reports and/or upon request. This is collected at enrollment and reported upon request.	Data on CalWORKs HVP participants' race, ethnicity, national origin, and primary and secondary language are collected 100% at enrollment.
2. Rates of children receiving regular well-child check-ups.	De-identified individual or aggregated summary via quarterly reports and/or upon request. Collect the number of unduplicated children who have received their age-appropriate well-child check-ups and the total number of children who should be receiving their age-appropriate well-child check-ups, at every home visit.	80% of children scheduled will receive their well-child check-ups on schedule.
3. Rates of children receiving immunizations, in accordance to the American Academy of Pediatrics (AAP) Bright Future guidelines, if available.	If available, collect the number of unduplicated children who have received their immunizations according to AAP Bright Future guidelines. Include total number of children who were scheduled to receive age-appropriate immunizations. To be reported upon request.	80% of children will receive their age-appropriate scheduled immunizations.
4. Implement developmental screenings (ASQ-3 and ASQ-SE 2). a. Rates of children receiving a developmental screening. b. Rates of children showing a score below the developmental threshold for age. c. Rates of children who meet developmental threshold for age. d. First time referrals for further developmental assessment for children showing a score below the developmental threshold.	De-identified individual or aggregated summary via monthly report. a. unduplicated number of children receiving developmental screening b. unduplicated number of children who score below the developmental threshold for age (see HVP19 B.19a). c. unduplicated number of children who meet the define developmental threshold for age (see HVP19 B.19b). d. total number of client's receiving a first-time referral for developmental assessment and/or services (see HVP19 C.25).	90% of children will receive developmental screening. 80% of children below developmental threshold for ages will receive referrals for developmental assessment/services.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORTING	PERFORMANCE TARGETS
	Track any client refusal(s) to linkage.	
5. Rates of participation in early learning programs and other child interaction activities. a. Children receiving or participating in early learning activities. b. Child/Parent/Caregiver participating in child interaction activities.	De-identified individual or aggregated summary via quarterly reports and/or upon request. a. unduplicated number of children receiving early learning services b. unduplicated number of children/parent/caretakers participating in a child interaction activity.	Report the number of children receiving early learning services and/or child-parent/caregiver participating in child interaction activities. 50% of children will Participate/receive early learning, or parent and child interaction activity.
6. Service referrals by type.	De-identified individual or aggregated summary via monthly reports of referrals made. Collect the number of clients receiving a first referral according to referral type. See HVP 19 C.26 (a through n) for referral categories.	Report all unduplicated number of first-time referrals received by clients.
7. Service accessed (linkage) by type.	De-identified individual or aggregated summary via monthly reports of referral outcomes. Collect the number of clients who received a service after an HVP referral. Report clients by service type received. See HVP19 C.27 (a through n) for referral categories.	Report all the number of clients receiving service after a home visitor referral.
8. Number of home visits completed.	De-identified individual or aggregated summary via monthly reports. Collect number of home visits completed. See HVP19 B.14.	Report total number of home visits completed for all clients.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORTING	PERFORMANCE TARGETS
9. Duration of families' enrollment in home visiting program. Data to be collected only once a client exits the HVP program.	De-identified individual or aggregated summary via monthly reports. Collect number of months clients were enrolled in home visitation. Report the number of clients who were enrolled by time range. See HVP19 B.24 for time ranges.	Report the number of clients who exited the program, and the time range they were enrolled in home visitation.
10. Parental satisfaction with their gains in parenting skills and knowledge via PAPF tool.	De-identified individual or aggregated summary via quarterly reports and/or upon request. Collect number of PAPF assessments completed.	Report upon request parental satisfaction with their gains in parenting skills and knowledge.
11. Food and housing stability (referrals and linkage outcomes).	De-identified individual and aggregated summary via monthly reports. Assess all clients for food and housing stability. a. Collect unduplicated number of clients receiving first time referral made by home visitor to food (see HVP 19 C.26b) or housing services (see HVP19 C26e). b. Collect unduplicated number of clients receiving food or housing services after a home visitor referral. See HVP19 (C.26b and C.27e).	a. The total number of referrals for food and housing stability. b. The total number of clients receiving services for food or housing services as a result of an HVP referral.
12. Workforce training, employment, and financial stability.	De-identified individual and aggregated summary via monthly reports. Collect the employment status of clients in HVP via a database system and/or DPSS LRS system. a. unduplicated number of clients receiving a first-time referral to academic, instructional or workforce services (includes college education, adult education, occupational programs). See HVP19 C.26a.	80% of unduplicated clients will receive first time referrals to academic or instructional, and workforce readiness services. 50% of unduplicated clients will receive access to academic or instructional, and workforce readiness services on referrals made.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORTING	PERFORMANCE TARGETS
	<ul style="list-style-type: none"> b. unduplicated number of clients receiving academic services (includes employment training and financial education) training. See HVP 19 C.26m. c. unduplicated number of clients who received or were linked to instructional services. See HVP 19 C.27a. d. unduplicated number of clients who received workforce readiness services. See HVP 19 C.27m. 	
13. Access to immigration services and remedies.	<p>De-identified individual and aggregated summary via monthly reports.</p> <ul style="list-style-type: none"> a. The unduplicated number of clients receiving a first-time referral to immigration services or remedies. See HVP19 C.26f. b. The unduplicated number of clients who received or were linked to immigration services or remedies. See HVP19 C.27f. 	<p>80% of unduplicated clients in need of services will receive first time referral to immigration services or remedies services.</p> <p>30% of unduplicated clients will receive access to immigration services or remedies services.</p>
14. Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.	Staff roster and/or other tracker (e.g., agency’s monthly report attachment b/training tracker) containing workforce capacity, bilingual capabilities, training completions and future trainings needs.	<p>Agency should hire home visiting program workforce that is representative of the home visiting client demographics.</p> <p>Report staffing including workforce capacity, workforce demographics, including employer and certification status, training completions and future trainings.</p>
15. Child welfare referrals and outcomes.	<p>Collect child welfare referrals (e.g. referrals to child protective services) and the outcomes of the referrals. Internal Agency tracking or available database system.</p> <p>To be tracked and reported upon request.</p>	Report ongoing referrals and outcomes of child welfare referrals.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Healthy Families America**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORTING	PERFORMANCE TARGETS
16. Additional descriptive and outcome indicators, as appropriate for operation or evaluation of HVP.	Collect, maintain, and protect personal information of individuals and families against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws. a. Inform clients of statewide HVP evaluation. b. Share identifiable client data, as requested for the purpose of meeting requirement of the HVP evaluation	Provide data upon request to county, state, or other participating entities. a. Informed clients of statewide evaluation and established data sharing agreements with clients at point of enrollment and/or as required. b. Provide data required for the purpose of HVP evaluation, as requested.
17. Language parity between staff and clients.	Staff Roster with language capacity	Hire multi-lingual language staff, proportion to the percentage of multi-lingual clients served, when available.
18. Client Retention to Program Completion.	Annual Aggregate Summary	Example: 60% of enrolled clients will complete HVP or until funding ends
19. Required client-to-home visitor ratio not to exceed 25:1.	Staff Roster with client capacity	100% compliance with caseload requirements outlined in the contract with considerations aligned to the national model standards.
20. Agency will provide model specific trainings to all their home visitors.	Sign-in sheet or certificate of training completion	100% of home visitors will receive the HFA program specific trainings (refer to section 9.0 Trainings).
21. Agency will obtain clients' satisfaction via tools and/or platforms developed by CDSS and/or DPSS. Input would address effectiveness, satisfaction, and knowledge gained by the services and supports delivered.	Public Health will provide procedural guidance on methods and/or tools to be administered for the purpose of gathering participant satisfaction and program's effectiveness, if applicable. To be administered, collected, and reported upon request.	80% or more of the recipients will complete a program survey. 80 % of the completed surveys will have a minimum rating of "satisfied" for the services received.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 California Home Visiting Program State General Fund Expansion
 Parents As Teachers**

SCOPE OF WORK

PERIOD: July 1, 2024 through June 30, 2026

CONTRACTOR: _____

Project Goals:

The California Home Visiting Program State General Fund (CHVP SGF) Expansion supports pregnant women and families and helps at-risk parents of children from birth to 3-5 years old to access the resources and hone the skills they need to raise their children who are physically, socially, and emotionally healthy, and ready to learn.

- 1) The CHVP SGF Expansion aims to:
 - a. Improve health and development;
 - b. Prevent child injuries, child abuse, neglect, or maltreatment, and reduce emergency department visits;
 - c. Improve school readiness and achievement;
 - d. Reduce crime, including domestic violence;
 - e. Improve family economic self-sufficiency; and
 - f. Improve the coordination and referrals for other community resources and supports.

- 2) Parents As Teachers (PAT) agencies will:
 - a. Provide nationally accredited home visiting services to at-risk populations, integrating mental health screening and referrals to support increase in protective factors, decrease in risk factors and promotion of maternal and child health and well-being;
 - b. Provide leadership and structure for the implementation of the Los Angeles County Department of Public Health (Public Health) led CHVP at the agency level;
 - c. Collect and submit required CHVP data; and
 - d. Monitor outcome instrument measures and performance-based criteria to show reduction in risk factors and increase in protective factors.

CHVP Objective 1: Provide leadership and structure for the implementation of the CHVP SGF Expansion.

Objectives	Activities and Subtasks	Timeline	Deliverables
STAFF REQUIREMENTS			
1.1 PAT implementing agency shall maintain accreditation as an affiliate program of the PAT National Office, have a business office in the service planning area (SPA) of targeted service, and have three-years minimum of providing home visitation services.	1.1.1 Use PAT evidence-based model for delivery of services under CHVP SGF funding.	Ongoing through June 30, 2026	1.1.1 Agency will maintain in its records proof of active PAT accreditation during home visiting contract. It will also keep in file and submit as requested to Public Health the approved PAT curriculum that

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 California Home Visiting Program State General Fund Expansion
 Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
			will be used in delivering home visiting services.
1.2 Agency will implement the Public Health-led CHVP using culturally sensitive home visiting practices.	1.2.1 Complete cultural sensitivity trainings via in-person attendance and/or webinar. 1.2.2 Use culturally sensitive materials and translation/interpreter services, as needed. 1.2.3 Develop and maintain tracking record of translation/interpreter services used. 1.2.4 Recruit and hire staff that reflects the community served and/or speak the language of participants, whenever possible.	Once every two years; refresher trainings every two years. Ongoing through June 30, 2026 Ongoing through June 30, 2026 Ongoing through June 30, 2026	1.2.1 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable. 1.2.2 Maintain samples of materials and directory of translation/interpreter services on file. 1.2.3 Tracking system developed and maintained. 1.2.4 Submission of Staffing Report.
1.3 Agency will hire, train, and retain staff in compliance with the PAT model (CHVP requirements); and comply with CHVP and Public Health training requirements and implementation of the required screening tools.	1.3.1 Ensure staff is hired in accordance with the PAT model. Maintain number of home visiting staff to meet caseload capacity based on PAT guidelines and funder requirements. (Refer to CHVP Policy on Staffing Requirement). 1.3.2 New staff must complete PAT core training within 6 months of hire.	Initial hiring within first month of CHVP participation, then ongoing when there is vacancy. Within 6 months as required by the PAT model.	1.3.1 Staffing requirements and qualification records will be kept on file. Document and report any staff change in the Public Health CHVP Monthly Reports and CHVP Staffing Reports. 1.3.2 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 California Home Visiting Program State General Fund Expansion
 Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	1.3.3 Ensure home visiting staff participate and complete, or is scheduled, for the Trainings as listed in Attachment B.	Varied timelines. Refer to the Training List, Attachment B.	1.3.3 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	1.3.4 Develop and maintain tracking mechanism for training completion of staff.	Ongoing through June 30, 2026	1.3.4 Training attendance and/or schedules and materials are on file.
	1.3.5 Participate in CHVP meetings, workgroups, trainings, and regular Technical Assistance (TA) calls with CHVP and Public Health.	Ongoing through June 30, 2026	1.3.5 Meeting attendance, workgroup participation, training logs and/or TA call attendance/schedules and materials are on file.
	1.3.6 Hire and maintain at least three full-time equivalent Parent Educators to serve the maximum negotiated caseload capacity per home visitor per fiscal year with CDPH and in adherence to PAT model guidelines.	Ongoing through June 30, 2026	1.3.6 Report staffing, staff changes, and staff caseload capacity using Public Health CHVP programmatic monthly reporting, contract management unit invoicing, and CHVP Staffing Reports.
PROGRAM REQUIREMENTS			
1.4 Agency will perform all activities according to, and with fidelity to, the PAT home visiting guidelines and CHVP requirements (CHVP Requirement).	1.4.1 Perform all activities with fidelity to the PAT evidence-based model's Essential Requirements. The agency's program design for meeting these requirements must be demonstrated in the agency's Affiliate Plan.	Ongoing through June 30, 2026	1.4.1 Maintain current accreditation with PAT National Office. Submit accreditation documents upon request.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
California Home Visiting Program State General Fund Expansion
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
1.5 Agency will adhere to all CHVP Policies and Procedures (CHVP Requirement) relating to implementation of PAT at the assigned Service Planning Area (SPA).	<p>1.5.1 Maintain copies of agency Policies and Procedures incorporating the CHVP Policies and Procedures and updating them as needed.</p> <p>1.5.2 Comply with California Department of Public Health (CDPH) CHVP and Public Health CHVP Policies, Procedures, and Protocols, as they are presented and implemented. CDPH requires agency to review to CHVP policies and procedures on an annual basis, and to adhere to these as directed.</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>1.5.1 Maintain copies of agency PAT policies and procedures that incorporate CHVP policies and procedures. Must be available during site visit and upon request.</p> <p>1.5.2 Implement applicable and related CDPH CHVP and Public Health CHVP Policies, Procedures, and Protocols. Agency will schedule annual review of CHVP policies and protocols and maintain records on date of when the review was conducted. Document review and acknowledgement of such policies, protocols, and procedures.</p>
1.6 Agency will collaborate with local early childhood system partners (CHVP Requirement).	1.6.1 Collaborate with local early childhood system partners to provide a continuum of services.	Ongoing through June 30, 2026	1.6.1 Maintain records of collaborative efforts with local partners. Submit as requested.
1.7 Site will maintain a Community Advisory Board (CAB).	1.7.1 Coordinate CAB meetings at least quarterly for the purposes of establishing appropriate linkages for referral/service systems and other community supports, including statewide and local early childhood partners.	Ongoing through June 30, 2026	1.7.1 Submission of CAB Meeting Materials (CAB Roster, Agenda, and Minutes) with Status Reports.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 California Home Visiting Program State General Fund Expansion
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
<p>1.8 Agency will administer PAT model, CHVP, and Public Health required screening tools namely Patient health Questionnaire (PHQ)-9, Generalized Anxiety Disorder (GAD)-7, Parents’ Assessment for Protective Factor (PAPF), Ages and Stages Questionnaire (ASQ)-3, Ages and Stages Questionnaire-Social Emotional (ASQ-SE2), and Relationship Assessment Tool (RAT); make referrals and linkages, and perform follow-up to ensure successful linkages.</p>	<p>1.8.1 Parent Educators complete training for the screening tools.</p> <p>1.8.2 Parent Educators administer screening tools as indicated by PAT model and Public Health requirements.</p> <p>1.8.3 Utilize Penelope and other agency-related data collection tools to track completion of the screening frequencies and results of eligible clients and their children.</p> <p>1.8.4 Document referrals and linkages made for the following assessments: a. PHQ-9 b. GAD-7 c. PAPF d. ASQ-3 e. ASQ-SE2 f. RAT</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>1.8.1 Training log or certificate of completion.</p> <p>1.8.2 Document records of screening assessments completed in Penelope data system. Provide reports as requested.</p> <p>1.8.3 Maintain documentation of screenings completed in Penelope data system.</p> <p>1.8.4 Maintain records of referral and linkages made when screenings warrant further evaluation and follow up.</p>
CONTINUOUS QUALITY IMPROVEMENT (CQI) REQUIREMENTS			
<p>1.9 Conduct CQI process, which is aligned with CHVP goals.</p>	<p>1.9.1 Develop and adhere to a CQI plan based on agency-established or newly approved policies and procedures.</p>	<p>Within 6 months of CHVP participation</p>	<p>1.9.1 Maintain copy of CQI plan in agency records, and report and document action steps taken to achieve program improvement on selected priority areas. Submit documentation and update changes with Status Reports.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 California Home Visiting Program State General Fund Expansion
 Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	1.9.2 Communicate quality improvement activities with new or existing Community Advisory Board (CAB) or other community collaborative designated to address quality improvement.	As required by CHVP in Status Reports.	1.9.2 Maintain CAB as a resource for program improvement. Completion of CAB involvement in Status Reports as part of CQI efforts required by CHVP.
	1.9.3 Utilize data to inform and improve program activities.	Ongoing through June 30, 2026	1.9.3 Submission of CQI plan, data, and/or information as requested by CHVP and CQI as part of Status Reports.
1.10 Participate in CHVP Conferences, Meetings, Technical Assistance Calls, and other related CHVP activities.	1.10.1 Attend conferences, meetings, technical assistance calls, and other related activities required by CHVP and Public Health.	Ongoing through June 30, 2026	1.10.1 Maintain records of attendance in conferences, meetings, and TA calls.

CHVP Objective 2: Local Implementing Agency (LIA) will reach and maintain negotiated Caseload Capacity (CC)

Objectives	Activities and Subtasks	Timeline	Deliverables
OUTREACH AND ENROLLMENT REQUIREMENTS			
2.1 Agency will pursue, develop, and maintain relationships with local service agencies, hospital, and referral resources to facilitate the coordination of services and recruit participants.	2.1.1 Develop Memorandum of Understanding (MOU) and/or informal written agreements (e.g. letters of support) with community agencies and service providers.	Ongoing through June 30, 2026	2.1.1 Submission of formal and/or informal agreements with community agencies and service providers with Status Reports. Maintain and/or submit Outreach Log.
	2.1.2 Work with Public Health to develop an outreach plan.	Within 3 months of CHVP participation and reviewed at least	2.1.2 Maintain copy of outreach plan in agency records.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 California Home Visiting Program State General Fund Expansion
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	2.1.3 Provide outreach to the community.	biannually. Ongoing through June 30, 2026	2.1.3 Maintain an outreach log with program contacted, method, materials used, and date of contact.
	2.1.4 Receive referrals from Public Health, community partners and agencies; and triage as appropriate to meet the required active caseload.	Ongoing through June 30, 2026	2.1.4 Document, monitor, and maintain records of referrals, referral dispositions, and enrollments.
CASELOAD REQUIREMENTS			
2.2 Agency will reach negotiated caseload capacity with CDPH at any combination of service levels per full-time Parent Educator. Parent Educators are to maintain the caseload throughout the duration of the program (CHVP Requirement). * CDPH negotiated capacity since Fiscal Year 21-22 for CHVP SGF PAT subcontracts is 18 families per Parent Educator based on PAT Evidence-Based Program (EBP) Essential Requirements. CDPH caseload capacity may be adjusted dependent on model fidelity requirements. LAC Public Health’s minimum caseload capacity requirements is 20 families per Parent Educator. Minimum caseload requirements may be impacted due to intensive levels of service and will be coordinated by Public Health with CDPH to meet model and state requirements.	2.2.1 Provide services to high risk and/or high need pregnant or parenting women with one or more of the criteria listed in Attachment A.	Ongoing through June 30, 2026	2.2.1 Maintain documentation of enrollment criteria in client chart.
	2.2.2 Maintain active caseload at capacity per home visitor.	6 th month after home visitor’s completion of PAT Model Training and monthly thereafter	2.2.2 Monitor monthly caseload, including new enrollments and dismissals.
	2.2.3 As per CHVP requirement: Maintain 100% of caseload capacity. Caseload will be reviewed monthly. If compliance standards are not met in a timely manner, CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.	6 th month after home visitor’s completion of PAT Model Training and monthly thereafter. CHVP requires that any site meeting less than the 85% of the maximum caseload capacity (MCC) be placed on Extra	2.2.3 Reach active caseload by 85% at the end of the 6 th month of core training completion, and consistently maintain 100% of caseload capacity, thereafter. If below 85% MCC, submission of ESP as required by CHVP staff.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 California Home Visiting Program State General Fund Expansion
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	<p>Note: Any Agency that falls below 85% of the contracted Caseload Capacity (CC) for three consecutive months may be required to participate in a corrective action process.</p> <p>2.2.4 Agency will adhere to all CHVP Policies and Procedures relating to CC.</p>	<p>Support Plan (ESP), formerly known as the Performance Improvement Plan (PIP).</p> <p>Ongoing through June 30, 2026</p>	<p>2.2.4 Participate in regular technical assistance calls and ESP meetings with CHVP and/or Public Health staff.</p>

**CHVP Objective 3:
 Maintain clean and compliant data for all home visiting activities and participants per model and CHVP policy.**

Objectives	Activities and Subtasks	Timeline	Deliverables
CONSENT REQUIREMENTS			
3.1 PAT implementing agency will require its CHVP SGF PAT participants to sign the CHVP consent form (CHVP Requirement).	3.1.1 All CHVP SGF funded home visiting participants are required to sign the CHVP consent form.	Upon client enrollment and ongoing thereafter	3.1.1 Provide evidence of signed CHVP SGF PAT participant consent forms.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 California Home Visiting Program State General Fund Expansion
 Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
DATA REQUIREMENTS			
3.2 PAT implementing agency will coordinate data system requirements with the PAT National Office for use of the Penelope data system (CHVP Requirement).	3.2.1 Supervisor, Parent Educators, and/or management/support staff working on PAT data must be trained on the use of the Penelope data system.	Within 6 months of approval to use Penelope Database system in Los Angeles County (LAC) and ongoing through June 30, 2026.	3.2.1 Training log on file and submit upon request.
	3.2.2 All home visitors will use the Penelope data system proficiently.	Within 6 months of approval to use the Penelope Database and ongoing through June 30, 2026.	3.2.2 Maintain agency records of Penelope authorized users and submit upon request.
	3.2.3 PAT agency will adhere to CHVP Policies and Procedures relating to compliant data (CHVP requirement).	Ongoing through June 30, 2026.	3.2.3 Evidence of data compliance with CHVP Policies and Procedures.
	3.2.4 All CHVP reports were developed to capture participant data, visits, and caseload information. All sites must use Penelope database for CHVP data entry and continue to submit and upload other CHVP required reports in the CHVP SharePoint.	Upon program implementation and ongoing thereafter.	3.2.4 Use Penelope data system timely and accurately. Submit required reports in CHVP SharePoint per schedule provided.
	3.2.5 PAT agency will provide and/or coordinate with data collection system owners to provide CHVP with monthly enrollment and other reports as needed. (CHVP requirement)	Upon coordination with CHVP and ongoing thereafter.	3.2.5 Participate in regular technical assistance calls and site visits with CHVP staff. Submit monthly enrollment and other reports as needed or required by CHVP.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
California Home Visiting Program State General Fund Expansion
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
3.3. Enter the participant data into Penelope data system within seven working days of data collection (CHVP Requirement).	3.3.1 PAT implementing agency will enter the participant data into Penelope data system within seven working days of data collection.	Data entered within seven days of client visit.	3.3.1 Evidence of data submission within seven working days of data collection.
3.4 Adhere to all CHVP Policies and Procedures relating to compliant data (CHVP Requirement).	3.4.1 Collect and submit timely and accurate data on PAT participant demographics, service utilization, and performance measures according to, and with fidelity to, the PAT model guidelines and CHVP requirements.	Ongoing through June 30, 2026	3.4.1 Provide required data and reports as specified in Attachment C.
	3.4.2 Identify data staff to collaborate with CHVP data personnel to ensure accuracy and timely reporting of data requirements.	Ongoing through June 30, 2026	3.4.2 Submit accurate and timely data reports to CHVP and Public Health HVP management.
	3.4.3 Submit new data expectations and deliverables to CHVP once the Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV) and SGF Expansion have aligned their state reporting requirements.	Upon approval of MIECHV and SGF Expansion data collection alignment and through June 30, 2026	3.4.3 Submit to CHVP new data expectations and deliverables. Enter required data into Penelope and/or upload to CHVP SharePoint, as applicable.
3.5 Provide and/or coordinate with Penelope data system to provide CHVP with monthly enrollment and other reports as needed (CHVP Requirement).	3.5.1 Ensure all agency management and staff read, understand, implement, and use the Penelope data system to be able to provide enrollment reports and other reports, as needed.	Ongoing through June 2026	3.5.1 Maintain records of monthly enrollments and submit upon request.
	3.5.2 Provide authorization for transmission of client-level data from Penelope data system to CHVP.	Ongoing through June 2026	3.5.2 Documentation of authorization for transmission of client-level data from Penelope data system to CHVP on file.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 California Home Visiting Program State General Fund Expansion
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
3.6 Collect participant data in accordance with the PAT requirements and maintain current and accurate documentation (Contract Management Unit Requirement).	3.6.1 Develop chart documentation process and procedures. 3.6.2 Supervisor to implement and oversee chart audit process, including review of all current charts at minimum of three (3) times per year.	Upon participant enrollment and ongoing thereafter Every 3-4 months	3.6.3 Maintain up-to-date chart documentation procedures. 3.6.4 Maintain records of chart documentation and audit process, as well as audit results.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
California Home Visiting Program State General Fund Expansion
Parents As Teachers**

SCOPE OF WORK

All reports and documentation listed below are due via SharePoint unless otherwise directed by CHVP.

Frequency	CHVP Program, Data, and Evaluation Required Reports/Monitoring Channels
A. Quarterly on January 15 th , April 15 th , July 15 th , and October 15 th	1. Staffing Reports
B. Semi-annually on April 15 th and October 15 th	1. Status Reports 2. CAB Roster, Agenda, and Minutes 3. MOUs and/or informal agreements with community agencies and service providers
C. Annually as part of the Status Report	1. CQI Plan (Initial plan must be submitted, any changes or improvements must be reported and resubmitted, as applicable)
D. During Site Visit (Dates to be Determined)	1. Outreach Log 2. Referral Triage Plan 3. Training Log and Training Plans 4. Participant Funding Source Triage Plan 5. Policies and Procedures 6. Participant Consent Forms
E. Upon Request	1. Model Developer Agreement, Accreditation, and Affiliation Documentation

NOTE: If compliance standards are not met in a timely manner, agency may be placed on an ESP, formerly the Performance Improvement Plan (PIP). In addition, CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health (MCAH)
Home Visiting Program
Parents As Teachers (PAT)

SCOPE OF WORK

ENROLLMENT CRITERIA/CONSIDERATIONS:

Services will be provided to low income high-risk and/or high-need pregnant or parenting clients living in LAC. The enrollment time frame will be based on program model requirements or as funding permits. Once enrolled, mothers and their families can continue receiving services until the focus child reaches the maximum age allowable in the PAT model's participation eligibility. Preferably, a family's services can be extended up to the focus child's fifth birthday as per model or funding allows. Agencies contracted to deliver home visiting services under the CHVP should develop a transition plan for enrolled families/clients or sending notifications to clients prior to the end of services as determined by availability of continued funding.

Some examples of high-risk or high-need clients include:

1. Pregnant/parenting clients who are at risk of developing maternal depression and/or general anxiety disorder (GAD);
2. Pregnant/parenting clients who exhibit early signs of a severe mental illness;
3. Pregnant/parenting clients with a substance use issue;
4. Pregnant/parenting youth in or at risk of entry/re-entry into the juvenile justice system;
5. Pregnant/parenting clients in or at risk of entry/re-entry into the criminal justice system;
6. Pregnant/parenting women involved or at risk of involvement with the child welfare system;
7. Pregnant/parenting women currently or previously in the foster care system;
8. Pregnant/parenting women with special needs such as deaf and hard of hearing, developmental delay, physical disabilities, and other physical or developmental disabilities;
9. Pregnant/parenting women experiencing homelessness; and
10. Pregnant/parenting women who have been exposed to trauma.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health (MCAH)
Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

California Home Visiting Program (CHVP) Training List

Training	Program Manager	Supervisor	Home Visitor	Administrative Staff
<u>Required before Starting to See Clients:</u>				
1. National Model & Curriculum training	✓	✓	✓	Optional
2. HIPAA training	✓	✓	✓	✓
3. Child Abuse and Mandatory Reporting	✓	✓	✓	Optional
4. PHQ-9 (Depression)	Encouraged	✓	✓	Optional
5. GAD-7 (Anxiety)	Encouraged	✓	✓	Optional
6. Relationship Assessment Tool (RAT)	Encouraged	✓	✓	Optional
<u>Required before Administering the Tool</u>				
7. ASQ-3	Encouraged	✓	✓	Optional
8. ASQ-SE2	Encouraged	✓	✓	Optional
9. PAPP	Encouraged	✓	✓	Optional
<u>Within 3 Months of Hire</u>				
10. Cultural Competency and Humility	✓	✓	✓	Optional
11. Home Visitor Safety/Field Safety	✓	✓	✓	Encouraged
12. Reflective Practice	✓	✓	✓	Optional
13. Penelope Institute/Penelope Data Base Training	✓	✓	✓	Encouraged
(CONTINUED ON NEXT PAGE)				

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health (MCAH)
 Home Visiting Program
 Parents As Teachers (PAT)**

SCOPE OF WORK

<u>Within 6 Months of Hire</u>				
14. Bonding and Attachment	✓	✓	✓	Optional
15. Brain Development and Early Infant Development	✓	✓	✓	Optional
16. Empathetic and Parent-Child Communication	✓	✓	✓	Optional
17. Milestones and Development: Expectations for Birth to 12 months <i>(If not covered in model training or discussed in ASQ-3 Training)</i>	✓	✓	✓	Optional
18. Motivational Interviewing and Follow-up	Encouraged	✓	✓	Encouraged
<u>Within 12 Months of Hire</u>				
19. Family Planning		✓	✓	
20. Family Violence	✓	✓	✓	Optional
21. Impact of Toxic Stress and Promoting Resilience <i>(Or equivalent training)</i>	Encouraged	✓	✓	Optional
22. Mental Health First Aid <i>(Or equivalent training)</i>	Encouraged	✓	✓	Optional
<u>Recommended Trainings</u>				
23. Life Skills Progression <i>(If not required by evidence-based program model)</i>				
24. Grief and Loss				
25. Health Coverage <i>(If not required by home visitation agency)</i>				
26. Preventive Care: Prenatal, Postpartum, and Newborn Care <i>(If not covered in model training)</i>				
27. Healthy Homes and Infant Toddler Safety <i>(If not covered in model training)</i>				

In cases where needed trainings are not available through Los Angeles Best Babies Network (LABBN) or the model’s National Office, Contractors are permitted to engage consultants to fulfill the training requirements specified by the respective home visitation model. Contractor should work with their Program Manager and LABBN for guidance on available trainings from outside entities.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health (MCAH)
 Home Visiting Program
 Parents As Teachers (PAT)**

SCOPE OF WORK

CHVP PAT SGF Additional Training List (Continuation) (Based on LABBN Standardized Training for Los Angeles County Home Visiting Programs)	
	Title
<p>Coordinated Home Visiting Cohort Training</p> <p><i>(Timing of taking these LABBN trainings should align with the PAT model training schedule to ensure that home visiting staff are meeting the knowledge and skills to administer screening assessments, frequencies, and providing needed interventions, services, and/or linkages.)</i></p>	<ul style="list-style-type: none"> • Orientation and Framework • Home Visitor Safety and Self-Defense • Compassion Fatigue • Grief and Loss • Maternal Depression and PHQ-9 • Life Skills Progression • Motivational Interviewing and Follow-up • Parent and Child Empathetic Communication • Shifting the Paradigm • Brain Development and Early Infant Development • Bonding and Attachment • Reflective Practice • Family Planning 1 and 2 • Health Coverage • Child Abuse and Mandatory Reporting • Milestones and Development: Expectations for Birth to 12 months • Using the ASQ-3 to Communicate about Child Development • ASQ-SE2 • Cultural Competency and Humility • Family Violence • Preventive Care: Prenatal and Postpartum Care • Ongoing Postpartum and Newborn Care • Healthy Homes and Infant Toddler Safety • Childbirth Education Day 1 and 2 • Motivating and Supporting Families to Breast/Chestfeed • Fatherhood Engagement

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health (MCAH)**

Home Visiting Program

Parents As Teachers (PAT)

SCOPE OF WORK

Continuing Education	<ul style="list-style-type: none"> • Home Visiting Peer to Peer Workshops • Home Visiting Regional Workshop • Quarterly Webinar Continuing Education • Home Visiting Program Manager/Supervisor Monthly Meetings • Home Visiting Program Manager and Outreach Peer to Per Meeting • Reflective Practice Group Participation • Manger/Supervisor Reflective Supervision Coaching • Annual Summit
Database Training	<ul style="list-style-type: none"> • Stronger Family Database Training • Tableau Training

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health (MCAH)
Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

DATA ELEMENT REQUIREMENT	
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS
<p>Maternal elements: DOB or age, race, ethnicity, primary language, sexual orientation, disability, gender assigned at birth, gender identity, number of prior pregnancies, residential ZIP code, prenatal care, engage in child-parent interaction activities, job readiness and employment status, history with intimate partner violence, substance abuse, mental health</p>	<p>Maternal elements: depression and anxiety screening, referral, and linkage to identify resources; completion of postpartum visit; educational attainment; employment status</p>
<p>Child elements: DOB, full or pre-term birth, live birth, birth weight, regular well-child check-ups, health and developmental factors, developmental needs, linkage to developmental services, receiving early learning services, child welfare</p>	<p>Child elements: well-child examinations/visits; child developmental screening, referral, and linkage; child abuse report; childcare; early childhood education</p>
<p>Service delivery elements: First successful completed home visit, enrollments, duration of families' participation in home visiting program, number of home visits, number of program completions, termination date (early and scheduled), reason for early termination,</p>	<p>Parenting capacity: protective factors, involvement in child-parent activities Referral to identify resources and access to identify resources: referral outcomes Self-sufficiency: educational or trainings attainment, workforce training, employment, financial stability</p>

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health (MCAH)
Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Home visiting staff meet linguistic and cultural needs of the target service population.	Staff Roster with language capacity	Home visiting staff are bilingual/multilingual and representative of the home visiting client demographics.
2. Maintain 100% enrollment of parents and families at all times.	Penelope documentation and CHVP Monthly Reports.	Reach 85% caseload within 6 months after core PAT model training and 100% caseload capacity thereafter.
3. Public Health and its contractors provide services in the home of client or client's choice of place for the visit.	Penelope documentation.	85% of home visiting services are provided in the home of clients or clients' choice of place for the visits except during unforeseen crisis situations, such as in a pandemic. Virtual visits can be utilized with prior approval from the Public Health and/or funder, and based on EBP model standards.
4. Required client-to-Parent Educator ratio based on CDPH negotiated caseload capacity and adhering to the PAT model fidelity.	Staff Roster with client capacity.	100% compliance with required staffing to provide services.
5. Contractor will provide program-specific trainings to all their Parent Educators.	Training log or certificate of training completion.	100% of home visitors will receive the PAT program specific trainings.
6. Parent Educators will participate in CHVP, Public Health, LAC home visiting consortium required trainings (Attachment B.)	Training log or certificate of training completion.	100% of home visitors will complete all CHVP and Public Health specified trainings.
7. Collect outcomes as directed by Public Health and CDPH.	Parent Educators will administer the GAD-7, PHQ-9, PAPF, ASQ-3, ASQ-SE2, and RAT screenings to individuals served by CHVP.	85% compliance with completion of screening tools including tracking of client refusal(s).

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health (MCAH)
 Home Visiting Program
 Parents As Teachers (PAT)**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
8. Referral and Linkages to mental health and/or child development support services.	Monthly tracking of referrals and participation.	Public Health and its contractors will maintain records of 100% of referrals made and the referral outcomes.
9. Referral and Linkages to additional supportive services.	Monthly tracking of referrals and participation.	Public Health and its contractors will maintain records of 100% of referrals made and the referral outcome.
10. Public Health obtains input from CHVP clients regarding program effectiveness, satisfaction, and knowledge gained by the services and supports delivered.	CHVP and/or Public Health may provide a participant satisfaction survey which will be disseminated to all individuals served by CHVP.	80% or more of the recipients served through CHVP will provide a satisfaction rating of the services received.
11. Increase of Protective Factors.	Penelope documentation.	Public Health and its contractors will demonstrate improvement from baseline measure by increasing protective factors for mothers and their children

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
Parents As Teachers**

SCOPE OF WORK

PERIOD: July 1, 2024, through June 30, 2026

CONTRACTOR: _____

Project Goals:

The Home Visiting Services Learning Sites (LS) under the Family First Prevention Services (FFPS) Program State Block Grant (SBG) will provide pregnant and parenting families in the pilot initiatives with home-based support, knowledge, skills, tools, assistance, and linkages to create a healthy, safe, and ready to learn home environment and establish a secure attachment and development of children 0-5 years old, especially families who have children at imminent risk of entry or are already into foster care. These services expand the continuum of prevention and early intervention services provided by the Department of Public Health (Public Health) Maternal, Child, and Adolescent Health Home Visiting Program (MCAH HVP).

These Department of Children’s and Families Services (DCFS) SBG LS, based on appropriation under the California Budget Act of 2021, will support continuum of prevention services in Los Angeles County (LAC), build and improve on infrastructure of referrals and services, and train the professional workforce to deliver model fidelity evidence-based prevention and early intervention services to families and their children.

Parents As Teachers (PAT) agencies will:

- a. Provide nationally accredited home visiting services to at-risk populations, integrating mental health screening and referrals to support increase in protective factors, decrease in risk factors, and promotion of maternal and child health and well-being;
- b. Provide leadership and structure for the implementation of the Public Health-led SBG LS at the agency level;
- c. Collect and submit required SBG data; and
- d. Monitor outcome measures and performance-based indicators based on Evidence-Based Program (EBP) model fidelity.

Objective 1: Provide leadership and structure for the implementation of home visiting services learning sites under DCFS SBG.

Objectives	Activities and Subtasks	Timeline	Deliverables
STAFF REQUIREMENTS			
1.1 PAT implementing agency shall maintain accreditation as an affiliate program of the PAT National Office, have a business office in the service planning area (SPA) of targeted service, and have three-years minimum of providing home visitation services.	1.1.1 Use PAT evidence-based model for delivery of services under SBG funding.	From date of contract execution through June 30, 2026	1.1.1 Agency will maintain in its records proof of active PAT accreditation during home visiting contract. It will also keep in file and submit as requested to Public Health the approved PAT curriculum that will be used in delivering home visiting services.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DCFS Family First Prevention Services Program State Block Grant
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
<p>1.2 Agency will implement the County Public Health-led SBG LS using culturally sensitive home visiting practices.</p>	<p>1.2.1 Complete cultural sensitivity trainings via in-person attendance and/or webinar.</p> <p>1.2.2 Use culturally sensitive materials and translation/interpreter services, as needed.</p> <p>1.2.3 Develop and maintain tracking record of translation/interpreter services used.</p> <p>1.2.4 Recruit and hire staff that reflects the community served and/or speak the language of participants, whenever possible.</p>	<p>Completed training date must be within the two years of agency implementation of home visiting services under SBG.</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>1.2.1 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.</p> <p>1.2.2 Maintain samples of materials and directory of translation/interpreter services on file.</p> <p>1.2.3 Tracking system developed and maintained.</p> <p>1.2.4 Staffing roster on file and updated regularly.</p>
<p>1.3 Agency will hire, train, and retain staff in compliance with the PAT model. Comply with DCFS and Public Health training requirements and implementation of the required screening tools.</p>	<p>1.3.1 Ensure staff is hired in accordance with the PAT model. Maintain number of home visiting staff to meet caseload capacity based on PAT guidelines and funder requirements.</p> <p>If fully-trained staff on PAT EBP model is existing, it is recommended for agency to transition staff who can serve under the SBG learning site.</p>	<p>Ongoing through June 30, 2026</p>	<p>1.3.1 Staffing requirements and qualification records will be kept on file. Document and report any staff change in the Public Health SBG Monthly Reports.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	1.3.2 Ensure home visiting staff participate and complete, or is scheduled, for the Trainings as listed in Attachment B.	Ongoing through June 30, 2026	1.3.2 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.
	1.3.3 Develop and maintain tracking mechanism for training completion of staff.	Ongoing through June 30, 2026	1.3.3 Training attendance and/or schedules and materials are on file.
	1.3.4 Participate in SBG meetings, workgroups, trainings, and regular Technical Assistance (TA) calls with SBG learning sites and Public Health.	Ongoing through June 30, 2026	1.3.4 Meeting attendance, workgroup participation, training logs and/or TA call attendance/schedules and materials are on file.
	1.3.5 Hire and maintain at least two (2) full-time equivalent Parent Educators to serve the maximum negotiated caseload capacity per home visitor per fiscal year, in adherence to PAT model guidelines.	Ongoing through June 30, 2026	1.3.5 Maintain hiring and personnel records on file.
	1.3.6 Recruit, hire, and train staff to support the implementation of PAT (SBG Requirement).	Ongoing through June 30, 2026	1.3.6 Report staffing, staff changes, and staff caseload capacity using Public Health SBG programmatic monthly reporting, contract management unit invoicing, and SBG Staffing Reports.
	1.3.7 Purchase needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.	Ongoing through June 30, 2026	1.3.7 Maintain related records on file.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
PROGRAM REQUIREMENTS			
1.4 Agency will perform all activities according to, and with fidelity to, the PAT home visiting guidelines and SBG requirements.	1.4.1 Perform all activities with fidelity to the PAT evidence-based model's Essential Requirements. The agency's program design for meeting these requirements must be demonstrated in the agency's Affiliate Plan.	Ongoing through June 30, 2026	1.4.1 Maintain current accreditation with PAT National Office. Submit accreditation documents upon request.
1.5 Agency will adhere to DCFS SBG Policies, Procedures, and Protocols, if any, relating to implementation of PAT at the assigned SPA.	1.5.1 Maintain copies of agency Policies, Procedures, and Protocols incorporating the DCFS SBG Policies and Procedures and updating them as needed.	Ongoing through June 30, 2026	1.5.1 Maintain copies of agency PAT policies and procedures that incorporate SBG policies, procedures, and protocols. Must be available during site visit and upon request.
	1.5.2 Comply with DCFS SBG and Public Health Policies, Procedures, and Protocols, as they are presented and implemented.	Ongoing through June 30, 2026	1.5.2 Implement applicable and related DCFS and Public Health SBG Policies, Procedures, and Protocols. Agency will schedule annual review of SBG policies and protocols and maintain records on date of when the review was conducted. Document review and acknowledgement of such policies, protocols, and procedures.
1.6 Agency will collaborate with local early childhood system partners	1.6.1 Collaborate with local early childhood system partners to provide a continuum of services.	Ongoing through June 30, 2026	1.6.1 Maintain records of collaborative efforts with local partners. Submit as requested.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
<p>1.7 Site will maintain a Community Advisory Board (CAB).</p>	<p>1.7.1 Coordinate CAB meetings at least twice a year for the purposes of establishing appropriate linkages for referral/service systems and other community supports, including statewide and local early childhood partners.</p>	<p>Ongoing through June 30, 2026</p>	<p>1.7.1 CAB Meeting Materials (CAB Roster, Agenda, and Minutes) on file for review and submit as requested.</p>
<p>1.8 Agency will administer PAT model, SBG, and Public Health required screening tools namely Patient Health Questionnaire (PHQ)-9, Generalized Anxiety Disorder (GAD)-7, Parents' Assessment for Protective Factor (PAPF), Ages and Stages Questionnaire (ASQ)-3, and Ages and Stages Questionnaire-Social Emotional (ASQ-SE2); make referrals and linkages, and perform follow-up to ensure successful linkages.</p>	<p>1.8.1 Parent Educators complete training for the screening tools.</p> <p>1.8.2 Parent Educators administer screening tools as indicated by PAT model and Public Health requirements.</p> <p>1.8.3 Utilize Stronger Families Database (SFDB) and other agency-related data collection tools to track completion of the screening frequencies and results of eligible clients and their children.</p> <p>1.8.4 Document referrals and linkages made for the following assessments: a. PHQ-9 b. GAD-7 c. PAPF d. ASQ-3 e. ASQ-SE2</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>1.8.1 Training log or certificate of completion.</p> <p>1.8.2 Document records of screening assessments completed in SFDB. Provide reports as requested.</p> <p>1.8.3 Maintain documentation of screenings completed in SFDB and other agency-related data collection system.</p> <p>1.8.4 Maintain records of referral and linkages made when screenings warrant further evaluation and follow up.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
CONTINUOUS QUALITY IMPROVEMENT (CQI) REQUIREMENTS			
1.9 Conduct CQI process, which is aligned with SBG goals.	1.9.1 Develop and adhere to a CQI plan based on agency-established or newly approved policies and procedures.	Within 6 months of SBG participation	1.9.1 Maintain copy of CQI plan in agency records, and report and document action steps taken to achieve program improvement on selected priority areas. Submit documentation and update changes with Status Reports.
	1.9.2 Communicate quality improvement activities with new or existing CAB or other community collaborative designated to address quality improvement.	As required by SBG in monthly reports.	1.9.2 Maintain CAB as a resource for program improvement. Completion of CAB involvement in monthly reports as part of CQI efforts required by SBG.
	1.9.3 Utilize data to inform and improve program activities.	Ongoing through June 30, 2026	1.9.3 Submission of CQI plan, data, and/or information as requested by SBG and CQI as part of monthly reports.
1.10 Participate in SBG Conferences, Meetings, Technical Assistance Calls, and other related SBG activities.	1.10.1 Attend conferences, meetings, technical assistance calls, and other related activities required by SBG and Public Health.	Ongoing through June 30, 2026	1.10.1 Maintain records of attendance in conferences, meetings, and TA calls.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Parents As Teachers**

SCOPE OF WORK

Objective 2: PAT Agency implementing home visiting under SBG will reach and maintain negotiated caseload capacity.

Objectives	Activities and Subtasks	Timeline	Deliverables
OUTREACH AND ENROLLMENT REQUIREMENTS			
2.1 Agency will pursue, develop, and maintain relationships with local service agencies, hospital, and referral resources to facilitate the coordination of services and recruit participants, particularly with DCFS, Probation, Prevention and Aftercare (P&A) providers, and Family Resource Centers (FRC).	2.1.1 Develop Memorandum of Understanding (MOU) and/or informal written agreements (e.g. letters of support) with community agencies and service providers.	Ongoing through June 30, 2026	2.1.1 Submission of formal and/or informal agreements with community agencies and service providers with Status Reports. Maintain and/or submit Outreach Log.
	2.1.2 Work with Public Health to develop an outreach plan.	Within 3 months of SBG participation and reviewed at least biannually.	2.1.2 Maintain copy of outreach plan in agency records.
	2.1.3 Provide outreach to the community.	Ongoing through June 30, 2026	2.1.3 Maintain an outreach log with program contacted, method, materials used, and date of contact.
	2.1.4 Receive referrals from Public Health, community partners and agencies; and triage as appropriate to meet the required active caseload.	Ongoing through June 30, 2026	2.1.4 Document, monitor, and maintain records of referrals, referral dispositions, and enrollments.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
CASELOAD REQUIREMENTS			
<p>2.2 Agency will reach negotiated caseload capacity with Public Health at any combination of service levels per full-time Parent Educator, based on model fidelity and essential requirements. Parent Educators are to maintain the caseload throughout the duration of the program (SBG Requirement).</p>	<p>2.2.1 Provide services to high risk and/or high need pregnant and parenting families in the pilot initiatives with home-based support, knowledge, skills, tools, assistance, and linkages to create a healthy, safe, and ready to learn home environment and establish a secure attachment and development of children 0-5 years old, especially families who have children at imminent risk of entry or are already into foster care.</p> <p>2.2.2 Maintain active caseload at capacity per home visitor.</p> <p>2.2.3 Maintain a minimum of 85% of negotiated caseload capacity. Caseload will be reviewed monthly.</p> <p>2.2.4 Agency will adhere to all SBG DCFS Policies and Procedures relating to Caseload Capacity.</p>	<p>Ongoing through June 30, 2026</p> <p>6th month after home visitor's completion of PAT Model Training and monthly thereafter</p> <p>6th month after home visitor's completion of PAT Model Training and monthly thereafter.</p> <p>Ongoing through June 30, 2026</p>	<p>2.2.1 Maintain documentation of enrollment criteria in client chart.</p> <p>2.2.2 Monitor monthly caseload, including new enrollments and dismissals.</p> <p>2.2.3 Sustain minimum of 85% CC. If below 85% MCC, agency will develop CQI plan to address meeting caseload requirements.</p> <p>2.2.4 Participate in regular technical assistance calls and Extra Support Plan meetings with SBG and/or Public Health staff.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Parents As Teachers**

SCOPE OF WORK

Objective 3: Maintain clean and compliant data for all home visiting activities and participants per model and SBG policy.

Objectives	Activities and Subtasks	Timeline	Deliverables
CONSENT REQUIREMENTS			
3.1 PAT implementing agency will require its SBG PAT participants to sign any SBG consent, data-sharing, and other related forms, necessary to improve service provision and program implementation, while in consideration of protecting privacy of participants.	3.1.1 All SBG-funded home visiting participants are required to sign the SBG consent, data-sharing, and/or other related forms.	Upon client enrollment and ongoing thereafter	3.1.1 Provide evidence of signed SBG PAT consent, data authorization and/or other related forms. Must be maintained in agency files.
DATA REQUIREMENTS			
3.2 PAT implementing agency will coordinate data metrics collection with Public Health based on SBG requirements. PAT implementing agency will utilize SFDB to provide LAC Public Health data metrics SBG requirements.	3.2.1 Supervisor, Parent Educators, and/or management/support staff working on PAT data must be trained on the use of SFDB. 3.2.2 All home visitors will use the SFDB proficiently. 3.2.3 PAT agency will adhere to DCFS SBG Policies and Procedures relating to compliant data.	3.2.1 Within 3 months of approval to use SFDB in LAC and ongoing through June 30, 2026. Within 3 months of approval to use the SFDB and ongoing through June 30, 2026. Ongoing through June 30, 2026.	3.2.1 Training log on file and submit upon request. 3.2.2 Maintain agency records of SFDB authorized users and submit upon request. 3.2.3 Evidence of data compliance with DCFS SBG Policies and Procedures.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
	<p>3.2.4 All SBG reports were developed to capture participant data, visits, and caseload information. All sites must use SFDB for SBG data entry and continue to submit other SBG required reports as instructed by Public Health.</p> <p>3.2.5 PAT agency will provide and/or coordinate with data collection system owners to provide SBG with monthly enrollment and other reports as needed.</p> <p>3.2.6 PAT agency will provide and/or coordinate with data collection system owners to provide LAC MCAH HVP and Home Visiting Integration Project with information and data integration to support the proposed countywide data repository.</p>	<p>Upon program implementation and ongoing thereafter.</p> <p>Upon coordination with SBG and ongoing thereafter.</p> <p>Upon coordination with SBG and SFDB, then ongoing thereafter,</p>	<p>3.2.4 Use SFDB timely and accurately. Submit required reports per schedule provided.</p> <p>3.2.5 Participate in regular technical assistance calls and site visits with SBG staff. Submit monthly enrollment and other reports as needed or required by SBG.</p> <p>3.2.6 Provide data and reports as required in the LAC data integration project.</p>
3.3. Enter the participant data into SFDB within five working days of data collection.	3.3.1 PAT implementing agency will enter the participant data into SFDB within five working days of data collection.	Data entered within five days of client visit.	3.3.1 Evidence of data submission within five working days of data collection.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DCFS Family First Prevention Services Program State Block Grant
Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
3.4 Adhere to all DCFS SBG Policies and Procedures relating to compliant data.	3.4.1 Collect and submit timely and accurate data on PAT participant demographics, service utilization, and performance measures according to, and with fidelity to, the PAT model guidelines and SBG requirements. 3.4.2 Identify data staff to collaborate with SBG data personnel to ensure accuracy and timely reporting of data requirements. 3.4.3 Submit new data expectations and deliverables to SBG once FFPS implementation and SBG have aligned their reporting requirements.	Ongoing through June 30, 2026 Ongoing through June 30, 2026 Upon implementation of FFPS and SBG data collection alignment and through June 30, 2026	3.4.1 Provide required data and reports per schedule to be given by Public Health. Participate in regular technical assistance calls and site visits with SBG staff. 3.4.2 Submit accurate and timely data reports to SBG and Public Health HVP management. 3.4.3 Submit to SBG new data expectations and deliverables. Enter required data into SFDB and/or submit SBG reporting templates, as applicable.
3.5 Provide and/or coordinate with SFDB to provide SBG with monthly enrollment and other reports as needed.	3.5.1 Ensure all agency management and staff read, understand, implement, and use SFDB to be able to provide enrollment reports and other reports, as needed. 3.5.2 Provide authorization for transmission of client-level data from SFDB data system to SBG.	Ongoing through June 30, 2026 Ongoing through June 30, 2026	3.5.1 Maintain records of monthly enrollments and other reports as needed and submit upon request. 3.5.2 Documentation of authorization for transmission of client-level data from SFDB to SBG on file.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Parents As Teachers**

SCOPE OF WORK

Objectives	Activities and Subtasks	Timeline	Deliverables
3.6 Collect participant data in accordance with the PAT requirements and maintain current and accurate documentation.	3.6.1 Develop chart documentation process and procedures. 3.6.2 Supervisor to implement and oversee chart audit process, including review of all current charts at minimum of three times per year.	Upon participant enrollment and ongoing thereafter Every 3-4 months	3.6.3 Maintain up-to-date chart documentation procedures. 3.6.4 Maintain records of chart documentation and audit process, as well as audit results.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Parents As Teachers**

SCOPE OF WORK

ATTACHMENT A – Orientation and Training for New Staff (Based on PAT Supervisor’s Handbook)	
PAT Model and Public Health Training Plan and Timeline	Description
A. Required training before delivering services to families	<ul style="list-style-type: none"> • All newly-hired parent educators must complete Foundational and Model Implementation (FMI) Training before delivering services to families. • FMI training topics include: <ol style="list-style-type: none"> 1. PAT core values and theoretical framework 2. Overview of the Foundational Curriculum 3. Introduction to the Foundational Personal Visits 4. Child Development 5. Observing and Supporting Parent Behaviors 6. Parent-Child Interactions 7. Brain Development 8. Working with Families Prenatally 9. Developmental topics 10. Personal Visit demonstration 11. Family Culture and Perspectives 12. Goal-Setting 13. Ethics and Boundaries 14. Core Competencies
B. Orientation for new staff	<ul style="list-style-type: none"> • The section on safety procedures in the PAT Supervisor’s Handbook must be reviewed and discussed in detail with all new parent educators before visits are observed or conducted. • The supervisor reviews the affiliate plan and most recent Affiliate Performance Report with each new hire before the parent educator attends FMI training. • New hires also complete agency’s New Employee Orientation. • In addition, the supervisor reviews and discusses the agency’s PAT program policies and procedures in detail with the new parent educator. These activities may take place or begin before the parent educator attends FMI. Review of the policies and procedures is completed within the first quarter of employment.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Parents As Teachers**

SCOPE OF WORK

	<ul style="list-style-type: none"> • Completion of orientation tasks and activities are recorded on the orientation checklist kept in the individual supervision file and maintained by the supervisor.
<p>C. Following FMI Training, these trainings should be completed within 60 days.</p>	<ul style="list-style-type: none"> • Approach to Family-Centered Assessment • PHQ-9 Screening for Depression • GAD-7 Screening for Anxiety • Intimate Partner Violence and screening using the Relationship Assessment Tool (RAT) • ASQ-3 • ASQ-SE2 • PAPP • Designated data system
<p>D. These trainings should be completed within 6 months of FMI Training completion.</p>	<ul style="list-style-type: none"> • Diversity (Note: This can also be done before FMI training.) • Foundational 2 • Shadowing: Within the first six months, the newly hired parent educator shadows a more experienced parent educator (including the supervisor) on personal visits. In total, four visits are shadowed with two of these visits including screening. The new parent educator also attends the group connections during this time to observe and assist as appropriate. Shadowing can occur prior to FMI training. • Observations: New parent educators are observed by the supervisor delivering a personal visit, screening, and group connection within six months of FMI training and again at one year, using the PAT Personal Visit and PAT Group Connection Observation Tools.
<p>E. Other Trainings and Professional Development</p>	<ul style="list-style-type: none"> • Reflective Supervision • Parent Educator Safety • Client Rights and Confidentiality/HIPAA Training

Note: Refer to national model documents (e.g. PAT Supervisor’s Handbook Appendix G. New Parent Educator Orientation Checklist SAMPLE).

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
Parents As Teachers**

SCOPE OF WORK

ATTACHMENT B – SBG Home Visiting Learning Site Training List (Based on Los Angeles Best Babies Network Standardized Training for Los Angeles County Home Visiting Program)	
	Title
<p>Coordinated Home Visiting Cohort Training</p> <p><i>(Timing of taking these LABBN trainings should align with the PAT model training schedule to ensure that home visiting staff are meeting the knowledge and skills to administer screening assessments, frequencies, and providing needed interventions, services, and/or linkages.)</i></p>	<ul style="list-style-type: none"> • ASQ-SE2 • Bonding and Attachment • Brain Development and Early Infant Development • Child Abuse and Mandatory Reporting • Childbirth Education Day 1 and 2 • Compassion Fatigue • Cultural Competency and Humility • Family Planning 1 and 2 • Family Violence • Fatherhood Engagement • Grief and Loss • Health Coverage • Healthy Homes and Infant Toddler Safety • Home Visitor Safety and Self-Defense • Life Skills Progression • Maternal Depression and PHQ-9 • Milestones and Development: Expectations for Birth to 12 months • Motivating and Supporting Families to Breast/Chestfeed • Motivational Interviewing and Follow-up • Ongoing Postpartum and Newborn Care • Orientation and Framework • Parent and Child Empathetic Communication • Preventive Care: Prenatal and Postpartum Care • Reflective Practice • Shifting the Paradigm • Using the ASQ-3 to Communicate about Child Development

County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DCFS Family First Prevention Services Program State Block Grant
Parents As Teachers

SCOPE OF WORK

Continuing Education	<ul style="list-style-type: none"> • Annual Summit • Home Visiting Peer to Peer Workshops • Home Visiting Program Manager and Outreach Peer to Per Meeting • Home Visiting Program Manager/Supervisor Monthly Meetings • Home Visiting Regional Workshop • Manger/Supervisor Reflective Supervision Coaching • Quarterly Webinar Continuing Education • Reflective Practice Group Participation
Database Training	<ul style="list-style-type: none"> • Stronger Family Database Training • Tableau Training

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DCFS Family First Prevention Services Program State Block Grant
 Parents As Teachers**

SCOPE OF WORK

ATTACHMENT C – PUBLIC HEALTH DATA ELEMENT REQUIREMENTS	
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS
<p>Parent elements: Date of birth (DOB), race, ethnicity, primary language, sexual orientation, disability, veteran status, gender assigned at birth, gender identity, number of prior pregnancies, number of prior births, residential ZIP code, presence/ involvement of the father of baby (FOB) at onset of current pregnancy, marital status, education, employment, military service, housing, health insurance, medical conditions, preventive visits, ER visits, contraception, birthing interval, substance use, participation in other programs, child welfare services, prenatal and postpartum care, neurotoxin exposure, breastfeeding</p>	<p>Parent elements: depression (PHQ-9) and anxiety (GAD-7) screening, referral, linkage</p>
<p>Child elements: Date of birth (DOB), full or pre-term birth, live birth, birth weight, immunizations, child’s source of regular care, well-child visits, ER visits, hospital stays, reasons for ER visits and admissions, dental care, hearing and vision care, safety, health insurance, participation in other programs, child abuse report, childcare, early childhood education</p>	<p>Child elements: child developmental screening (ASQ-3 and ASQ-SE2), referral, linkage.</p>
<p>Family and Service delivery elements: Foundational visits, referrals, enrollments, visit frequency, length of client retention/duration of enrollment, personal visits, number of home/personal visits, number of program completions, termination date (early and scheduled), reason for termination, family income, family experiences and stressors</p>	<p>Parenting capacity: PAPP, referral, linkage.</p> <p>Parent IPV screen: intimate partner violence screening (i.e., RAT, referral, linkage.</p> <p>Family-Centered assessment: FCA assessment (i.e., LSP), referral, linkage.</p>

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DCFS Family First Prevention Services Program State Block Grant
Parents As Teachers**

SCOPE OF WORK

ATTACHMENT D - SBG Data-Specific Requirements

As required by the California Department of Social Services 5-Year State Prevention Plan, each Department that is providing an EBP shall create and participate in an ongoing CQI process that involves sharing of quantitative and qualitative service data and appropriate analysis to continually improve services to families in LAC and prepare for the implementation of Family First Prevention Services Act (FFPSA). There are two focus areas of the work: FFPSA Implementation in SPAs 2 and 6 and Community Pathway Referral Pilots. Each Department and its EBP providers shall initially participate in bi-weekly implementation workgroup meetings to address implementation challenges and questions. The frequency of the implementation workgroups may be modified as implementation progresses and may become less frequent over time. Additional data requirements for each focus area are described below.

Public Health providing EBP home visiting services shall provide DCFS quarterly fidelity and outcomes data generated by purveyor or agency and weekly capacity, service, and referral data for programs as identified below in SPAs 2 and 6 and in Community Pathway Referral Pilots. Data will be collected uniformly across Departments. DCFS will provide further guidance regarding the collection of data. Public Health will provide guidance to PAT agency regarding submission of the following data:

- a. DCFS- or Probation-generated Child Identifier (Indicate the child's record number. This is an encrypted, unique person identification number that is the same for the child across all report periods state/tribal-wide. The child identifier will be generated by DCFS or Probation. DCFS, Probation or P&A/ FRC will provide the child identifier to the providers in SPAs 2 and 6).
- b. Service Planning Area and Provider Name.
- c. Service Dates including start and end date.
- d. Cost of Service (TBD)
- e. Capacity (total number of slots funded under existing program contract[s] for FY).
- f. Current number of clients with open cases in the last one months (in treatment).
 - 1) New slots
 - 2) Existing slots
- g. Immediate number of openings to be filled.
- h. Number of referrals received in the last one month from:
 - 1) Family Maintenance (FM) DCFS Children's Social Workers (CSW).
 - 2) Voluntary Family Maintenance (VFM) DCFS CSWs.
 - 3) Probation Officers.
 - 4) Number from Expectant and Parenting Youth (EPY) DCFS CSWs.
 - 5) Number from FRC/P&A.
 - 6) Number from Plan of Safe Care Hospitals.
 - 7) Number from the Los Angeles Unified School District (LAUSD).
 - 8) Number from Childhood Education.
- i. Data for a-e pertains to new teams hired for SPAs 2 and 6 through SBG funds.
- j. Data for f-h pertains to existing teams.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health
Home Visiting Program
DCFS Family First Prevention Services Program State Block Grant
Parents As Teachers**

SCOPE OF WORK

- k. The funding streams for which the referred clients qualify as eligible.
- l. Number of referrals received that were ineligible in the last one month for the following reasons:
 - 1) Does not meet age range.
 - 2) Does not meet clinical need.
 - 3) Outside service area.
- m. Number of cases closed in the last one month before completing treatment, based on the following:
 - 1) Number who entered foster care.
 - 2) Number that failed to engage after three attempts.
 - 3) Number that declined service.
 - 4) Number that withdrew/dropped-out.
- n. Number of clients who successfully completed treatment in the last one month.
- o. Number of clients on waitlist, if applicable.
- p. Total number of clients who successfully completed treatment since pilot start.
- q. Quarterly EBP-Specific Fidelity Measures and Outcomes data as required by the Model Purveyor.
- r. Additional qualitative measures appropriate to EBP delivery and pilots.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Parents As Teachers**

SCOPE OF WORK

PERIOD: July 1, 2024, through June 30, 2026 CONTRACTOR: _____

Project Goals:

The CalWORKs Home Visiting Program (HVP) is a voluntary program supervised by the California Department of Social Services (CDSS) and administered by the Department of Public Social Services (DPSS) in Los Angeles County (LAC).

1. The purpose of the CalWORKs HVP is to:
 - a. Support positive health, development and wellbeing outcomes for pregnant and parenting individuals, families, and infants born into poverty;
 - b. Educate and assist CalWORKs eligible participants lay the foundation for long-term goals, such as educational opportunities, economic self-sufficiency, and greater financial opportunities;
 - c. Use the two-generational, whole family approach to service delivery to be able to improve family engagement practices and support healthy development of pregnant mothers, newborns, and young children; and
 - d. Prepare parents and/or caregivers for robust engagement in Welfare-to-Work activities and employment.

2. Parents As Teachers (PAT) agencies will:
 - a. Provide nationally accredited home visiting services to CalWORKs HVP eligible participants pursuant to Assembly Bill 1811 that established home visiting services for the targeted pregnant and parenting population to meet the purpose as aforementioned;
 - b. Provide leadership and structure for the implementation of the Los Angeles County Department of Public Health (Public Health) led CalWORKs HVP at the agency level;
 - c. Collect and submit required CDSS, DPSS, and Public Health data; and
 - d. Monitor outcome instrument measures and performance-based criteria to establish outcome and process measures to evaluate the impact and effectiveness of the program.

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
1. Agency shall maintain accreditation as an affiliate program of the PAT National Center, has business in the Service Planning Area (SPA) of targeted service, and have three years minimum of providing home visitation services.	1.1 Use PAT approved curriculum for delivery of services.	Ongoing through June 30, 2026	1.1 PAT curriculum will be submitted to Public Health for implementation approval.
2. Agency will implement the LAC Public Health-led DPSS HVP and demonstrate capacity to meet the linguistic and cultural needs of the target service area.	2.1 Hire home visiting staff that are multi-lingual and representative of the home visiting client demographics.	Ongoing through June 30, 2026	2.1 Submission of monthly staffing report and document staff language capacity.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Parents As Teachers**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	<p>2.2 Home visiting staff members will complete cultural sensitivity trainings via in person attendance and/or webinar. This complies with CDSS minimum training standard requirements.</p> <p>2.3 Use culturally sensitive materials and translation/interpreter services, as needed.</p> <p>2.4 Develop and maintain tracking record of translation/interpreter services used.</p>	<p>Within 3 months of hire.</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>2.2 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.</p> <p>2.3 Maintain samples of materials and directory of translation/interpreter services on file.</p> <p>2.4 Tracking system developed and maintained.</p>
<p>3. Agency will hire, train, and retain staff in compliance with the PAT model; and participate and comply with CDSS, DPSS, and Public Health training requirements, meetings, technical assistance, and other related activities to implement home visiting services and administer required screening tools, assessments, and support participant success and achievement of goals.</p>	<p>3.1 Ensure staff is hired in accordance with the PAT model.</p> <p>3.2 Hire and maintain at least four full-time equivalent Parent Educators to serve the maximum negotiated caseload capacity per home visitor with DPSS and in adherence to the PAT Essential Requirements.</p> <p>Note: For any staff transfer to and from other Public Health-funded programs, agency must coordinate transfer and documentation with CalWORKs HVP management.</p> <p>3.3 New staff must complete PAT core training in a timely manner and start serving clients per PAT Essential Requirements. (PATER). Stop Gap (or similar process) can be utilized to fulfill this.</p>	<p>Within 3 months of HVP participation</p> <p>Ongoing through June 30, 2026</p> <p>Within 3-6 months of hire based on PAT ER.</p>	<p>3.1 Staffing requirement and qualification records on file.</p> <p>3.2 Document staffing changes such as new hires or issues of staff turnover on the Agency’s Monthly Report.</p> <p>3.3 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Parents As Teachers**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	<p>3.4 Ensure home visiting staff receives the following screening/assessment tools training prior to administering with participants:</p> <ul style="list-style-type: none"> • Patient Health Questionnaire (PHQ-9) • Generalized Anxiety Disorder 7-item Scale (GAD-7) • Parents' Assessment for Protective Factor (PAPF) • Ages and Stages Questionnaire- Social-Emotional Edition 2 (ASQ- SE2) • Ages and Stages Questionnaire - Edition 3 (ASQ-3) 	<p>Varied timelines. Refer to the Training List, Attachment B.</p>	<p>3.4 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.</p>
	<p>3.5 Ensure home visiting staff completes all other required trainings listed in Attachment B, including DPSS HVP Overview, CalWORKs & GAIN Benefits training, HVP forms and data requirements, Los Angeles Best Babies Network (LABBN) Standardized Trainings for Los Angeles County Home Visiting Programs, and other new trainings related to implementation of HVP .</p>	<p>Varied timelines. Refer to the Training List, Attachment B.</p>	<p>3.5 Training attendance and/or schedules and materials are on file. Copies of training certificate completions on file, as applicable.</p>
	<p>3.6 Ensure home visiting staff completes the CDSS Cultural Competency and Implicit Bias Minimum Training Standards, as follows:</p> <ul style="list-style-type: none"> • Standard One: Self-Assessment • Standard Two: Inter-Cultural Competence • Standard Three: Trauma-Informed Care • Standard Four: Disproportionality and Disparities 	<p>Within 3 months of hire; then as applicable every two years thereafter</p>	<p>3.6 Training attendance records and/or certificates on file. For any trainings completed within last 12 months prior to HVP implementation or hire, training completion record must be available for review.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Parents As Teachers**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	<p>3.7 Participate in HVP meetings, workgroups, and trainings as directed by the CalWORKs HVP.</p> <p>3.8 Participate in webinars, meetings, technical assistance calls, and other related activities required by CDSS, DPSS and/or Public Health, as requested.</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>3.7 Training attendance records on file.</p> <p>3.8 Develop and maintain an attendance tracking system for these activities.</p>
<p>4. Agency will reach negotiated caseload capacity with DPSS and Public Health at any combination of service levels per full-time Parent Educator. Parent Educators are to maintain the caseload throughout the duration of the program and determined by PAT Essential Requirements.</p> <p>*Public Health is negotiating maximum caseload capacity for CalWORKs HVP PAT subcontracts to 20 families per Parent Educator based on PAT Evidence-Based Program Essential Requirements. Minimum caseload requirements may be impacted due to intensive levels of service and will be coordinated by Public Health with DPSS to meet model and funder requirements.</p>	<p>4.1 Provide services to CalWORKs HVP participants who are pregnant and/or parenting children who meet the eligibility requirements. Child age eligibility may be extended beyond passed legislation based on approved count plan on expanded population.</p> <p>4.2 Prepare an outreach plan utilizing CalWORKs HVP point of entries to program management, implement approved plan, and conduct continuous quality improvement process to ensure goals are being met.</p> <p>4.3 Engage in DPSS and Public Health-led outreach efforts (e.g., cold calling and pre-scheduled outreach events etc.) to recruit potential eligible CalWORKs participants, particularly if agency active caseload is below 70% of the negotiated caseload capacity and enroll a minimum of 50% CalWORKs eligible referrals generated from the DPSS Outreach Call List or DPSS regional and/or district outreach activities.</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>4.1 Maintain documentation of enrollment criteria in client chart.</p> <p>4.2 Outreach plan and improvements documentation on file.</p> <p>4.3 Report data in Outreach Outcomes Tracker as part of the Monthly Reports.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Parents As Teachers**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	<p>4.4 Submit DPSS HVP Public Assistance (PA) and/or GAIN (GN) tracking forms indicating referrals, enrollments, terminations, and/or changes in home visiting service status.</p> <p>4.5 Maintain a minimum of 70% of negotiated caseload capacity. Caseload will be reviewed monthly.</p> <p>If compliance standards are not met in a timely manner, PAT implementing agency will be put into a performance support plan to improve outcomes on caseload expectations.</p>	<p>Ongoing through June 30, 2026</p> <p>6th month after PAT Parent Educator's completion of PAT Model Training and monthly thereafter.</p>	<p>4.4 Complete GN forms and submit via Electronic File Transfer portals to DPSS GAIN Region Offices timely. Completed PA/GN forms are also to be submitted together with Monthly Reports.</p> <p>4.5 Monitor monthly caseload, including new enrollments, program graduation completions and other status changes (loss to follow, disenrollment, etc.)</p>
<p>5. Agency will ensure fidelity to the PAT program national model, as well as the program-required quality assurance.</p>	<p>5.1 Abide by PAT model requirements and must be implemented in accordance with the PAT model requirement.</p>	<p>Ongoing through June 30, 2026</p>	<p>5.1 Documentation that affiliate status with PAT National Office is active and available upon request.</p>
<p>6. Agency will conduct visits in-person in client's home or choice of location, with circumstantial exceptions. Virtual home visits are preferred alternates if in-person visits are not possible. Virtual visits can also supplement follow-up to in-person home visits.</p>	<p>6.1 Primary visits must be conducted in-person except for circumstances such as inclement weather, safety situations, client schedule conflicts, or acts of God, similar to the COVID-19 pandemic. When Telehealth and virtual home visits are necessary, these must be conducted on HIPAA-compliant video communication platforms, as approved by the U.S. Department of Health and Human Services (HHS): https://www.hhs.gov/hipaa/for-professionals/remote/index.html</p> <p>Home visitors should be trained in the technology to be used during the home visits, prior to conducting virtual home visits, as necessary.</p>	<p>Ongoing through June 30, 2026</p>	<p>6.1 Visit data must be entered into database and reported in Public Health monthly, quarterly, and annual reports.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Parents As Teachers**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
7. Agency will implement the home visiting program using agency’s policies and procedures, as well as other CalWORKs HVP applicable policies, procedures, and/or protocols.	<p>7.1 Conduct an annual review of the policies and procedures of PAT agency, as well as those implemented by CalWORKs HVP through DPSS and/or Public Health and recommend updates as needed.</p> <p>7.2 Collaborate with Public Health and DPSS to execute the DPSS mandated HVP client services consents forms via the use of the agency’s Service Consent and Participation Agreements.</p>	<p>Ongoing through June 30, 2026</p> <p>Within 3 months of HVP participation</p>	<p>7.1 Maintain copies of policies and procedures, and records when employees have acknowledged understanding and changes in such. These must be available on-site visit and upon request.</p> <p>7.2 Submit copies of the DPSS mandated Service Consent and Participation Agreement forms to Public Health and maintain records on files for review.</p>
8. Agency will collect client data in accordance with CDSS, DPSS, Public Health, and PAT requirements; and maintain current and accurate documentation.	<p>8.1 Develop client and child documentation process and procedure based on PAT model requirements and agency policies and procedures.</p> <p>8.2 Develop a chart audit process and coordinate with Public Health to conduct regular reviews/audits to ensure Continued Quality Improvement (CQI) and quality assurance in meeting data and documentation requirement.</p>	<p>Upon participant enrollment and ongoing thereafter</p> <p>Every 3-4 months</p>	<p>8.1 Maintain up-to-date chart documentation procedures</p> <p>8.2 Maintain chart documentation and audit process and results</p>
9. Agency will administer PAT model, DPSS, and Public Health required screening tools namely PHQ-9, GAD-7, PAPP, ASQ-3, and ASQ-SE2; make referrals and linkages, and perform follow-up to ensure successful linkages	<p>9.1 Parent Educators complete training for the screening tools.</p> <p>9.2 Parent Educators administer screening tools as indicated by PAT model and Public Health requirements.</p>	<p>Ongoing through June 30, 2026</p> <p>Ongoing through June 30, 2026</p>	<p>9.1 Training log or certificate of completion.</p> <p>9.2 Document records of screening assessments completed in database system or agency documentation charts. Provide reports as requested.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Parents As Teachers**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
	9.3 Utilize database and other agency-related data collection tools to track completion of the screening frequencies and results of eligible clients and their children. 9.4 Document referrals and linkages made for the following assessments: a. PHQ-9 b. GAD-7 c. PAPF d. ASQ-3 e. ASQ-SE2	Ongoing through June 30, 2026 Ongoing through June 30, 2026	9.3 Maintain documentation of screenings completed in data system and/or client charts. 9.4 Maintain records of referral and linkages made when screenings warrant further evaluation, intervention, and follow up.
10. Conduct a CQI process which is aligned with HVP goals.	10.1 Agency will develop and follow a CQI plan based on agency’s established policy and procedure plan. 10.2 Attend and communicate quality improvement activities with new or existing Community Advisory Board (CAB) in the geographical area where services are offered.	Within 6 months of HVP Implementation Follow established CAB meeting schedule	10.1 Maintain copy of CQI plan and document action steps taken to achieve program improvement on selected priority areas. 10.2 Maintain CAB meeting notes as a resource for program improvement.
11. Agency will use data to create monthly and/or quarterly reports, to inform and improve program activities.	11.1 Use HVP created reports, as available in the database for the purposes of data report, data cleaning, CQI, and program management.	Monthly	11.1 Agency will provide reports and document improvement plans.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Parents As Teachers**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
<p>12. Agency will ensure that data elements reflect outcome measures that are required by CalWORKs HVP and will submit monthly, quarterly and/or annual reports as required by Public Health and/or DPSS.</p>	<p>12.1 Use Public Health and DPSS identified tracking forms, screening assessment tools, and other processes defined in the model-issued data collection manual. DPSS HVP data tracking forms are called PA and GN forms.</p>	<p>Ongoing through June 30, 2026</p>	<p>12.1 Provide required monthly data and reports as specified in Data Element Requirement (Attachment C). Submit all DPSS HVP (PA and GN) tracking forms by set deadlines.</p>
	<p>12.2 Collect and enter data into the database system within 72 working hours. Staff will verify the accuracy and completeness of data input into the data system adhering to data cleaning requirement.</p>	<p>Ongoing through June 30, 2026</p>	<p>12.2 Data must be entered timely in database and made available for review.</p>
	<p>12.3 Agency will ensure data is collected and entered in the required HVP19 form/ Attachment A of the Agency’s Monthly Status Reports and will submit timely to CalWORKs HVP Program Management staff.</p>	<p>Monthly</p>	<p>12.3 Submit CalWORKs HVP Monthly Reports, including required attachments on data outcomes, referral, and training trackers on the 15th of every month for the prior month of service delivery.</p>
	<p>12.4 Use CalWORKs HVP-created templates and reports generated from the authorized database for the purposes of quarterly and annual data reporting.</p>	<p>Quarterly September 15th December 15th March 15th *May/June 15th *Dependent on contract end date **Annual TBD</p>	<p>12.4 Submit quarterly/annual reports on templates provided by Public Health.</p>
	<p>12.5 Collaborate with Public Health Data staff to ensure accuracy and timely reporting of data requirements.</p>	<p>Ongoing through June 30, 2026</p>	<p>12.5 Dates submit documented and on file.</p>

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Parents As Teachers**

SCOPE OF WORK

Performance Objectives	Performance Activities and Subtasks	Timeline	Deliverables
13. Adhere to the Performance-Based Criteria and Targets as outlined in Attachment D.	13.1 Agency will use the performance-based criteria to meet the corresponding performance targets. (See Attachment D) 13.2 Ensure timely collection of data from all subcontractors and timely submission to HVP Data Analyst.	Varies, depending on the criterion. Ongoing through June 30, 2026	13.1 Outcomes documented for performance targets as listed in Attachment D. 13.2 Submit all required data delivered to CalWORKs HVP staff by specified timelines.
14. DPSS <u>may</u> require special time studies for purposes of generating additional revenues and/or for distributing such revenues.	14.1 Agency will perform time studies as per DPSS requirement. Maintain employee time records and perform program time studies if required by the State and/or DPSS.	When required	14.1 Time studies must be available for review and/or submission.
15. Agency will participate in any follow-up recommendations or requirements set by CDSS and evaluators on the Statewide HVP evaluation report as part of CalWORKs HVP CQI efforts.	15.1 Agency will participate in the CQI workgroup convenings when county representatives and stakeholders are invited to participate at state and local levels. 15.2 Agency will encourage and promote with current and/or former CalWORKs HVP clients to participate in CQI Workgroup convenings, as requested.	Ongoing through June 30, 2026 Ongoing through June 30, 2026	15.1 Attendance/participation documentation on file. 15.2 Attendance/participation documentation on file.
16. Agency will provide additional descriptive and outcome indicators, as appropriate for the operation of CalWORKs HVP.	16.1 Collect, maintain, and protect personal information of individuals and families against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws.	When required	16.1 Provide data upon request to county, state, or other participating entities.
17 Agency will implement the Material Goods Allowance set forth for CalWORKs HVP based on CDSS-applicable All County Information Notices, All County Letters, and related state mandates.	17.1 Agency will utilize and adhere to the Public Health \$1,000.00 Material Goods protocol to guide the procurement, issuance, and tracking process, including use and submission of templates and reporting forms provided for such purposes.	Ongoing through June 30, 2026	17.1 Material Goods tracking forms, supervisory reviews, and needed verification and signatures for agency management approval must be kept in agency files and be made available for audit and monitoring.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health (MCAH)
Home Visiting Program
DPSS CalWORKs Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

ENROLLMENT ELIGIBILITY CRITERIA

To be eligible for home visiting services, a participant must meet one of the following:

1. Be a member of a CalWORKs assistance unit, pregnant and/or the parent or caretaker relative of a child/ren less than 36 months, includes CalWORKs child-case only.
2. If no other children, be a pregnant individual who has applied for CalWORKs and is apparently eligible for CalWORKs aid.
3. The enrollment time frame will be based on program model requirements or as agreed upon between DPSS and Public Health.

HVP SERVICE TO BE PROVIDED:

Per most recent approved County Plan for LAC from CDSS, home visiting services shall be offered to CalWORKs HVP eligible families for a period of up to 36 months or until the youngest enrolled child's third birthday, whichever is later. The services shall include but not limited to resources and referrals relating to the following:

1. Prenatal, infant, and toddler care education and support;
2. Infant and child nutrition;
3. Developmental screening and assessments;
4. Parent education, parent and child interaction, child development, and childcare;
5. Job readiness and barrier removal;
6. Domestic violence/sexual assault, mental health, substance abuse treatment referrals if needed, and
7. Encouragement to enroll participant's child in a high-quality, early learning setting, or participate in playgroups, or other child enrichment activities, as appropriate.

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health (MCAH)
Home Visiting Program
DPSS CalWORKs Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

Home Visiting Program Required Training List

✓	Training	Program Manager	Supervisor	Home Visitor	Administrative Staff
Required Before Starting to See Clients					
	DPSS HVP Overview and Orientation * (CalWORKs GAIN Benefits, HVP Forms and data tracking)	X	X	X	Optional
	National Model & Curriculum Training (<i>Stop-Gap may be used; follow PAT guidelines</i>)	X	X	X	Optional
	PAT Family Resilience and Opportunities for Growth (FROG) Scale Core Training (<i>Stop-Gap may be used; follow PAT guidelines</i>)	N/A	N/A	X	N/A
	HIPAA Training * (CDSS Standard Four Option)	X	X	X	X
	Child Abuse and Mandatory Reporting	X	X	X	Optional
	Maternal Depression and PHQ-9	Encouraged	X	X	Optional
	GAD-7	Encouraged	X	X	Optional
Required before Administering the Tool					
	Using the ASQ-3 to Communicate about Child Development ^b	Encouraged	X	X	Optional
	ASQ-SE2	Encouraged		X	Optional
	PAPF	Encouraged	X	X	Optional
Within 3 Months of Hire					
	Public Health HVP Data Requirements and Reports Training for new Directors/Managers, Data Analysts, etc.	X	X	Optional	Optional
	California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) *	Encouraged	X	X	Optional
	Reflective Practice * (CDSS Standard One)	X	X	X	Optional

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health (MCAH)
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

✓	Training	Program Manager	Supervisor	Home Visitor	Administrative Staff
	Cultural Competency & Humility * (CDSS Standard Two and an Option for Standard Four)	X	X	X	Optional
	Trauma-Informed Care * (CDSS Standard Three)	X	X	X	Optional
	Home Visitor Safety/Field Safety and Self-Defense	X	X	X	Encouraged
Within 6 Months of Hire					
	HFA Family Resilience and Opportunities for Growth (FROG) Scale Supervisor Core Training (Supervisors must complete if supervising staff who use the tool.)	Optional	X	N/A	N/A
	Other DPSS Programs Review Trainings (completion time frame could vary)	Encouraged	X	X	Optional
	Motivational Interviewing & Follow-up	Encouraged	X	X	Encouraged
	Empathetic and Parent and Child Communication	X	X	X	Optional
	Brain Development and Early Infant Development	X	X	X	Optional
	Bonding and Attachment	X	X	X	Optional
	Family Planning	Encouraged	X	X	Optional
	Family Violence	X	X	X	Optional

**DPSS HVP or CDSS required trainings ** Other DPSS Programs Review Trainings completions time frame could vary dependent upon training availability.*

In cases where needed trainings are not available through Los Angeles Best Babies Network (LABBN) or the model's National Office, Contractors are permitted to engage consultants to fulfill the training requirements specified by the respective home visitation model. Contractor should work with their Program Manager and LABBN for guidance on available trainings from outside entities.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health (MCAH)
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

Additional CalWORKs HVP PAT Trainings Based on LABBN Standardized Training for Los Angeles County Home Visiting Programs	
<p>Coordinated Home Visiting Cohort Training</p> <p><i>(Timing of taking these LABBN trainings should align with the PAT model training schedule to ensure that home visiting staff have the knowledge and skills to administer screening assessments, frequencies, and providing needed interventions, services, and/or linkages.)</i></p>	<ul style="list-style-type: none"> • Compassion Fatigue • Grief and Loss • Life Skills Progression • Motivational Interviewing and Follow-up • Parent and Child Empathetic Communication • Shifting the Paradigm • Brain Development and Early Infant Development • Bonding and Attachment • Family Planning 1 and 2 • Health Coverage • Milestones and Development: Expectations for Birth to 12 months • Cultural Competency and Humility • Family Violence • Preventive Care: Prenatal and Postpartum Care • Ongoing Postpartum and Newborn Care • Healthy Homes and Infant Toddler Safety • Childbirth Education Day 1 and 2 • Motivating and Supporting Families to Breast/Chestfeed • Fatherhood Engagement
<p>Continuing Education</p>	<ul style="list-style-type: none"> • Home Visiting Peer to Peer Workshops • Home Visiting Regional Workshop • Quarterly Webinar Continuing Education • Home Visiting Program Manager/Supervisor Monthly Meetings • Home Visiting Program Manager and Outreach Peer to Per Meeting • Reflective Practice Group Participation • Manger/Supervisor Reflective Supervision Coaching • Annual Summit
<p>Database Training</p>	<ul style="list-style-type: none"> • Stronger Family Database Training • Tableau Training

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health (MCAH)
Home Visiting Program
DPSS CalWORKs Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

DATA ELEMENT REQUIREMENT	
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS
<p>Maternal elements: DOB or age, race, ethnicity, primary language, sexual orientation, disability, gender assigned at birth, gender identity, number of prior pregnancies, residential ZIP code, prenatal care, engage in child-parent interaction activities, job readiness and employment status, history with intimate partner violence, substance abuse, mental health</p>	<p>Maternal elements: depression and anxiety screening, referral, and linkage to identify resources; completion of postpartum visit; educational attainment; employment status</p>
<p>Child elements: DOB, full or pre-term birth, live birth, birth weight, regular well-child check-ups, health and developmental factors, developmental needs, linkage to developmental services, receiving early learning services, child welfare</p>	<p>Child elements: well-child examinations/visits; child developmental screening, referral, and linkage; child abuse report; childcare; early childhood education</p>
<p>Service delivery elements: First successful completed home visit, enrollments, duration of families' participation in home visiting program, number of home visits, number of program completions, termination date (early and scheduled), reason for early termination,</p>	<p>Parenting capacity: protective factors, involvement in child-parent activities Referral to identify resources and access to identify resources: referral outcomes Self-sufficiency: educational or trainings attainment, workforce training, employment, financial stability</p>

**County of Los Angeles – Department of Public Health
Division of Maternal, Child and Adolescent Health (MCAH)
Home Visiting Program
DPSS CalWORKs Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORTING	PERFORMANCE TARGETS
1. Demographic data such as race, ethnicity, national origin, and primary and secondary language are collected for all children and program participants enrolled in CalWORKs HVP.	De-identified individual or aggregated summary via quarterly reports and/or upon request. This is collected at enrollment and reported upon request.	Data on CalWORKs HVP participants' race, ethnicity, national origin, and primary and secondary language are collected 100% at enrollment.
2. Rates of children receiving regular well-child check-ups.	De-identified individual or aggregated summary via quarterly reports and/or upon request. Collect the number of unduplicated children who have received their age-appropriate well-child check-ups and the total number of children who should be receiving their age-appropriate well-child check-ups, at every home visit.	80% of children scheduled will receive their well-child check-ups on schedule.
3. Rates of children receiving immunizations, accordingly to the American Academy of Pediatrics (AAP) Bright Future guidelines, if available.	If available, collect the number of unduplicated children who have received their immunizations according to AAP Bright Future guidelines. Include total number of children who were scheduled to receive age-appropriate immunizations. To be reported upon request.	80% of children will receive their age-appropriate scheduled immunizations.
4. Implement developmental screenings (ASQ-3 and ASQ-SE 2). a. Rates of children receiving a developmental screening. b. Rates of children showing a score below the developmental threshold for age. c. Rates of children who meet developmental threshold for age. d. First time referrals for further developmental assessment for children showing a score below the developmental threshold	De-identified individual or aggregated summary via monthly report. a. unduplicated number of children receiving developmental screening b. unduplicated number of children who score below the developmental threshold for age (see HVP19 B.19a). c. unduplicated number of children who meet the define developmental threshold for age (see HVP19 B.19b). d. total number of client's receiving a first-time referral for developmental assessment and/or services (see HVP19 C.25).	90% of children will receive developmental screening. 80% of children below developmental threshold for ages will receive referrals for developmental assessment/services.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health (MCAH)
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORTING	PERFORMANCE TARGETS
	Track any client refusal(s) to linkage.	
5. Rates of participation in early learning programs and other child interaction activities. a. Children receiving or participating in early learning activities b. Child/Parent/Caregiver participating in child interaction activities	De-identified individual or aggregated summary via quarterly reports and/or upon request. a. unduplicated number of children receiving early learning services b. unduplicated number of children/parent/caretakers participating in a child interaction activity.	Report the number of children receiving early learning services and/or child-parent/caregiver participating in child interaction activities. 50% of children will participate/receive early learning, or parent and child interaction activity.
6. Service referrals by type.	De-identified individual or aggregated summary via monthly reports of referrals made. Collect the number of clients receiving a first referral according to referral type. See HVP 19 C.26 (a through n) for referral categories.	Report all unduplicated number of first-time referrals received by clients.
7. Service accessed (linkage) by type.	De-identified individual or aggregated summary via monthly reports of referral outcomes. Collect the number of clients who received a service after an HVP referral. Report clients by service type received. See HVP19 C.27 (a through n) for referral categories.	Report all the number of clients receiving service after a home visitor referral.
8. Number of home visits completed.	De-identified individual or aggregated summary via monthly reports. Collect number of home visits completed. See HVP19 B.14.	Report total number of home visits completed for all clients.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health (MCAH)
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
 Parents As Teachers (PAT)**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORTING	PERFORMANCE TARGETS
9. Duration of families' enrollment in home visiting program. Data to be collected only once a client exits the HVP program.	De-identified individual or aggregated summary via monthly reports. Collect number of months clients were enrolled in home visitation. Report the number of clients who were enrolled by time range. See HVP19 B.24 for time ranges.	Report the number of clients who exited the program, and the time range they were enrolled in home visitation.
10. Parental satisfaction with their gains in parenting skills and knowledge via PAPP tool.	De-identified individual or aggregated summary via quarterly reports and/or upon request. Collect number of PAPP assessments completed.	Report upon request parental satisfaction with their gains in parenting skills and knowledge.
11. Food and housing stability (referrals and linkage outcomes).	De-identified individual and aggregated summary via monthly reports. Assess all clients for food and housing stability. a. Collect unduplicated number of clients receiving first time referral made by home visitor to food (see HVP 19 C.26b) or housing services (see HVP19 C26e). b. Collect unduplicated number of clients receiving food or housing services after a home visitor referral. See HVP19 C.26b and C.27e.	a. The total number of referrals for food and housing stability. b. The total number of clients receiving services for food or housing services as a result of an HVP referral.
12. Workforce training, employment, and financial stability.	De-identified individual and aggregated summary via monthly reports. Collect the employment status of clients in HVP via a database system and/or DPSS LRS system. a. unduplicated number of clients receiving a first-time referral to academic, instructional or workforce services (includes college education, adult education, occupational programs). See HVP19 C.26a.	80% of unduplicated clients will receive first time referrals to academic or instructional, and workforce readiness services. 50% of unduplicated clients will receive access to academic or instructional, and workforce readiness services on referrals made.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health (MCAH)
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORTING	PERFORMANCE TARGETS
	b. unduplicated number of clients receiving academic services (includes employment training and financial education) training. See HVP 19 C.26m. c. unduplicated number of clients who received or were linked to instructional services. See HVP 19 C.27a. d. unduplicated number of clients who received workforce readiness services. See HVP 19 C.27m.	
13. Access to immigration services and remedies.	De-identified individual and aggregated summary via monthly reports. a. The unduplicated number of clients receiving a first-time referral to immigration services or remedies. See HVP19 C.26f. b. The unduplicated number of clients who received or were linked to immigration services or remedies. See HVP19 C.27f.	80% of unduplicated clients in need of services will receive first time referral to immigration services or remedies services 30% of unduplicated clients will receive access to immigration services or remedies services
14. Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce	Staff roster and/or other tracker (e.g., agency’s monthly report attachment b/training tracker) containing workforce capacity, bilingual capabilities, training completions and future trainings needs.	Agency should hire home visiting program workforce that is representative of the home visiting client demographics. Report staffing including workforce capacity, workforce demographics, including employer and certification status, training completions and future trainings.
15. Child welfare referrals and outcomes	Collect child welfare referrals (e.g. referrals to child protective services) and the outcomes of the referrals. Internal Agency tracking or available database system. To be tracked and reported upon request.	Report ongoing referrals and outcomes of child welfare referrals.

**County of Los Angeles – Department of Public Health
 Division of Maternal, Child and Adolescent Health (MCAH)
 Home Visiting Program
 DPSS CalWORKs Home Visiting Program
Parents As Teachers (PAT)**

SCOPE OF WORK

PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS		
PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION & REPORTING	PERFORMANCE TARGETS
16. Additional descriptive and outcome indicators, as appropriate for operation or evaluation of HVP.	Collect, maintain, and protect personal information of individuals and families against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws. a. Inform clients of statewide HVP evaluation. b. Share identifiable client data, as requested for the purpose of meeting requirement of the HVP evaluation	Provide data upon request to county, state, or other participating entities. a. Informed clients of statewide evaluation and establish data sharing agreements with clients at point of enrollment and/or as required. b. Provide data required for the purpose of HVP evaluation, as requested.
17. Language parity between staff and clients	Staff Roster with language capacity	Hire multi-lingual language staff, proportion to the percentage of multi-lingual clients served, when available.
18. Client Retention to Program Completion	Annual Aggregate Summary	Example: 60% of enrolled clients will complete HVP or until funding ends
19. Required client-to-home visitor ratio not to exceed 25:1	Staff Roster with client capacity	100% compliance with caseload requirements outlined in the contract with considerations aligned to the national model standards.
20. Agency will provide model specific trainings to all their home visitors	Sign-in sheet or certificate of training completion	100% of home visitors will receive the PAT program specific trainings (refer to section 9.0 Trainings)
21. Agency will obtain clients' satisfaction via tools and/or platforms developed by CDSS and/or DPSS. Input would address effectiveness, satisfaction, and knowledge gained by the services and supports delivered.	Public Health will provide procedural guidance on methods and/or tools to be administer for the purpose of gathering participant satisfaction and program's effectiveness, if applicable. To be administered, collected, and reported upon request.	80% or more of the recipients will complete a program survey 80% of the completed surveys will have a minimum rating of "satisfied" for the services received

LINE ITEM BUDGET
SUMMARY

Exhibit C-1
(REVISED)

Contractor Name:

Home Visitation Model

HFA or PAT Home Visiting Program

Period of Performance:

July 1, 2024 - June 30, 2025

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	
Employee Benefits	
Travel	
Supplies	
Material Goods <i>(This budget line item is for the DPSS-funded HFA and PAT programs only)</i>	
Consultant/Contractual	
Other	
Indirect Costs*	
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	

*Indirect costs must not exceed 15% of total direct costs for DPSS CalWORKs HVP, 10% of total direct costs for CDPH CHVP, and 15% of total direct costs for DCFS FFPSA SBG LS.

LINE ITEM BUDGET
SUMMARY

Contractor Name:
Home Visitation Model: **HFA or PAT Home Visiting Program**
Period of Performance: **July 1, 2025 - June 30, 2026**

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	
Employee Benefits	
Travel	
Supplies	
Material Goods <i>(This budget line item is for the DPSS-funded HFA and PAT programs only)</i>	
Consultant/Contractual	
Other	
Indirect Costs*	
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	

*Indirect costs must not exceed 15% of total direct costs for DPSS CalWORKs HVP, 10% of total direct costs for CDPH CHVP, and 15% of total direct costs for DCFS FFPSA SBG LS.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)**

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

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

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

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

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

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

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its

employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and

the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report,

Business Associate shall provide such information promptly thereafter as such information becomes available.

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

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

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH

INFORMATION

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

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

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

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected

Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. INDEMNIFICATION

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

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

15. OBLIGATIONS OF A COVERED ENTITY

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

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under

Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

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

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON
TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health

Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health

Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)



Recipient Information (i)

Federal Award Information (www.usaspending.gov)

1. Recipient Name

2. Vendor Customer Code (VCC)

3. Employer Identification Number (EIN)

4. Recipient's Unique Entity Identifier (ii)
Data Universal Numbering System (DUNS)
(www.SAM.gov)

5. Award Project Title

6. Project Director or Principal Investigator
Name:
Title:
Address:

E-mail:

7. Authorized Official
Name:
Title:
Address:

E-mail:

10. Federal Award Number (1)

11. Federal Award Date (iv)

12. Unique Federal Award Identification Number (FAIN) (iii)

13. Name of Federal Awarding Agency (xi)

14. Federal Award Project Title (x)

15. Assistance Listing Number (xii)

16. Assistance Listing Program Title (xii)

17. Is this Award R&D? (xiii)

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

County Department Information (xi)

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

E-mail:

9. Program Official Contact Information
Name:
Title:
Address:

E-mail:

27. Authorized Treatment of Program Income

28. County Program Officer Signature

Name: _____
Title: _____ Signature/Date _____

29. Remarks

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	Approval to execute a new contract with City Fabrick for the Los Angeles County Pedestrian Plans for Unincorporated Communities (ATP 6) for a 36-month term effective upon execution, and delegate authority to extend up to two additional one-year periods.	
PROGRAM	CHRONIC DISEASE AND INJURY PREVENTION SERVICES (CDIP)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$397,000	Funding source: California Department of Transportation (Caltrans) Active Transportation Program (ATP) funds.
	TERMS (if applicable): 36 month-term effective upon date of execution	
	Explanation: Maximum amount available is \$425,000	
PURPOSE OF REQUEST	<p>Public Health is requesting approval to execute a new contract with City Fabrick to provide pedestrian planning services in five communities: 1) West Puente Valley/Valinda/South San Jose Hills; 2) Alondra Park; 3) Del Aire; 4) Rancho Dominguez; and 5) West Carson.</p> <p>Public Health is also requesting delegated authority to execute future amendments to extend, rollover unspent funds, increase or decrease funding up to 10% above or below the annual base maximum obligation, update the Statement of Work and/or Activity Reimbursement Plan as a result of such increase or decrease in funding, and/or correct errors to the contract's terms and conditions, as necessary. In addition, Public Health is requesting delegated authority to execute change notices that authorized budget modifications with corresponding service adjustment and suspend or terminate contract with written notice.</p>	
BACKGROUND (include internal/external issues that may exist including any related motions)	In February of 2017, the Los Angeles County Board of Supervisors (Board) directed County departments to work together to develop a Vision Zero initiative focused on eliminating fatal and severe injury traffic collisions. This effort includes identifying Collision Concentration Corridors, any half-mile roadway segment that contained three or more fatal or severe injury collisions between January 1, 2013, and December 31, 2017.	

	<p>The pedestrian plans resulting from these services will be presented for adoption by the Board of Supervisors and incorporated into the County's General Plan as new chapters in "Step by Step Los Angeles County: Pedestrian Plans for Unincorporated Communities" (Step by Step), an existing sub-element of the Mobility Element adopted in 2019.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:</p> <p>Sustainability and Environmental Justice: Execution of this contract aims to increase prevention efforts to avoid and reduce traffic fatalities and severe injuries of Los Angeles County (LAC) residents due to collision and traffic-related causes, especially in the identified high-collision disadvantaged communities in LAC. Vision Zero initiative focuses on eliminating fatal and severe injury traffic collisions, and encourages the use of active transportation, to meet goals of enhancing public health and increasing active transportation opportunities for LAC residents to increase physical activity and improve overall wellness via increased safe pedestrian activity.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871, jbobrowsky@ph.lacounty.gov</p> <p>Tony Kuo, M.D., M.S.H.S. Director CDIP, (213) 351-7341, tkuo@ph.lacounty.gov</p> <p>Emily Issa (213) 974-1827, Senior Deputy County Counsel, eissa@counsel.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

June 4, 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 A NEW CONTRACT WITH CITY FABRICK FOR THE LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES (ATP 6) PROJECT (FIRST AND SECOND SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute a new contract with City Fabrick for the Los Angeles County Pedestrian Plans for Unincorporated Communities (ATP 6) for a 36-month term effective upon execution, and delegated authority to extend up to two additional one-year periods.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a new contract, substantially similar to Exhibit I, with City Fabrick, selected under a competitive solicitation process for the Los Angeles County Pedestrian Plans for Unincorporated Communities (ATP 6) Project, for a 36-month term effective upon execution, in the total amount of \$397,000, 100 percent funded by California Department of Transportation (Caltrans) Active Transportation Program (ATP) funds.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contract that extend the term up to two additional one-year periods 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 by 10% above or below the annual base maximum obligation, and update the Statement of Work and/or Activity Reimbursement Plan as a result of such increase or decrease in funding, effective upon execution; 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 contract that authorize modifications to the Activity Reimbursement Plan and corresponding modifications to the Statement 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 the contract upon issuing a written notice to the contractor if the contractor fails to fully comply with contractual requirements, and to terminate the contract for convenience by providing a 30-calendar day advance written notice to the contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Recommendation 1 will enable Public Health to execute a contract with City Fabrick, for the Los Angeles County Pedestrian Plans for Unincorporated Communities (ATP 6) Project, to provide pedestrian planning services in five communities of: 1) West Puente Valley/Valinda/South San Jose Hills; 2) Alondra Park; 3) Del Aire; 4) Rancho Dominguez; and 5) West Carson, 100 percent funded by Caltrans ATP.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contract to extend the term; rollover unspent funds; increase or decrease funding up to 10% above or below the annual base maximum obligation; update the Statement of Work and/or Activity Reimbursement Plan; 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 contract that authorize modifications to the Activity Reimbursement Plan with corresponding modifications to the Statement of Work that are within the same scope of services, as necessary; and changes to hours of operation and/or service locations.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate the contract if the contractor fails to perform and/or fully comply with

contractual requirements, and to terminate the contract for convenience by providing 30-calendar days' advance written notice to the contractor.

Implementation of Strategic Plan Goals

The recommended actions support North Star 2, Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause drive, or can help mitigate unlawful activity and crime, and supports law enforcement accountability and transparency, of the County Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the contract is \$397,000 for a 36-month term effective upon date of execution, 100 percent funded by Caltrans ATP funds.

There is no net County cost associated with this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In February of 2017 the Los Angeles County Board of Supervisors (Board) directed County departments to work together to develop a Vision Zero initiative focused on eliminating fatal and severe injury traffic collisions. This effort includes identifying Collision Concentration Corridors, any half-mile roadway segment that contained three or more fatal or severe injury collisions between January 1, 2013, and December 31, 2017. Of these, eight of the top 20 corridors with the highest concentrations of such collisions are found within the project area. These five aforementioned communities were selected based on need, as well as potential for impact along Vision Zero Collision Concentration Corridors, the County's high-injury network.

The pedestrian plans resulting from these services will be presented for adoption by the Board and incorporated into the County's General Plan as new chapters in "Step by Step Los Angeles County: Pedestrian Plans for Unincorporated Communities" (Step by Step), an existing sub-element of the Mobility Element adopted in 2019.

Exhibit I is the contract template reviewed and approved by County Counsel. Attachment A is the contracting opportunity announcement that was posted on the County of Los Angeles website.

CONTRACTING PROCESS

On March 21, 2024, Public Health released Invitation for Bids (IFB) Number 2024-005 to solicit bids from qualified agencies for the Los Angeles County Pedestrian Plans for

The Honorable Board of Supervisors

June 4, 2024

Page 4

Unincorporated Communities (ATP 6) Project. Responses to the IFB were due to Public Health on April 18, 2024.

The contracting opportunity announcement was posted on the County of Los Angeles website (Attachment A) and Public Health's Contracts and Grants website and sent by electronic mail to 354 agencies listed on Public Health's internal list of agencies that provide pedestrian planning services.

Public Health received three bids by the submission deadline. The bids 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 IFB solicitation process. As a result of this process, Public Health is recommending a contract for City Fabrick.

On May 9, 2024, notification of the IFB results was sent to the recommended City Fabrick. Public Health has obtained a Letter of Intent from City Fabrick. Attachment B is the Community Business Enterprise Program Information Summary as reported by City Fabrick. City Fabrick was selected for an 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 increase prevention efforts to avoid traffic fatalities and severe injuries of Los Angeles County residents due to collision and traffic-related causes.

Respectfully submitted,

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

BF:gs
#07470

Enclosures

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



CONTRACTING OPPORTUNITY *

BID NUMBER: 2024-005

**BID TITLE: Invitation for Bids for Los Angeles County
Pedestrian Plans for Unincorporated Communities
(ATP 6)**

RELEASE/OPEN DATE: March 21, 2024

CLOSING/DUE DATE: April 18, 2024

***Visit websites indicated below for additional information and updates**

The County of Los Angeles (County) Department of Public Health is pleased to announce the release of an Invitation of Bids (IFB) to seek a qualified organization to **provide pedestrian planning services in five selected unincorporated areas, including: 1) West Puente Valley/Valinda/South San Jose Hills; 2) Alondra Park; 3) Del Aire; 4) Rancho Dominguez; and 5) West Carson. The communities were selected based on need as well as potential for impact.**

MINIMUM MANDATORY REQUIREMENTS

Interested vendors must meet the following Minimum Mandatory Requirements to apply:

1. Three years' experience within the last five years developing active transportation plans (bicycle/pedestrian master plans, Safe Routes to School, etc.) for public agencies in California.
2. Completion of at least three active transportation plans containing pedestrian infrastructure and program components (e.g., lists of recommended pedestrian infrastructure improvements and programs) for public agencies in California within the past five years.
3. At least one principal with a minimum of five years' experience within the last 10 years managing and developing active transportation or Vision Zero plans for jurisdictions in California.
4. An office location in Los Angeles County.
5. Must not be a County Contractor with unresolved disallowed costs. (County will verify that Vendor does not have unresolved disallowed costs)

Please click the Public Health link below to review Section 3.0, Minimum Mandatory Requirements, for additional information.

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>

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE																												
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.																												
Total Number of Employees in California:	16																												
Total Number of Employees (including owners):	16																												
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:																													
Race/Ethnic Composition	<table border="1"> <thead> <tr> <th>Owners/Partners/Associate Partners</th> <th>Male</th> <th>Female</th> <th>Percentage of how ownership of the firm is distributed</th> </tr> </thead> <tbody> <tr> <td>Black/African American</td> <td>14.30%</td> <td></td> <td>14.30%</td> </tr> <tr> <td>Hispanic/Latino</td> <td></td> <td>28.60%</td> <td>28.60%</td> </tr> <tr> <td>Asian or Pacific Islander</td> <td></td> <td>14.30%</td> <td>14.30%</td> </tr> <tr> <td>American Indian</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Filipino</td> <td></td> <td></td> <td></td> </tr> <tr> <td>White</td> <td>28.60%</td> <td>14.30%</td> <td>28.60%</td> </tr> </tbody> </table>	Owners/Partners/Associate Partners	Male	Female	Percentage of how ownership of the firm is distributed	Black/African American	14.30%		14.30%	Hispanic/Latino		28.60%	28.60%	Asian or Pacific Islander		14.30%	14.30%	American Indian				Filipino				White	28.60%	14.30%	28.60%
Owners/Partners/Associate Partners	Male	Female	Percentage of how ownership of the firm is distributed																										
Black/African American	14.30%		14.30%																										
Hispanic/Latino		28.60%	28.60%																										
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American Indian																													
Filipino																													
White	28.60%	14.30%	28.60%																										

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	<p>If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.</p> <p><input checked="" type="checkbox"/> Check if not applicable</p>
Agency Name	Minority
	Women
	Disadvantaged
	Disabled Veteran
	LGBTQQ

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CITY FABRICK

FOR

**LOS ANGELES COUNTY PEDESTRIAN PLANS FOR
UNINCORPORATED COMMUNITIES (ATP 6)**

**DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR
UNINCORPORATED COMMUNITIES (ATP 6) CONTRACT**

Paragraph	TABLE OF CONTENTS	Page
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CONTRACT BODY

Table of Contents

1.	APPLICABLE DOCUMENTS:.....	- 2 -
2.	DEFINITIONS:	- 3 -
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:	- 12 -
9.	CONFIDENTIALITY:	- 14 -
10.	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST:	- 15 -
11.	INDEMNIFICATION:	- 16 -
12.	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:.....	- 17 -
13.	INSURANCE COVERAGE REQUIREMENTS:.....	- 23 -
14.	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:	- 24 -
15.	PUBLICITY:	- 26 -
16.	RECORD RETENTION AND AUDITS:	- 26 -
17.	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:	- 34 -
18A.	CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE:.....	- 34 -
18E.	MOST FAVORED PUBLIC ENTITY:	- 35 -
18F.	LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM:	- 35 -
18G.	SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:	- 36 -
18H.	DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM:	- 38 -
18K.	LIQUIDATED DAMAGES:.....	- 39 -

18L. DATA DESTRUCTION:	- 41 -
19. CONFLICT OF TERMS:.....	- 42 -
20. CONTRACTOR'S OFFICES:	- 42 -
21. NOTICES:.....	- 43 -
22. ADMINISTRATION OF CONTRACT:	- 44 -
23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:	- 45 -
24. AUTHORIZATION WARRANTY:.....	- 46 -
25. BUDGET REDUCTION:.....	- 47 -
26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:.....	- 47 -
27. INTENTIONALLY OMITTED	- 48 -
28. COMPLIANCE WITH APPLICABLE LAW:.....	- 48 -
29. COMPLIANCE WITH CIVIL RIGHTS LAW:	- 49 -
30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:	- 50 -
31. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING: ..	- 52 -
32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:.....	- 52 -
33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:.....	- 53 -
34. CONFLICT OF INTEREST:.....	- 53 -
35. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:.....	- 54 -
36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:.....	- 55 -
37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:	- 58 -
38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:.....	- 58 -
39. COUNTY'S QUALITY ASSURANCE PLAN:.....	- 59 -
40. - INTENTIONALLY DELETED:	- 59 -
41. RULES AND REGULATIONS:.....	- 59 -
42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:	- 60 -
43. EMPLOYMENT ELIGIBILITY VERIFICATION:.....	- 60 -
44. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER: - 61 -	
45. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:	- 62 -
46. FAIR LABOR STANDARDS:.....	- 62 -
47. FISCAL DISCLOSURE:	- 63 -
48. FORCE MAJEURE:.....	- 63 -
49. GOVERNING LAW, JURISDICTION, AND VENUE:	- 64 -

50. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): - 64 -

51. INDEPENDENT CONTRACTOR STATUS:..... - 65 -

52. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: - 66 -

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION:..... - 67 -

54. NON-EXCLUSIVITY:..... - 69 -

55. NOTICE OF DELAYS:..... - 69 -

56. NOTICE OF DISPUTES: - 69 -

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: - 70 -

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:..... - 70 -

59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: - 70 -

60. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: - 71 -

-

61. PUBLIC RECORDS ACT:..... - 71 -

62. PURCHASES:..... - 72 -

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE: - 74 -

64. REPORTS: - 76 -

65. RECYCLED CONTENT BOND PAPER: - 76 -

66. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S): - 77 -

67. STAFFING AND TRAINING/STAFF DEVELOPMENT: - 77 -

68. SUBCONTRACTING: - 78 -

69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: - 81 -

70. TERMINATION FOR CONVENIENCE: - 82 -

71. TERMINATION FOR DEFAULT: - 83 -

72. TERMINATION FOR IMPROPER CONSIDERATION: - 85 -

73. TERMINATION FOR INSOLVENCY: - 86 -

74. TERMINATION FOR NON-APPROPRIATION OF FUNDS: - 86 -

75. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:..... - 87 -

76. TIME OFF FOR VOTING:..... - 87 -

77. VALIDITY:..... - 87 -

78. WAIVER:..... - 87 -

79. WARRANTY AGAINST CONTINGENT FEES: - 88 -

80. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: - 88 -

81. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM: - 89 -
82. INJURY AND ILLNESS PREVENTION PROGRAM: - 89 -

STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Activity Reimbursement Plan
- Exhibit C – Intentionally Omitted
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Intentionally Omitted
- Exhibit G – Safely Surrendered Baby Law

UNIQUE EXHIBITS

- Exhibit H – Charitable Contributions Certification

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED
COMMUNITIES (ATP 6) CONTRACT**

THIS CONTRACT "Contract" is made and entered into on [Click to enter date](#),

by and between COUNTY OF LOS ANGELES (hereafter
"County")
and CITY FABRICK (hereafter "Contractor").

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

WHEREAS, on June 4, 2024, the Board delegated authority for the County's Director of the Department of Public Health (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for active transportation planning services for unincorporated communities in Los Angeles County, including finalizing new plans for Los Angeles County Five Community Pedestrian Plans Project, to preserve and protect the public's health; and

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

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

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide Los Angeles County Pedestrian Plans for Unincorporated Communities (ATP 6) for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County has been allocated funds from California Department of Transportation Active Transportation Program, of which a portion has been designated to this Contract.

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, D, E, G, and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency 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 – Activity Reimbursement Plan

- Exhibit C – Intentionally Omitted
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Intentionally Omitted
- Exhibit G – Safely Surrendered Baby Law

Unique Exhibits

Exhibit H – Charitable Contributions Certification

2. DEFINITIONS:

A. Board of Supervisors (Board): The Board of Supervisors of the County acting as governing body.

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

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

D. Contractor’s Project Manager: The person designated by Contractor to administer the Contract operations under this Contract.

E. County’s Project Manager: Person designated by County’s Project Director to manage the operations under this Contract.

F. County’s Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

G. County's Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

H. County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the following website

<https://lacounty.gov/government/about-la-county/about/>.

I. Day(s): Calendar day(s) unless otherwise specified.

J. Department: The County of Los Angeles Department of Public Health, which is entering into this Contract on behalf of the County of Los Angeles.

K. Director: Director of Department of Public Health, or designee.

L. Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.

M. Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

N. Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

O. Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in

furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3. DESCRIPTION OF SERVICES:

A. Contractor will provide services in the manner described in Exhibit A (Statement of Work) and Exhibit B (Activity Reimbursement Plan).

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

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

4. TERM OF CONTRACT:

This Contract is effective date of execution through Month xx, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify the Department's Division of Chronic Disease and Injury Prevention (DCDIP) when this Contract is within six months from the expiration of the term as provided for above. Upon occurrence of this event, Contractor must send written notification to DCDIP at the address herein provided under the NOTICES paragraph.

5. MAXIMUM OBLIGATION OF COUNTY:

A. The maximum obligation of County for all services provided hereunder will not exceed three hundred ninety-seven thousand dollars

(\$397,000) according to the price schedules listed in Exhibit B, attached hereto and incorporated herein by reference.

B. 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.

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

D. No Payment for Services Provided Following Expiration/ Termination of Contract: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract will not

constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or Exhibit B.

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 to County within 30 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.

D. While payments will be made in accordance with the fee-for-service amounts listed in the Activity Reimbursement Plan attached hereto. Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the Activity Reimbursement Plan, Contractor will be reimbursed only for the actual costs. In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

Regardless of the amount of costs incurred by Contractor, in no event will the County pay or is obligated to pay Contractor more than the fees for the units of service provided up to the Contract maximum obligation.

E. Invoices must be submitted directly to DCDIP at the address provided under Paragraph 21, NOTICES.

F. For each period, or portion thereof, that this Contract is in effect, Contractor must provide an annual cost report within 30 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 term, the cost report must be for that Contract period which ends on the termination date. The report must be submitted within 30 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.

G. Upon expiration or prior termination of this Contract, Contractor must submit, within 30 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).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 Days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County, is in material breach of this Contract or has failed to fulfill its obligations under this Contract, until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

I. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least 60 Days at any point during the term of this Contract.

J. Preference Program Enterprises – Prompt Payment Program:

Certified Prompt Payment Enterprises (PPE) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the Board, County may: 1) increase or decrease funding by 10% above or below the annual base maximum obligation; 2) reallocate funds for activities listed in the Activity Reimbursement Plan; and 3) make modifications to the Statement of Work or the Activity Reimbursement Plan. 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, to the extent allowed by the funding source and as authorized by the Board. Adjustments and reallocations of funds in excess of the aforementioned amount require separate approval by Board. Any change to the County maximum obligation or Activity Reimbursement Plan must be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph.

B. County and Contractor must review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least 15 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 all Exhibits or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and will constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees, or agents, will be valid or 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 Board, 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 this Contract during its term 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 Board, Chief Executive Officer, or State or federal entity, law, or regulation. To implement such changes, an amendment to this Contract will be prepared by Director and executed by Contractor and Director, as authorized by the Board.

C. Notwithstanding Paragraph 8.A., in instances where the Board 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, an increase or decrease in funding up to 10% above or below the annual base maximum obligation, and/or updates to the Statement of Work and/or Activity Reimbursement Plan as a result of such increase or decrease in funding, effective upon amendment execution and make changes to the Statement of Work or Activity Reimbursement Plan, as necessary, an amendment will be prepared by Director and executed by Contractor and Director, as authorized by the Board, and will be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the Board has delegated authority to the Director to amend this Contract to allow for modifications to the Activity Reimbursement Plan and corresponding

modifications to the Statement of Work, changes to hours of operation, changes to service locations, a written Change Notice will be executed by the Director and Contractor, as authorized by the Board. 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 cost and expense, except that in the event Contractor fails to provide

County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor does not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

D. Contractor must sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified, former County employees who are on a re-employment list, during the life of this Contract.

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 must 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 will 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 must be consistent with Contractor's current employment policies, and will be made to any former or current County employee who has made application to Contractor and is qualified for the available position.

Employment offers must 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, must 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 must 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 Indemnites) 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 from 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 Special Districts, elected and appointed officers, employees, agents and volunteers (County 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 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, and failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by 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 the County.

B. Additional Insured Status and Scope of Coverage: The 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 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 is 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 will maintain insurance, or qualified self-insurance, satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees or is: (1) an employee leasing temporary staffing firm; or (2) a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice must be provided to the County at least 10 Days in advance of cancellation for non-payment of

premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

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

D. During the term of this Contract and for seven years thereafter, the Contractor 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 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it will not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items 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, must 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 will 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
\(lacounty.gov\)](http://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 include, but are not 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 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). 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 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 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. 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 A-C (A-C Audit Branch) within 30 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).

D. Independent Audit: Contractor's financial records must be audited by an independent auditor in compliance with 2 CFR 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 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-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" means 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” means 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, 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 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 is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph 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 H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18E. MOST FAVORED PUBLIC ENTITY:

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

18F. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

C. Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to

a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

D. If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and when it knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, will:

(1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs (DCBA) of this information prior to responding to a solicitation or accepting a contract award.

18G. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

B. Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

C. Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

D. If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and when it knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:

(1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10% of the amount of the Contract; and

(3) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify DCBA of this information prior to responding to a solicitation or accepting a contract award.

18H. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

B. Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

C. Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and when it knew, or should have known, the information furnished

was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:

(1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10% of the amount of the Contract; and

(3) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and DCBA of this information prior to responding to a solicitation or accepting a contract award.

18K. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from 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 will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or (c) upon giving five Days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to Contractor's failure to complete or comply with the provisions of this Contract.

D. 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.

18L. DATA DESTRUCTION:

A. If Contractor maintains, processes or stores County of Los Angeles' ("County") data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>).

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive, within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor must provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

19. CONFLICT OF TERMS:

To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract will govern and prevail.

20. CONTRACTOR'S OFFICES:

Contractor's office is located at _____.

Contractor's business telephone number is (____) _____, fax number is (____) _____, and e-mail address is _____.

Contractor must notify County, in writing, of any changes made to their business address, business telephone number, fax number and/or e-mail address as listed herein, or any other business address, business telephone number, fax number and/or e-mail address used in the provision of services herein, at least 10 Days prior to the effective date(s) thereof.

21. NOTICES:

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

A. Notices to County will be addressed as follows:

- (1) Department of Public Health
Division of Chronic Disease and Injury Prevention
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

Attention: Division Director

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

Attention: Division Director

B. Notices to Contractor will be addressed as follows:

Attention: _____

22. ADMINISTRATION OF CONTRACT:

A. County's Director has the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff and any subcontractor 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 Contractor's expense, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract, or be placed and/or assigned within the Department of Public Health. During the term of this Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, Contractor will immediately remove staff from performing services under this Contract and replace such staff within 15 Days of removal, or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. Contractor 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 may 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 REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees, and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by 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 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 10 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 Activity Reimbursement Plan of this Contract via a written amendment to this Contract.

27. Intentionally omitted

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 and its Agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor does not have the right to

enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW:

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

Additionally, Contractor certifies to the County:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Contractor will 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 business 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 will 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, that Contractor or member of Contractor's staff must be removed immediately from performing services under this Contract. County is not under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's

violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's

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

B. Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes, 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 Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program Skills and Training to Achieve Readiness for Tomorrow (START)) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform a 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 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 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.

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. The Board 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 consider evidence on the proposed reduction of debarment period or termination of debarment. 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. The Board will have the right to modify, deny,

or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractors: These terms will also apply to subcontractors of County contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this

Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

39. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance of this Contract in jeopardy if not corrected, will be reported to the Board 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. - INTENTIONALLY DELETED:

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 and its Agents from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

44. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

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

Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

45. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Contract. The facsimile or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof 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 and received via communications facilities (e.g., fax 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 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 Days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor 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, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph "as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not

be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

49. GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

50. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue or gain access to confidential medical records for any reason whatsoever.

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

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

51. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor is solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is 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 includes, 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 Nondiscrimination and Affirmative Action Paragraph when so requested by the County.

G. If the County finds that any provisions of this Nondiscrimination and Affirmative Action Paragraph have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine

independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

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

54. NON-EXCLUSIVITY:

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

55. NOTICE OF DELAYS:

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

56. NOTICE OF DISPUTES:

Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and Contractor regarding the

performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director will resolve it.

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

Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice 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 G (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:

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 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 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 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 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 Days of filing, County will have the right to take immediate possession of all such 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 equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor must provide Director with an accurate and complete inventory report of all 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 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 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 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 will only charge the program for costs of ownership. Costs of ownership must 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, Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor must notify Director in writing of such changes within 30 Days prior to the effective date thereof.

64. REPORTS:

Contractor must 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 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's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the

maximum extent possible in connection with services to be performed by Contractor under this Contract.

66. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision survives 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 will indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or

supervisory position becomes vacant during the term of this Contract, Contractor 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 administrative and support personnel. 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 will be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

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

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

(4) A copy of the proposed subcontract. (Any later modification of such subcontract 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 subcontractors and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent is provisional, and does 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. 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.

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 will 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 remains 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 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 will submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 60 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 Days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

71. TERMINATION FOR DEFAULT:

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

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

In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such

manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

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

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

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

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IN WITNESS WHEREOF, the Board 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

Revised 10-2022 – Approved by Counsel

#07470:gs

EXHIBIT A
STATEMENT OF WORK

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	BACKGROUND	1
2.0	QUALITY CONTROL	2
3.0	QUALITY ASSURANCE PLAN	2
4.0	DEFINITIONS	3
5.0	RESPONSIBILITIES	3
	<u>COUNTY</u>	
5.1	Personnel	3
	<u>CONTRACTOR</u>	
5.2	Project Manager	4
5.3	Staffing	4
5.4	Contractor’s Office.....	4
5.5	Approval of Contractor’s Staff and Subcontractors.....	4
5.6	Materials and Equipment.....	5
5.7	Training	5
6.0	SPECIFIC SERVICES TO BE PROVIDED	5

EXHIBIT A

STATEMENT OF WORK

1.0 BACKGROUND

The Los Angeles County Pedestrian Plans for Unincorporated Communities is made possible by an award received from the California Transportation Commission as part of the Active Transportation Program (ATP) created by Governor Jerry Brown in accord with Senate Bill 99 and Assembly Bill 101. These bills consolidated various transportation programs such as the federal Transportation Alternatives Program, State Bicycle Transportation Account, and federal and State Safe Routes to School programs. The purpose of the ATP is to encourage the use of active transportation to achieve the following goals: 1) increase the proportion of trips accomplished by biking and walking; 2) increase safety and mobility for non-motorized users; 3) advance the active transportation efforts of regional agencies to reduce greenhouse gases; 4) enhance public health; 5) ensure that disadvantaged communities fully share in the benefits of the program; and 6) provide a broad spectrum of projects to benefit many types of active transportation users.

According to the 2015 Los Angeles County (LAC) Health Survey, 34.9% of LAC residents do not meet physical activity guidelines. Sedentary lifestyles have a profound impact on rising rates of obesity, diabetes, hypertension, premature death, and years of healthy life lost. Physical factors contributing to decreased physical activity include communities designed with inhospitable, few, or no pedestrian amenities.

Similarly, traffic fatalities and severe injuries due to traffic-related causes are among the most serious public health threats in LAC. Countywide, motor vehicle collisions are the leading cause of death in children aged 5 to 14 years, and the third leading cause of premature death overall. In unincorporated LAC, fatal collisions increased by nearly 28% between 2013 and 2017. Twenty percent of all fatal and severe injury traffic collisions in unincorporated communities involve a person walking.

In February of 2017, the County of Los Angeles (County) Board of Supervisors (Board) directed County departments to work together to develop a Vision Zero initiative focused on eliminating fatal and severe injury traffic collisions. This effort includes identifying Collision Concentration Corridors, any half-mile roadway segment, in unincorporated communities, that contained three or more fatal or severe injury collisions between January 1, 2013, and December 31, 2017. Of these, eight of the top 20 Collision Concentration Corridors with the highest

concentrations of such collisions are found within those unincorporated communities, and are identified as the project area

In December 2023, Public Health received an award from the State's ATP to fund the Los Angeles County Five Community Pedestrian Plans Project (Project) for a new cycle of Pedestrian Plans in designated high-collision disadvantaged communities in LAC. These designated communities include the following unincorporated areas of LAC: 1) West Puente Valley/Valinda/South San Jose Hills; 2) Alondra Park; 3) Del Aire; 4) Rancho Dominguez; and 5) West Carson.

These communities were selected based on need, as well as potential for impact along Vision Zero Collision Concentration Corridors, the County's high-injury network. Contractor is required to provide research and analysis; work with Public Health and the County Department of Public Works to draft, refine, and finalize five new plans for the Project; and work with Public Health to review and update the existing Step by Step framework, adopted in 2019, to accommodate the five new plans. The resulting plans will be presented for adoption by the Board and incorporated into the County's General Plan.

The planning work is overseen by permanent staff at Public Health ("County's Project Director") and managed by Public Health's contract Project Manager ("County's Project Manager").

2.0 QUALITY CONTROL

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

- 2.1 Method of monitoring to ensure that Contract requirements are being met.
- 2.2 A record of all inspections conducted by the Contractor.
 - a. Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action will be provided to the County upon request.

3.0 QUALITY ASSURANCE PLAN

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

3.1 As-Needed Meetings

Contractor is required to participate in scheduled monthly remote meetings and as-needed with Public Health representative, to discuss status of deliverables and other project issues.

3.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

4.0 DEFINITIONS

4.1 **Contractor's Project Manager:** The Contractor's designee serving as a point of contact for the County who has full authority to act for Contractor on all matters related to daily operations of the Contract.

4.2 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

4.3 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. Responsible for managing inspection of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.

4.4 **Day(s):** Calendar day(s) unless otherwise specified.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

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

5.1.1 Monitoring Contractor's performance in the daily operation of the Contract.

5.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.

- 5.1.3 Preparing amendments in accordance with Paragraph 8 of the Contract, Alteration of Terms/Amendments.

CONTRACTOR

5.2 Project Manager

- 5.2.1 Contractor must appoint or designate a dedicated full-time employee (FTE) to act as Project Manager to be responsible for project oversight, including implementation of project activities and tasks as identified in Exhibit B, Activity Reimbursement Plan.
- 5.2.2 The Project Manager will act as a central point of contact with the County.
- 5.2.3 The Project Manager must have two years of experience leading active transportation planning projects for public agencies in California.
- 5.2.4 The Project Manager will have full authority to act for Contractor on all matters relating to the daily operation of the Contract and must be able to effectively communicate in English, both orally and in writing.

5.3 Staffing

- 5.3.1 In consultation with Public Health, contractor will assign the number of employees necessary to perform the required work.
- 5.3.2 Contractor is required to background check their employees as set forth in Paragraph 22 of the Contract, Administration of Contract.

5.4 Contractor's Office

Contractor must maintain an office in LAC with a telephone, and a computer or tablet, with internet access, in the company's name, where Contractor conducts business. The office must be staffed during the hours of 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to service requests, inquiries and complaints which may be received about the Contractor's service performance under said Contract.

5.5 Approval of Contractor's Staff and Subcontractors

- 5.5.1 County has the absolute right to approve or disapprove all of Contractor's staff and subcontractor's staff performing work hereunder and any proposed changes in Contractor's staff or subcontractor's staff, including, but not limited to, Contractor's Project Manager.

- 5.5.2 Contractor and/or subcontractor must remove and replace personnel performing services under this Contract within 15 Days of a written request of the County. Contractor will send County written confirmation of the removal and replacement of the personnel in question.
- 5.5.3 County has the absolute right to approve or disapprove all of Contractor's subcontractor(s) or consultant(s) performing work hereunder and any proposed changes in subcontractor(s).
- 5.5.4 Contractor must obtain approval of County Project Director or designee prior to signing any subcontractor(s) or consultant(s) agreement and will give County Project Director 30 Days' prior notice for review of the proposed subcontract or consultant agreement.

5.6 Materials and Equipment

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

5.7 Training

All employees, subcontractors, and volunteers must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked for safety.

6.0 SPECIFIC SERVICES TO BE PROVIDED

- 6.1 Contractor must provide pedestrian planning services that include: 1) launching and administrating a pedestrian plans project ; 2) data collection and field work; 3) engaging in participatory planning phases; and 4) assisting Public Health towards the development and adoption of the LA County Pedestrian Plans for Unincorporated Communities (ATP 6) Project in the following five unincorporated communities in LAC: 1) West Puente Valley/Valinda/South San Jose Hills; 2) Alondra Park; 3) Del Aire; 4) Rancho Dominguez; and 5) West Carson.
- 6.2 Contractor must submit final invoice, final project status, and final report as requested by Public Health at the completion of all activities specified in the Contract.
- 6.3 Contractor must implement the specified activities, including but not limited to those outlined in Exhibit B, Activity Reimbursement Plan.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation (36 Months)	Rate	Number of Units	Amount	Completed by
<p>Objective 1. Project Launch & Administration (36 Months)</p>					
<p>1.a Participate in a kick-off meeting with the Department of Public Health (Public Health), Outreach Firms, and key agency partners. Discuss project timeline, action plan, internal meeting schedule, communication channels, etc.</p>	<ul style="list-style-type: none"> Meeting notes 	TBD	1	TBD	
<p>1.b Develop one project timeline and one action plan for achieving the project within the grant time frame.</p>	<ul style="list-style-type: none"> Project timeline and action plan approved by Public Health 	TBD	2	TBD	
<p>1.c Participate in up to three meetings with Public Health and each Outreach Firm to discuss the timeline for each Outreach Firm’s activities, including the Community Advisory Committee meeting (CAC) schedule. Outline the information needed from stakeholders and the preferred format to receive results from the various outreach activities to inform the development of the pedestrian plans. Provide written feedback to the Outreach Firms on their proposed outreach action plans and timelines.</p>	<ul style="list-style-type: none"> Documentation, including meeting notes provided in monthly reports approved by Public Health Written feedback on each Outreach Firm’s outreach action plan & timelines 	TBD	4	TBD	
<p>1.d Update and localize existing Step by Step outreach materials and templates (deliverables) for the Outreach Firms to use for various outreach activities, including CAC meetings. Over the course of the project period, provide revisions to 20 different outreach materials, including but not limited to localized project identity for each planning area, surveys, flyers, fact sheets, maps, presentation boards, etc. Translate all materials into Spanish.</p>	<ul style="list-style-type: none"> Outreach materials approved by Public Health. Materials in native digital format (AI, PSD, INDD, Word, etc.) 	TBD	20	TBD	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation	Rate	Number of Units	Amount	Completed by
1.e Participate in regular monthly and as-needed in-person or phone meetings with Public Health, Outreach Proposers, and relevant County departments over the course of the project period.	<ul style="list-style-type: none"> Meeting notes Documentation in monthly reports approved by Public Health 	TBD	60	TBD	
1.f Participate in and present at Technical Advisory Committee (TAC) meetings to keep County departments informed of the project and gather feedback on project milestones including, but not limited to: <ul style="list-style-type: none"> Meeting 1: Kick-off meeting with project overview, milestones timeline, and outline the type of information that will be requested from County departments. Meeting 2: Present the Existing Conditions report and solicit feedback. Meeting 3: Present annotated outline of the plans and review key findings and information collected to date. Meeting 4: Present the proposed project lists and solicit feedback. Meeting 5: Present the draft plans for each community and solicit input before releasing the draft to the public. 	<ul style="list-style-type: none"> Meeting agendas and presentation materials approved by Public Health Meeting notes Documentation in monthly reports approved by Public Health 	TBD	5	TBD	
Objective 2. Data Collection and Field Work (5 Months)			SUBTOTAL	TBD	
2.a Submit up to two lists of data needs from Public Health and key County departments including Public Works (DPW), Regional Planning (DRP), and Parks and Recreation (DPR) – such as other relevant plans, collision data, roadway data (ADT, LOS, speed surveys), transportation projects in development, etc.	<ul style="list-style-type: none"> List of data needs to be approved by Public Health 	TBD	2	TBD	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation	Rate	Number of Units	Amount	Completed by
<p>2.b Complete an Existing Conditions Report for each of the five plan areas that:</p> <ul style="list-style-type: none"> • Identifies existing local and regional plans and infrastructure projects that may impact or inform the plans • Reviews neighboring jurisdiction plans and policies to ensure consistency across local and regional plans, and Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) • Includes a description of existing pedestrian safety, education, and encouragement programs conducted in the areas. • Discusses the impact of transportation projects that are not yet implemented on their ability to improve or hinder pedestrian safety and/or mobility • Discusses outcomes from prior outreach processes on other County projects in the planning area to set context for Pedestrian Plans and inform recommendations • Identifies existing pedestrian facilities and amenities within each community (including sidewalks, street trees, pedestrian-scale lighting, bus shelters, and similar streetscape improvements), especially those at major transit hubs • Analyzes pedestrian-involved collisions in the project area to understand factors that lead to crashes, with a focus on serious injuries and fatalities suffered by pedestrians in the plan area, both in absolute numbers and as a percentage of all collisions and injuries • Analyzes traffic speeds, volumes, and current roadway configurations that impact pedestrian mobility and safety in each community. 	<ul style="list-style-type: none"> • Existing Conditions Reports approved by Public Health • Data collected and/or created for analysis, including project files, shapefiles/geodatabases, and maps/basemaps in their native (vector art or GIS project file) format and PDF 	<p>TBD</p>	<p>4</p>	<p>TBD</p>	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation	Rate	Number of Units	Amount	Completed by
<ul style="list-style-type: none"> • Analyzes active transportation count data collected by Public Health and the Outreach Firms • Incorporates new field work to inventory all project area streets and sidewalks, identifying missing sidewalks, curb ramps, and other infrastructure needs to support all residents, including disabled residents • Identifies locations of signals and marked crossings • Includes maps for each community to show: existing General Plan land use designations and key generators of pedestrian activities, including schools, senior centers & senior housing, shopping centers, public buildings, major employment centers, transit stops, etc.; • funded transportation projects that are not yet implemented, including those within the reasonable extent of the project area map and outside the project area that will provide potential connectivity between communities; density and location of pedestrian-involved collisions as well as killed or severely injured (KSI); demographics; violent crime and homicide rates; others factors that impact pedestrian mobility and safety; barriers to walkability based on personal safety concerns. • Results in compilation and creation of geodata of existing conditions, including digitizing the above information that doesn't currently exist in a geospatial format 					

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation	Rate	Number of Units	Amount	Completed by
2.c Analyze collision data along streets in each of the five project areas that are in part or whole “Vision Zero Collision Concentration Corridors (CCC)” consistent with existing CCC analyses in Step by Step to determine primary collision factors by location and identify trends, hotspots, or commonalities among collisions and their locations, and list potential countermeasures typically used by the County and other jurisdictions in response to project area CCC primary collision factors.	<ul style="list-style-type: none"> Draft project area CCC analyses approved by Public Health. Data collected and/or created for analysis, including project files, shapefiles/geodatabases, and maps/basemaps in their native (vector art or GIS project file) format and PDF. 	TBD	2	TBD	
Objective 3. Participatory Planning Phase 1 (Approximately 4 Months)			SUBTOTAL	TBD	
3.a Develop an online crowdsourcing tool using off-the-shelf or custom solutions for the Outreach Firms and Public Health staff to use to collect and share community input to inform the development of the draft Plans; format Public Health-created hard copy survey consistent with existing project graphic language.	<ul style="list-style-type: none"> Online tool approved by Public Health. Formatted survey instrument approved by Public Health. 	TBD	4	TBD	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation	Rate	Number of Units	Amount	Completed by
3.b Participate in seven Public Health-led community workshops (six in-person and one virtual) covering all project areas to provide an overview of the project and gather feedback on problem areas and community walking preferences to inform the development of the Plans. Provide Spanish translation services and all materials in Spanish.	<ul style="list-style-type: none"> Meeting agenda approved by Public Health. Written meeting notes of community input. Sign-in sheet. Documentation of outcomes in monthly reports approved by Public Health 	TBD	10	TBD	
3.c Participate in a meeting with Public Health and others to identify locations for pedestrian counts in each of the five project areas.	<ul style="list-style-type: none"> Meeting notes & identified locations. Documentation in monthly reports approved by Public Health 	TBD	4	TBD	
Objective 4. Draft Plan Development (Approximately 9 Months)			SUBTOTAL		
4a. Draft an annotated outline for each of the five Pedestrian Plans which includes information collected to date, key findings, and preliminary recommendations for discussion.	<ul style="list-style-type: none"> Annotated Outline for Pedestrian Plans approved by Public Health 	TBD	4	TBD	
4b. Draft the proposed project lists, prioritization scores, and cost estimates for each of the five Pedestrian Plans.	<ul style="list-style-type: none"> Draft project lists and associated materials approved by Public Health 	TBD	4	TBD	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation	Rate	Number of Units	Amount	Completed by
4c. Meet with Public Health and DPW four times to review the draft project lists and associated materials prior to TAC meeting and developing the full draft plans.	<ul style="list-style-type: none"> • Revised project lists and associated materials approved by Public Health. • Meeting notes. • Documentation in monthly reports approved by Public Health 	TBD	4	TBD	
4d. Draft Pedestrian Plans for each of the five planning areas. The draft Pedestrian Plans should summarize all information gathered to date consistent with existing Community Pedestrian Plans, and at a minimum, include the following sections: <ul style="list-style-type: none"> • Community Profile (Demographics, Health Considerations, Land Use, Park Access) • Previous Plans and Projects • Community Involvement • Pedestrian Environment • Existing Pedestrian Facilities • Proposed Pedestrian Facilities • Proposed Programs and Policies 	<ul style="list-style-type: none"> • Draft Pedestrian Plans approved by Public Health. • Data collected and/or created for analysis, including project files, shapefiles/geodatabases, and maps/base maps in their native (vector art or GIS project file) format and PDF 	TBD	4	TBD	
4e. Revise and finalize the five draft Plans based on feedback provided by Public Health and other County departments; translate draft Plans into Spanish.	<ul style="list-style-type: none"> • Draft Pedestrian Plans approved by Public Health 	TBD	4	TBD	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation	Rate	Number of Units	Amount	Completed by
4f. Provide electronic copies of the five draft Plans for online release, and two printed copies (one each in English and Spanish) of each Plan for distribution in County public libraries in each of the five project areas.	<ul style="list-style-type: none"> • Delivery of two printed copies of the relevant draft Plan to public libraries in each project community. • Documentation of dissemination in monthly reports approved by Public Health. 	TBD	4	TBD	
SUBTOTAL					
Objective 5. Participatory Planning Phase 2 (Approximately 6 Months)					
5a. Update the online tool for the Outreach Firm and Public Health staff to use to collect and share community feedback on the draft Plans.	<ul style="list-style-type: none"> • Updated online tool approved by Public Health 	TBD	4	TBD	
5b. Prepare and update outreach materials including but not limited to a new PowerPoint presentation highlighting recommendations from the draft Plans for the Outreach Firms to use to gather feedback from various community stakeholders. Translate all materials to Spanish. (Over the course of Phase 2 (Objective 5), up to 16 outreach materials will be developed, including but not limited to flyers, presentation boards, etc.)	<ul style="list-style-type: none"> • Presentations and outreach materials approved by Public Health 	TBD	16	TBD	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation	Rate	Number of Units	Amount	Completed by
5c. Attend and present the draft Plans at each plan area's Community Advisory Committee (total of five meetings, one per plan area). Work with the Outreach Firms to facilitate interactive exercises to gather feedback on the draft Plans.	<ul style="list-style-type: none"> Meeting notes. Documentation in monthly reports approved by Public Health 	TBD	5	TBD	
5d. Work with Public Health to organize and facilitate seven interactive community workshops (six in-person and one virtual) in plan areas to present the draft Plans and apply project prioritization methodology. Provide Spanish translation services and all materials in Spanish.	<ul style="list-style-type: none"> Meeting notes. Documentation in monthly reports approved by Public Health 	TBD	5	TBD	
5e. Meet as needed up to eight times with Public Health and DPW to review feedback and edits to the draft Plans based on the community and departmental feedback.	<ul style="list-style-type: none"> Meeting notes. Revised draft of final plan with redlining/Track Changes/list of revisions. Documentation in monthly reports approved by Public Health 	TBD	8	TBD	
			SUBTOTAL	TBD	
Objective 6. Plan Finalization (Approximately 6 Months)					
6a. Finalize the draft Plans for administrative review with a round of revisions, incorporating everything listed in the "Draft Plan" section. Update Spanish translations.	<ul style="list-style-type: none"> Administrative Drafts of Pedestrian Plans approved by Public Health 	TBD	2	TBD	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation	Rate	Number of Units	Amount	Completed by
6b. Attend up to eight meetings with Public Health and DPW and other relevant County departments to review and finalize the Pedestrian Plans.	<ul style="list-style-type: none"> • Meeting notes. • Documentation in monthly reports approved by Public Health 	TBD	8	TBD	
6c. Incorporate edits to the administrative draft Plans as advised by Public Health and County departments. Review and revise Step by Step, including Table of Contents and Appendices as needed, to reflect and incorporate draft Plans. Update Spanish translations. Anticipate up to four rounds of revisions.	<ul style="list-style-type: none"> • Final Drafts of Pedestrian Plans approved by Public Health. • Revised Step by Step document and appendices approved by Public Health 	TBD	4	TBD	
			SUBTOTAL	TBD	
Objective 7. Plan Adoption (Approximately 6 Months)					
7a. Attend and assist the County in presenting the draft Pedestrian Plans to the Regional Planning Commission.	<ul style="list-style-type: none"> • Draft of presentation • Meeting notes • Documentation in monthly reports approved by Public Health 	TBD	1	TBD	
7b. Revise the Pedestrian Plans as necessary based on Commission feedback. Update Spanish translations.	<ul style="list-style-type: none"> • Final Drafts of Pedestrian Plans approved by Public Health. • Revised Step by Step document and appendices approved by Public Health 	TBD	4	TBD	

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY PEDESTRIAN PLANS FOR UNINCORPORATED COMMUNITIES ATP 6**

**ACTIVITY REIMBURSEMENT PLAN
Date of Execution – 36 Months
CONTRACTOR**

Activity	Deliverable/ Documentation	Rate	Number of Units	Amount	Completed by
7c. Attend a public hearing and assist Public Health in presenting the Final Plans at a public hearing before the County Board of Supervisors for approval and adoption of the Plans.	<ul style="list-style-type: none"> Meeting notes. Documentation in monthly reports approved by Public Health 	TBD	1	TBD	
7d. Revise the Plans as necessary based on Board of Supervisors' feedback up to two times. Update Spanish translations.	<ul style="list-style-type: none"> Final Drafts of Pedestrian Plans approved by Public Health. Revised Step by Step document and appendices approved by Public Health 	TBD	2	TBD	
7e. Provide Public Health with digital files of the Plans and Step by Step (Word, PDF, and InDesign Versions; associated geodata and GIS project files). Provide a minimum of 15 printed copies of each final Plan in English and Spanish.	<ul style="list-style-type: none"> Digital and printed versions of the Final Pedestrian Plans and revisions to Step by Step. Data collected and/or created for analysis, including project files, shapefiles/geodatabases, and maps/basemaps in their native (vector art or GIS project file) format and PDF 	TBD	1	TBD	
SUBTOTAL				TBD	

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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)	Mental Health	
SUBJECT	Request approval to execute a new sole source contract with: 1) PracticeWise, LLC, to fund the Managing and Adapting Practice Training Program for provision of Managing and Adapting Practice System; and 2) Interpersonal Psychotherapy Institute, LLC, to fund the interpersonal psychotherapy continuing education training program, for DMH clinicians and contracted providers.	
PROGRAM	Managing and Adapting Practice (MAP) Training Program Interpersonal Psychotherapy (IPT) Training Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: PracticeWise is the exclusive vendor that provides training and distributes online information and resources for MAP system that is needed to improve the quality, efficiency, and outcomes of health and human services. Executing a contract with Interpersonal Psychotherapy Institute will save DMH significant amount of administrative time and cost in providing IPT training services. This vendor has been providing training services to DMH through annual purchase orders however the department has determined it is more efficient to execute a contract.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
	*SB1439 supplemental declaration form completed in portal on 05/06/2024.	
DEADLINES/ TIME CONSTRAINTS	07/01/2024	
COST & FUNDING	Total cost: \$1,181,632	Funding source: Mental Health Services Act-Prevention and Early Intervention (MHSA-PEI)
	TERMS (if applicable): July 1, 2024 through June 30, 2026 (Two years) for both contracts: PracticeWise and Interpersonal Psychotherapy Institute	
	Explanation: Explanation: PracticeWise Contract: \$696,832: \$483,802 for Fiscal Year (FY) 2024-25, and \$213,030 for FY 2025-26, Interpersonal Psychotherapy Institute Contract: \$484,800: \$242,400 for FY 2024-25 and \$242,400 for FY 2025-26	
PURPOSE OF REQUEST	Board Letter will allow DMH to execute sole source contracts with PracticeWise LLC and Interpersonal Psychotherapy Institute LLC, to provide MAP and IPT training services respectively, to DMH directly operated and contracted providers clinicians.	
BACKGROUND (include internal/external issues that may exist including any related motions)	DMH and contracted provider clinicians have been benefiting from training programs provided by PracticeWise and Interpersonal Psychotherapy Institute through annual purchase orders. Since it is integral to DMH's ability to maintain well-developed mental health professionals throughout the County on an on-going basis, DMH determined that it is more efficient to execute an on-going contract with each of the vendors.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: If Yes, please explain how: Equity Guiding Principles of "Reduce racial disparities in life outcomes as well as disparities in public investment to	

	<p>shape those outcomes” and “Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations” because Training clinicians through PracticeWise will provide access to the highest quality of services for our disadvantaged population who would otherwise not have access these services. This in turn will help to reduce racial disparities in life outcomes. IPT has a great effect in minority communities including Latino and Asian populations that experience symptoms of depression and social isolation because it is working with people through a relational context. To that effect, IPT has been translated into many languages including Spanish, Chinese, Japanese, and Russian.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: If Yes, please state which one(s) and explain how: supports priority #2 Health Integration/ Alliance for Health Integration -training clinicians through PracticeWise will improve integration of treatment and organizational effectiveness. Priority #6 Immigration and #8 Anti-Racism - IPT has been shown to be effective with minority and immigrant groups to treat depression. Additionally, IPT is approved to work with children ages 12+, and may help adolescents have better and more supportive relationships with their families.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>DMH: Robert Byrd, Deputy Director MH, (424) 369-4018, rbyrd@dmh.lacounty.gov</p> <p>Counsel: Rachel Kleinberg, Sr. Deputy County Counsel, (323) 526-6121, rkleinberg@counsel.lacounty.gov</p>



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

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

June 4, 2024

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

Dear Supervisors:

**APPROVAL TO EXECUTE TWO NEW SOLE SOURCE TRAINING
CONTRACTS WITH PRACTICEWISE, LLC, AND WITH
INTERPERSONAL PSYCHOTHERAPY INSTITUTE, LLC**

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

SUBJECT

Request approval to execute a new sole source contract with: 1) PracticeWise, LLC, to fund the Managing and Adapting Practice Training Program for provision of Managing and Adapting Practice System; and 2) Interpersonal Psychotherapy Institute, LLC, to fund the interpersonal psychotherapy continuing education training program, for DMH clinicians and contracted providers.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute a new sole source contract, substantially similar to Attachment I, with PracticeWise, LLC, (PracticeWise) to fund the Managing and Adapting Practice (MAP) Training Program. The new sole source contract will be effective July 1, 2024 through June 30, 2026, with the option of three annual extensions. The Total Contract Amount (TCA) for the term of the contract will be \$696,832: \$483,802 for Fiscal Year (FY) 2024-25, and \$213,030 for FY 2025-26, fully funded by Mental Health Services Act-Prevention and Early Intervention (MHSA-PEI) revenue.

2. Approve and authorize the Director, or designee, to prepare, sign, and execute a new sole source contract, substantially similar to Attachment II, with Interpersonal Psychotherapy Institute, LLC (IPT Institute), to fund the interpersonal psychotherapy continuing education training program. The new sole source contract will be effective July 1, 2024 through June 30, 2026, with the option of three annual extensions. The TCA for the term of the contract will be \$484,800: \$242,400 for FY 2024-25 and \$242,400 for FY 2025-26, fully funded by MHSA-PEI revenue.
3. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the sole source contracts in Recommendations 1 and 2 to revise the contract language; revise and /or replace the Fiscal Provisions and the TCA; rollover unspent funds; use other funding sources if necessary; add, delete, modify, or replace the Statement of Work; and/or reflect federal, State and County regulatory and/or policy changes; provided that: 1) the TCA will not exceed an increase of 10 percent from the Board approved TCA in Recommendations 1 and 2; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to your Board and the Chief Executive Officer (CEO).
4. Delegate authority to the Director, or designee, to terminate the contracts described in Recommendations 1 and 2 in accordance with the termination provisions, including Termination for Convenience. The Director, or designee, will provide a written notification to your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Both PracticeWise and IPT Institute are integral to Department of Mental Health's (DMH) ability to train and maintain well-developed mental health professionals throughout Los Angeles County (County). Through these contracts, DMH and contracted mental health professionals, will have access to MAP trainings that will allow them to develop proficiency in the selection, organization, delivery, and evaluation of common practices used in evidence-based approaches. Additionally, through the IPT trainings they will work with clients to improve the quality of clients' interpersonal relationships and social functioning to increase their social support and help reduce overall distress. IPT is focused on one or more interpersonal problem areas including interpersonal disputes, role transitions, and grief and loss issues.

Board approval of Recommendation 1 will allow DMH to execute a new sole source contract with PracticeWise effective July 1, 2024 through June 30, 2026, with the option of three annual extensions, to offer MAP trainings to DMH clinicians and its contracted providers and supervisors.

Board approval of Recommendation 2 will allow DMH to execute a new sole source contract with IPT Institute effective July 1, 2024 through June 30, 2026, with the option of

three annual extensions, to offer IPT trainings to DMH clinicians and its contracted providers.

Board approval of Recommendation 3 will allow DMH to amend the sole source contract with PracticeWise and IPT Institute to add, delete, modify, or replace the Fiscal Provisions, Statement of Work and/or responsibilities of DMH, PracticeWise, and IPT Institute; reflect federal, State, and County regulatory and/or policy changes; rollover unspent funds and/or modify the TCA.

Board approval of Recommendation 4 will allow DMH to terminate the sole source contract with PracticeWise and IPT Institute in accordance with the contract's termination provisions in a timely manner, as necessary.

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan North Star 1, Make Investments that Transform Lives, specifically Focus Area Goal A – Healthy Individuals and Families, and Focus Area Goal B – Employment and Sustainable Wages.

FISCAL IMPACT/FINANCING

The contract with PracticeWise is fully funded by MHSA-PEI revenue in the amount of \$696,832 for two fiscal years. Funding for FY 2024-25 and FY 2025-26 will be included in the annual budget request process for the respective year.

The contract with IPT Institute is fully funded by MHSA-PEI revenue in the amount of \$484,800 for two fiscal years. Funding for FY 2024-25 and FY 2025-26 will be included in the annual budget request process for the respective year.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

PracticeWise is the exclusive vendor that provides training and distributes online information and resources for the MAP system to improve the quality, efficiency, and outcomes of health and human services. Trainings, tools, and resources provided by PracticeWise are necessary and mandatory for DMH clinicians and contracted providers and their supervisors for continued provision of MAP services. MAP was designed to (a) reinforce continued quality improvement in the direct care of youth, and (b) expand the capacity of DMH and its providers' network to independently sustain and enhance service delivery. Evaluations of the MAP program found evidence of favorable results for youth and effective development of services provided. In the past, DMH utilized the annual purchase order process to acquire MAP training services from PracticeWise. However, since it is integral to DMH's ability to maintain well-developed mental health

professionals throughout the County on an on-going basis, DMH determined that it is more efficient to execute an ongoing contract with PracticeWise. DMH estimates that approximately 144 clinicians and 12 supervisors will be trained annually.

Continuing education trainings provided by the IPT Institute are essential for DMH and its contracted providers because IPT is currently the only Prevention and Early Intervention (PEI) Evidence-Based Practice (EBP) that addresses treatment of depression through the lens of bolstering social support and is one of the highest utilized PEI EBPs throughout Los Angeles County. In the past, DMH utilized the annual purchase order process to acquire IPT training services from IPT Institute. Since it is integral to DMH's ability to maintain well-developed mental health professionals throughout the County on on-going basis, DMH has determined that it is more efficient to execute an ongoing contract with IPT Institute. Executing a contract with IPT Institute will save DMH a significant amount of administrative time and cost. DMH estimates that approximately 180 clinicians will be trained through three cohort programs annually.

In accordance with Board Policy No. 5.100 (Sole Source Contracts):

- DMH notified your Board (Attachment III) of its intent to execute a new sole source contract with PracticeWise and, as we did not hear otherwise, we are moving forward with this action. The required Sole Source Checklist (Attachment IV) identifying and justifying the need for a sole source contract has been approved by the CEO.
- DMH notified your Board (Attachment V) of its intent to execute a new sole source contract with IPT Institute and, as we did not hear otherwise, we are moving forward with this action. The required Sole Source Checklist (Attachment VI) identifying and justifying the need for a sole source contract has been approved by the CEO.

The two sole source contracts (Attachment I & II) have been reviewed and approved as to form by County Counsel.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure compliance with all contract terms and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH clinicians and contracted providers to continue developing proficiency in provision of MAP services and interpersonal psychotherapy services and continue providing quality services to clients.

Respectfully submitted,

The Honorable Board of Supervisors
June 4, 2024
Page 5

Lisa H. Wong, Psy.D.
Director

LHW:CDD:KN:SK:CM:atm

Attachments

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

DRAFT



**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PRACTICEWISE, LLC
MANAGING AND ADAPTING PRACTICE TRAINING PROGRAM**

MH280008
Contract Number

NA
Legal Entity Number

153477
Vendor Number

340 Lee Ave.

Satellite Beach, FL 32937
Contractor Headquarters Address

Contractor Headquarters' Supervisorial District Out of State

Contractor Headquarters' Service Area Out of State

Contractor Service Provision Supervisorial District(s) All

Contractor Service Provision Service Area(s) All

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
2.1 Standard Definitions.....	3
3.0 WORK	4
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM	5
5.1 Total Contract Amount.....	5
5.2 Written Approval for Reimbursement.....	5
5.3 Notification of 75% of Total Contract Sum.....	5
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	5
5.5 Invoices and Payments.....	5
5.6 Intentionally Omitted.....	6
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	6
6.0 ADMINISTRATION OF CONTRACT - COUNTY	7
6.1 County's Administration.....	7
6.2 County's Program Director.....	7
6.3 County's Program Manager.....	7
6.4 County's Contract Monitor.....	8
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	8
7.1 Contractor's Administration.....	8
7.2 Contractor's Project Manager.....	8
7.3 Approval of Contractor's Staff.....	8
7.4 Contractor's Staff Identification.....	8
7.5 Background and Security Investigations.....	8
7.6 Confidentiality.....	9
8.0 STANDARD TERMS AND CONDITIONS	10
8.1 Amendments.....	10
8.2 Assignment and Delegation/Mergers or Acquisitions.....	11

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.3 Authorization Warranty.....	11
8.4 Budget Reductions.....	11
8.5 Complaints	12
8.6 Compliance with Applicable Laws	12
8.7 Compliance with Civil Rights Laws.....	13
8.8 Compliance with the County's Jury Service Program.....	13
8.9 Conflict of Interest	15
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	15
8.11 Consideration of Hiring GAIN/START Participants.....	16
8.12 Contractor Responsibility and Debarment.....	16
8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	18
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program	18
8.15 County's Quality Assurance Plan	19
8.16 Damage to County Facilities, Buildings or Grounds	19
8.17 Employment Eligibility Verification.....	19
8.18 Counterparts and Electronic Signatures and Representations.....	20
8.19 Fair Labor Standards	20
8.20 Force Majeure	20
8.21 Governing Law, Jurisdiction, and Venue.....	21
8.22 Independent Contractor Status	21
8.23 Indemnification	22
8.24 General Provisions for all Insurance Coverage.....	22
8.25 Insurance Coverage.....	26
8.26 Liquidated Damages	27
8.27 Most Favored Public Entity.....	28
8.28 Nondiscrimination and Affirmative Action	29
8.29 Non Exclusivity.....	30
8.30 Notice of Delays	30

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.31 Notice of Disputes	30
8.32 Notice to Employees Regarding the Federal Earned Income Credit	30
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	31
8.34 Notices	31
8.35 Prohibition Against Inducement or Persuasion.....	31
8.36 Public Records Act.....	31
8.37 Publicity.....	32
8.38 Record Retention and Inspection-Audit Settlement.....	32
8.39 Recycled Bond Paper	33
8.40 Subcontracting	33
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	35
8.42 Termination for Convenience	35
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration.....	37
8.45 Termination for Insolvency	37
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	38
8.47 Termination for Non-Appropriation of Funds	38
8.48 Validity.....	38
8.49 Waiver	38
8.50 Warranty Against Contingent Fees	38
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	39
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	39
8.53 Time Off for Voting	39
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	39
8.55 Intentionally Omitted	40
8.56 Compliance with Fair Chance Employment Hiring Practices.....	40
8.57 Compliance with the County Policy of Equity	40
8.58 Prohibition from Participation in Future Solicitation(s).....	40

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.59 Injury and Illness Prevention Program	40
8.60 Intentionally Omitted	41
8.61 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	41
9.0 UNIQUE TERMS AND CONDITIONS	41
9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)	41
9.2 Ownership of Materials, Software and Copyright	42
9.3 Patent, Copyright and Trade Secret Indemnification.....	42
9.4 Data Destruction	43
9.5 Contractor's Charitable Activities Compliance.....	44
9.6 Intentionally Omitted	44
9.7 Intentionally Omitted	44
9.8 Intentionally Omitted	44
9.9 Intentionally Omitted	44
9.10 Intentionally Omitted	44
9.11 Intentionally Omitted	44
9.12 Intentionally Omitted	44
9.13 Contractor Protection of Electronic County Information	44
10.0 Survival.....	45

TABLE OF CONTENTS

PARAGRAPH

PAGE

STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Fiscal Provisions
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
 - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
 - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

UNIQUE EXHIBITS

- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Charitable Contributions Certification
- K** Attestation Regarding Information Security Requirements
- L** Contribution and Agent Declaration Form

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PRACTICEWISE, L.L.C.
FOR
MANAGING AND ADAPTING PRACTICE TRAINING PROGRAM**

This Contract (“Contract”) made and entered into on July 1, 2024 by and between the County of Los Angeles, hereinafter referred to as “County” and PracticeWise, L.L.C., hereinafter referred to as “Contractor”. PracticeWise, L.L.C., is located at 340 Lee Ave. Satellite Beach, FL, 32937.

RECITALS

WHEREAS, the Contractor is a private firm specializing in providing Managing and Adapting Practice Training Services; and

WHEREAS, on June 04, 2024, the Board of Supervisors delegated authority to the Director of Mental Health, or designee to execute the contract.

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

1.0 APPLICABLE DOCUMENTS

Entire Contract: The body of this Contract, all exhibits, Statement of Work (SOW) and Fiscal Provisions attached hereto and incorporated herein by reference, for this Contract, as approved in writing by the Director, including any addenda thereto as approved in writing by the Director, which are incorporated herein by reference but not attached, will constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Fiscal Provisions
- Exhibit C Intentionally Omitted
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution
- Exhibit G Safely Surrendered Baby Law

Unique Exhibits:

- Exhibit H Intentionally Omitted
- Exhibit I Intentionally Omitted
- Exhibit J Charitable Contributions Certification
- Exhibit K Attestation Regarding Information Security Requirements
- Exhibit L Contribution and Agent Declaration Form

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Program Manager:** Person designated by County's Program Director to manage the operations under this Contract.
- 2.1.6 County's Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 County's Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.1.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Department of Mental Health which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of Department.

- 2.1.12 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.13 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.14 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be two years commencing on July 1, 2024 through June 30, 2026 unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to three one-year terms, for a maximum total Contract term of five years through June 30, 2029. Each such extension option may be exercised at the sole discretion of the Department.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3** The Contractor must notify Department when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Amount

Total Contract Amount (TCA) for the term of the contract is SIX HUNDRED NINETY-SIX THOUSAND AND EIGHT HUNDRED THIRTY-TWO DOLLARS (\$696,832). Allocation for each contract year and service rates are described in Exhibit B – Fiscal Provisions.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Fiscal Provisions). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the

County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.4 Payments for services billed through invoices shall be paid within 60 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in Exhibit A (Statement of Work and Attachments) of this contract.

5.5.5 At any time, If the County reasonably determines from a review of Contractor's service and billing records that the Contractor failed to deliver required services associated with this Contract and/or Exhibit A (Statement of Work and Attachments), County shall have the right to adjust and/or recover payment(s) associated with such service(s). The recovery from Contractor shall be made through cash payment made by Contractor to County and/or County offsets from future payment(s).

5.5.6 This Contract is also subject to any additional restrictions, limitations, or conditions imposed by the State, and federal government which may in any way affect the provisions of payment or funding of this Contract.

5.5.7 At any time, DMH has the discretion to deny payment, in full or in part, if the Contractor did not meet the outcomes/performance requirements outlined in the Exhibit A (Statement of Work and Attachments).

5.5.8 All invoices under this Contract must be sent to: APSEUInquiry@dmh.lacounty.gov via electronic mail.

5.5.9 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Director or County's Program Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.10 Intentionally Omitted

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor

information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Program Director

The role of the County's Program Director may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Program Manager

The role of the County's Program Manager is authorized to include:

6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Monitor

The role of the County's Contract Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Monitor reports to the County's Program Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Program Manager and County's Contract Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo Identification (ID) Badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to,

criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 These terms will also apply to subcontractors of County contractors.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, 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 cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including,

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

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

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by Director or designee.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director or designee.

8.1.3 The Director or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must

be prepared and executed by the Contractor and by Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this

Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within 15 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 15 business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Program Manager within five business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under 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 cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either

comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified,

permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or 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.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the

County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
 - 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. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 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. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

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

or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits

to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 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 via mail to:

County of Los Angeles
Department of Mental Health
510 S. Vermont Ave., 20th Floor.
Los Angeles, CA 90020

Attention: Contracts Development and Administration Division

-or-

Electronically to the County Contract Administrator identified on Exhibit D – County Administration.

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County.

The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of

subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must 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.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

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

- **Professional Liability-Errors and Omissions**

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

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$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. The 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.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire

monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages will be determined by the Director or designee or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days notice to the 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 the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must 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 the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

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

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

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

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

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, or sent via electronic mail addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Names and addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if

disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Program Director.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for

a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt

by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents via mail to:

County of Los Angeles
Department of Mental Health
510 S. Vermont Ave., 20th Floor.
Los Angeles, CA 90020

Attention: Contracts Development and Administration Division

-or-

Electronically to the County Contract Administrator identified on Exhibit D – County Administration.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination

had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

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

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

8.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

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

8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor’s staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Intentionally Omitted

8.61 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Inadvertent Access:

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Ownership of Materials, Software and Copyright

9.2.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.2.2 During the term of this Contract and for five years thereafter, the 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.

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret

disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Data Destruction

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST)

Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.5 Contractor’s Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Contractor Protection of Electronic County Information

9.13.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 “Contractor Protection of Electronic County Information” provides specific details and can be accessed at the following link: Chapter 5 - Contracting and Purchasing | Board Policy | LA County - BOS, CA | Municode Library Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

9.13.2 Contractor must sign Exhibit K (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 “Contractor Protection of Electronic County Information” and acknowledge that it is the

responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> Information Security documents **annually, if there are any changes to the information requested on the security documents, and/or upon notification by DMH of updated Information Security documents.** Contractor must also ensure that prior to access, its workforce members, including subcontractors, that create, receive, maintain, or transmit Protected Health Information (PHI) acknowledge and sign the applicable Attachments to Exhibit K. Security and privacy requirements will apply to all County Personal Information, PHI and Medical Information electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology.

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage

Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.61	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 9.13	Contractor Protection of Electronic County Information
Paragraph 10.0	Survival

DRAFT

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____

Lisa H. Wong, Psy. D.
Director of Mental Health

PRACTICEWISE, L.L.C.

By _____

Name _____

Title Board Member
(AFFIX CORPORATE SEAL HERE)

By _____

Name _____

Title Chief Executive Officer
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
Rachel Kleinberg
Sr. Deputy County Counsel

PRACTICEWISE, L.L.C.
STATEMENT OF WORK (SOW)
Exhibit A

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 SCOPE OF WORK	1
2.0 SPECIFIC WORK REQUIREMENTS	1
3.0 QUALITY CONTROL	2
4.0 QUALITY ASSURANCE PLAN	3
4.1 Intentionally Omitted	3
4.2 Contract Discrepancy Report	3
4.3 County Observations.....	3
5.0 RESPONSIBILITIES	3
COUNTY	3
5.1 Personnel.....	3
5.2 Intentionally Omitted	4
CONTRACTOR	4
5.3 Contractor’s Training Director	4
5.4 Personnel.....	4
5.5 Intentionally Omitted	4
5.6 Materials and Equipment.....	4
5.7 Training	4
5.8 Intentionally Omitted	5
6.0 HOURS/DAY OF WORK	5
7.0 INTENTIONALLY OMITTED	5
8.0 INTENTIONALLY OMITTED	5
9.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS	5
10.0 INTENTIONALLY OMITTED	5
11.0 INTENTIOANLLY OMITTED	5
12.0 INTENTIONALLY OMITTED	5
13.0 GREEN INITIATIVES	5
14.0 PERFORMANCE REQUIREMENTS SUMMARY	5

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

PracticeWise LLC (Contractor) will provide Managing and Adapting Practice (MAP) Direct Service and Supervision series training programs that will include training workshops, consultation calls, portfolio reviews and access to MAP online information resources to Department of Mental Health (DMH) and contracted providers' clinicians. Clinicians will be certified through the training program and will be able to use MAP system to improve the quality, efficiency, and outcomes of children's mental health services.

This system will utilize an online database that suggests formal evidence-based programs or, alternatively, can provide detailed recommendations about discrete components of evidence-based treatments relevant to a specific youth's characteristics. The MAP system also adds a unifying evaluation framework to track outcomes and practices. The current state-of-the-art treatments in behavioral healthcare are evidence-based protocols targeted to defined client problems that are tested through randomized clinical trials.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 During the project period, PracticeWise will provide the following:

- 2.1.1 MAP Direct Services Training includes:
 - 2.1.1.1 MAP online Direct Services workshop for cohorts of up to 24 trainees per cohort based on the Contractor's Direct Services Curriculum.
 - 2.1.1.2 Consultation calls for each training cohort. Each cohort will be divided into three groups of one-hour semi-monthly consultation calls for up to eight trainees per group for six months.
 - 2.1.1.3 One MAP clinician portfolio review for each trainee.
 - 2.1.1.4 One-year, individual subscription for each trainee to the online information resources under the terms of the Contractor's Service User Agreement.
- 2.1.2 Additional off-site consultation calls based on the MAP curricula to trainees as needed and as determined by DMH and Contractor.
- 2.1.3 Additional MAP clinician portfolio reviews for DMH directly-operated clinicians, as needed.
- 2.1.4 MAP Supervision Series based on the Contractor's Agency Supervisor Training Curriculum will include:
 - 2.1.4.1 Two-day online workshops for up to 12 supervisor trainees per cohort.
 - 2.1.4.2 Six one-hour monthly consultation calls for each cohort.
 - 2.1.4.3 MAP agency supervisor portfolio review including:

- a. One supervisor portfolio review; and
 - b. One portfolio review of each supervisor's trainee, with a maximum of six trainees per supervisor.
- 2.1.4.4** One-year user group subscriptions to the online information resources for each MAP supervision series cohort under the terms of the Contractor's Service Use Agreement for participating supervisors and their trainees.
- 2.1.4.5** Copies of additional materials used during the series, such as MAP Agency Supervisor Portfolios, Supervisor and Consultant Guides, learner handouts, worksheets, exercise stimuli and participation tokens, administrative forms, etc. will be provided to trainees of the MAP Supervision series.
- 2.1.5** Additional MAP Agency Supervisor or MAP Training Professional Portfolio reviews and one MAP Agency Supervisor Transfer review for DMH directly operated clinicians.
- 2.1.6** Contractor will provide access to the MAP online information resources, namely the PracticeWise Evidence-Based Services (PWEBS) application, Practitioner Guides, and Clinical Dashboards for each trainee. These information resources are used to deliver care using the MAP system and are integrated throughout the MAP Direct Services and MAP Supervision series events.
- 2.1.7** A one-year continuation of the existing group subscription to the MAP online information resources will be provided for a cohort of users from the Directly Operated Providers of DMH. The cohort group size will be up to 170 users.
- 2.2** Contractor will manage training registration and will send a notification a minimum of 30 calendar days prior to any training event of the total number of registered trainees. The notification must be sent to the County Contract Monitor indicated in Exhibit D (County Administration) via electronic mail (e-mail). At DMH's discretion, if a training event is not filled to capacity, Contractor will allow cancellation of the training event without a cost (fees or penalties) to DMH. In an event where the training is not filled to capacity, Contractor must receive a consent via email from the County Contract Monitor to host a training at not full capacity.

3.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan (Plan) to ensure the County receives a consistently high level of service throughout the term of the Contract. The Plan must be e-mailed to the County's Contract Monitor indicated in Exhibit D – County Administration for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;

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

3.3 Data Collection

Contractor will conduct evaluation surveys for each of the trainings and will prepare an evaluation report based on the surveys' collected and will e-mail a copy of the report to the County's Contract Monitor indicated in Exhibit D – County Administration as soon as the reports are available.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 Intentionally Omitted

4.2 Contract Discrepancy Report

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Program Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

4.2.2 The County's Contract Program Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Program Monitor within five business days, acknowledging the reported discrepancies or presenting contrary evidence.

4.2.3 A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Program Monitor within 10 business days.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

5.2 Intentionally Omitted

CONTRACTOR

5.3 Contractor's Training Director

- 5.3.1 Contractor must provide a full-time Training Director or designated alternate. Contractor must provide a telephone number to the County where the Training Director can be reached during regular business hours: Monday through Friday 9 a.m. – 5 p.m.
- 5.3.2 Contractor's Training Director must act as a central point of contact with the County.
- 5.3.3 Contractor's Training Director/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Training Director/alternate must be able to effectively communicate, in English, both orally and in writing.

5.4 Personnel

- 5.4.1 Contractor will assign a sufficient number of staff to perform the required work. At least one staff on site must be authorized to act for Contractor in every detail and must speak and understand English.
- 5.4.2 Contractor will be required to background check their staff as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.

5.5 Intentionally Omitted

5.6 Materials and Equipment

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

5.7 Training

- 5.7.1 Contractor must provide training programs for all new employees and continuing in-service training for all staff.
- 5.7.2 All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.

5.8 Intentionally Omitted

6.0 HOURS/DAY OF WORK

The Contractor is not required to provide services on County-recognized holidays.

7.0 INTENTIONALLY OMITTED

8.0 INTENTIONALLY OMITTED

9.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS

9.1 All changes must be made in accordance with Subparagraph 8.1 (Amendments) of the Contract.

10.0 INTENTIONALLY OMITTED

11.0 INTENTIONALLY OMITTED

12.0 INTENTIONALLY OMITTED

13.0 GREEN INITIATIVES

13.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

13.2 Contractor must notify County’s Program Manager of Contractor’s new green initiatives prior to Contract commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

The below Performance Requirements Summary (PRS) chart, SOW Attachment 2 (SOW Attachments) is a listing of requirements that will be monitored by the County during the term of the Contract are delineated in this SOW.

14.1 All listings of services used in the PRS are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this SOW. In any case of apparent inconsistency between services as stated in the Contract and this SOW and this PRS, the meaning apparent in this SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and this SOW, that apparent service will be invalid and place no requirement on Contractor unless and until incorporated into the Contract.

STATEMENT OF WORK ATTACHMENTS

TABLE OF CONTENTS

<u>Attachment</u>		<u>Page</u>
1	CONTRACT DISCREPANCY REPORT	1
2	PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART	2

DRAFT

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:		
Contractor:	Contract No.	County's Program Manager:		
Contact Person:	Telephone:	County's Program Manager Signature:		
Email:		Email:		

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					

*Use additional sheets if necessary

<i>Contractor's Representative Signature</i>	<i>Date Signed</i>
--	--------------------

Additional Comments:

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD	Due Date
SOW: Section 2.0	Training Workshops (Direct Services and Supervision Series)	Attendance sheets or sign-in sheets attached to the monthly invoice.	15 th of the month following each service month.
SOW: Section 2.0	Consultation Calls (Direct Services and Supervision)	Attendance sheets or sign-in sheets attached to the monthly invoice.	15 th of the month following each service month.
SOW: Section 2.0	Additional Consultation Calls	Attendance Sheets or Sign-in attached to the monthly invoice.	15 th of the month following each service month.
SOW: Section 2.0	Portfolio Reviews (Direct Services and Supervision)	A list of trainee's name and organizational information for each review conducted.	15 th of the month following each service month.
SOW: Section 2.0	Training Subscriptions (Direct Services and Supervision)	A list of each trainee's name and organizational information for each assigned subscription.	15 th of the month following each service month.
SOW: Section 2.0	Directly Operated Providers Subscription	A list of each trainee's name and organizational information for each assigned subscription.	15 th of the month following the service month.

**Exhibit B - FISCAL PROVISIONS
PRACTICEWISE, LLC.**

1. Funding Allocation

Fiscal Year	2024-25	2025-26	Total
Amount	\$ 483,802.00	\$ 213,030.00	\$ 696,832.00

2. Rate Table

Service Category	Fiscal Year 2024-25 & 2025-26
	Rate
Direct Services Training Workshop	\$44,256.00
Direct Services Consultation Series	\$23,136.00
Additional Consultation Hours	\$110.00
Agency Supervisor Training Workshop	\$45,036.00
Agency Supervisor Consultation Series	\$8,208.00
Additional Direct Services Portfolio Reviews	\$180.00
Additional Agency Supervisor Portfolio Reviews	\$300.00
Direct Services Training Subscription	\$6,072.00
Agency Supervisor Training Subscription	\$20,460.00
Directly Operated Providers Subscription	\$36,720.00

3. Invoicing

Contractor will submit invoices as set forth in Paragraph 5.5 (Invoices and Payments) of the Contract.

COUNTY'S ADMINISTRATION

CONTRACT NO. MH280008

DIRECTOR OF MENTAL HEALTH:

Name: Lisa H. Wong, Psy.D
Title: Interim Director
Address: 510 S. Vermont Avenue, 22nd Floor
Los Angeles, CA 90020
Telephone: (213) 738-4601
E-Mail Address: LVong@dmh.lacounty.gov

COUNTY PROGRAM DIRECTOR:

Name: Robert Byrd, PsyD
Title: Deputy Director-Prevention Division
Address: 510 S. Vermont, 22nd Floor
Los Angeles, CA 90020
Telephone: (424) 369-4018
E-Mail Address: RByrd@dmh.lacounty.gov

COUNTY PROGRAM MANAGER:

Name: Keri Pesanti, PsyD
Title: Program Head-Prevention Division
Address: 510 S. Vermont, 17 Floor
Los Angeles, CA 90020
Telephone: (213) 943-9371
E-Mail Address: KPesanti@dmh.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Michael Alba, PsyD
Title: Clinical Psychologist II
Address: 510 S. Vermont Ave., 17th Floor
Los Angeles, CA 90020
Telephone: (213) 258-6575
E-Mail Address: MAAlba@dmh.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: TBA
Title: _____
Address: _____
Telephone: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: PRACTICEWISE, LLC.
CONTRACT NO. MH280008

CONTRACTOR'S PROJECT MANAGER:

Name: Rebecca Jackson
Title: Business Manager, Training and Development
Address: 340 Lee Ave.
Satellite Beach, FL 32937
Telephone: 321.426.4109
Facsimile: 321.422.2889
E-mail Address: r.jackson@practicewise.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: David Daleiden
Title: VP of Finance and Operations
Address: 340 Lee Ave
Satellite Beach, FL 32937
Telephone: 321.426.4109
Facsimile: 321.422.2889
E-mail Address: d.daleiden@practicewise.com

Name: Heather Brennan
Title: Chief Executive Officer
Address: 340 Lee Ave
Satellite Beach, FL 32937
Telephone: 321.426.4109
Facsimile: 321.422.2889
E-mail Address: h.brennan@practicewise.com

NOTICES TO CONTRACTOR:

Name: David Daleiden
Title: VP of Finance and Operations
Address: 340 Lee Ave
Satellite Beach, FL 32937
Telephone: 321.426.4109
Facsimile: 321.422.2889
E-mail Address: admin@practicewise.com

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: PracticeWise, L.L.C. Contract No MH280008

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: for Contractor's record; must be made available within three (3) business days upon DMH request)

Contractor Name: PracticeWise, L.L.C.

Contract No MH280008

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: for Contractor's record; must be made available within three (3) business days upon DMH request)

Contractor Name: PracticeWise, L.L.C. Contract No MH280008

Non-Employee Name: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or [BabySafeLA.org](https://www.babysafela.org)

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

PracticeWise, L.L.C.

Company Name

340 Lee Ave. Satellite Bach, FL, 32937

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: _____

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

EXHIBIT L**CONTRIBUTION AND AGENT DECLARATION FORM****INDIVIDUAL BIDDERS OR APPLICANTS**

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature_____
Date



**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
INTERPERSONAL PSYCHOTHERAPY INSTITUTE
INTERPERSONAL PSYCHOTHERAPY TRAINING PROGRAM**

MH280007
Contract Number

900 Highland Park Ave.

NA
Legal Entity Number

Coralville, IA 52241

Contractor Headquarters Address

167898
Vendor Number

Contractor Headquarters' Supervisorial District Out of State

Contractor Headquarters' Service Area Out of State

Contractor Service Provision Supervisorial District(s) All

Contractor Service Provision Service Area(s) All

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
2.1 Standard Definitions.....	3
3.0 WORK	4
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM	5
5.1 Total Contract Amount.....	5
5.2 Written Approval for Reimbursement.....	5
5.3 Notification of 75% of Total Contract Sum.....	5
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	5
5.5 Invoices and Payments.....	5
5.6 Intentionally Omitted.....	6
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	6
6.0 ADMINISTRATION OF CONTRACT - COUNTY	7
6.1 County's Administration.....	7
6.2 County's Program Manager.....	7
6.3 County's Program Lead.....	7
6.4 County's Contract Monitor.....	8
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	8
7.1 Contractor's Administration.....	8
7.2 Contractor's Project Manager.....	8
7.3 Approval of Contractor's Staff.....	8
7.4 Contractor's Staff Identification.....	8
7.5 Background and Security Investigations.....	8
7.6 Confidentiality.....	9
8.0 STANDARD TERMS AND CONDITIONS	10
8.1 Amendments.....	10
8.2 Assignment and Delegation/Mergers or Acquisitions.....	11

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.3 Authorization Warranty.....	11
8.4 Budget Reductions.....	11
8.5 Complaints	12
8.6 Compliance with Applicable Laws	12
8.7 Compliance with Civil Rights Laws.....	13
8.8 Compliance with the County’s Jury Service Program.....	13
8.9 Conflict of Interest	15
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	15
8.11 Consideration of Hiring GAIN/START Participants.....	16
8.12 Contractor Responsibility and Debarment.....	16
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law	18
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	18
8.15 County’s Quality Assurance Plan	19
8.16 Damage to County Facilities, Buildings or Grounds	19
8.17 Employment Eligibility Verification.....	19
8.18 Counterparts and Electronic Signatures and Representations.....	20
8.19 Fair Labor Standards	20
8.20 Force Majeure	20
8.21 Governing Law, Jurisdiction, and Venue.....	21
8.22 Independent Contractor Status	21
8.23 Indemnification	22
8.24 General Provisions for all Insurance Coverage.....	22
8.25 Insurance Coverage.....	26
8.26 Liquidated Damages	27
8.27 Most Favored Public Entity.....	28
8.28 Nondiscrimination and Affirmative Action	28
8.29 Non Exclusivity.....	30
8.30 Notice of Delays	30

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.31 Notice of Disputes	30
8.32 Notice to Employees Regarding the Federal Earned Income Credit	30
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	30
8.34 Notices	30
8.35 Prohibition Against Inducement or Persuasion.....	31
8.36 Public Records Act.....	31
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	32
8.39 Recycled Bond Paper	33
8.40 Subcontracting	33
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	34
8.42 Termination for Convenience	34
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration.....	36
8.45 Termination for Insolvency	37
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	37
8.47 Termination for Non-Appropriation of Funds	37
8.48 Validity.....	37
8.49 Waiver	38
8.50 Warranty Against Contingent Fees	38
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	38
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	38
8.53 Time Off for Voting	39
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	39
8.55 Intentionally Omitted	39
8.56 Compliance with Fair Chance Employment Hiring Practices.....	39
8.57 Compliance with the County Policy of Equity	39
8.58 Prohibition from Participation in Future Solicitation(s).....	40

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.59 Injury and Illness Prevention Program	40
8.60 Intentionally Omitted	40
8.61 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	40
9.0 UNIQUE TERMS AND CONDITIONS	40
9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)	40
9.2 Ownership of Materials, Software and Copyright	41
9.3 Patent, Copyright and Trade Secret Indemnification.....	42
9.4 Data Destruction	42
9.5 Contractor’s Charitable Activities Compliance.....	43
9.6 Intentionally Omitted	44
9.7 Intentionally Omitted	44
9.8 Intentionally Omitted	44
9.9 Intentionally Omitted	44
9.10 Intentionally Omitted	44
9.11 Intentionally Omitted	44
9.12 Intentionally Omitted	44
9.13 Contractor Protection of Electronic County Information	44
10.0 Survival.....	45

TABLE OF CONTENTS

PARAGRAPH

PAGE

STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Fiscal Provisions
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
 - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
 - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

UNIQUE EXHIBITS

- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Charitable Contributions Certification
- K** Attestation Regarding Information Security Requirements
- L** Contribution and Agent Declaration Form

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
INTERPERSONAL PSYCHOTHERAPY INSTITUTE LLC.
FOR
INTERPERSONAL PSYCHOTHERAPY TRAINING SERVICES**

This Contract (“Contract”) made and entered into on July 1, 2024 by and between the County of Los Angeles, hereinafter referred to as “County” and Interpersonal Psychotherapy Institute, L.L.C., hereinafter referred to as “Contractor”. Interpersonal Psychotherapy Institute, L.L.C., is located at 900 Highland Park Ave. Coralville, IA, 52241.

RECITALS

WHEREAS, the Contractor is a private firm specializing in providing Interpersonal Psychotherapy Training Services; and

WHEREAS, on June 4, 2024, the Board of Supervisors delegated authority to the Director of Mental Health, or designee to execute the contract.

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

1.0 APPLICABLE DOCUMENTS

Entire Contract: The body of this Contract, all exhibits, Statement of Work (SOW) and Fiscal Provisions attached hereto and incorporated herein by reference, for this Contract, as approved in writing by the Director, including any addenda thereto as approved in writing by the Director, which are incorporated herein by reference but not attached, will constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Fiscal Provisions
- Exhibit C Intentionally Omitted
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution (Confidentiality Agreements)
- Exhibit G Safely Surrendered Baby Law

Unique Exhibits:

- Exhibit H Intentionally Omitted
- Exhibit I Intentionally Omitted
- Exhibit J Charitable Contributions Certification
- Exhibit K Attestation Regarding Information Security Requirements
- Exhibit L Contribution and Agent Declaration Form

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Program Lead:** Person designated by County's Program Manager to manage the operations under this Contract.
- 2.1.6 County's Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 County's Program Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Lead.
- 2.1.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Department of Mental Health which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of Department.

- 2.1.12 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.13 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.14 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be two years commencing on July 1, 2024 through June 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to three additional one-year extensions, for a maximum total Contract term of five years through June 30, 2029. Each such extension option may be exercised at the sole discretion of the Department.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3** The Contractor must notify Department when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Amount

Total Contract Amount (TCA) for the term of the contract is FOUR HUNDRED EIGHTY-FOUR THOUSAND AND EIGHT HUNDRED DOLLARS (\$484,800). Allocation for each contract year services rates are described in Exhibit B – Fiscal Provisions.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Fiscal Provisions). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the

County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.4 Payments for services billed through invoices shall be paid within 60 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in this Contract, including Exhibit A (Statement of Work and Attachments).

5.5.5 At any time, If the County reasonably determines from a review of Contractor's service and billing records that the Contractor failed to deliver required services associated with this Contract and/or Statement of Work, County shall have the right to adjust and/or recover payment(s) associated with such service(s). The recovery from Contractor shall be made through cash payment made by Contractor to County and/or County offsets from future payment(s).

5.5.6 This Contract is also subject to any additional restrictions, limitations, or conditions imposed by the State, and federal government which may in any way affect the provisions of payment or funding for this Contract.

5.5.7 At any time, DMH has the discretion to deny payment, in full or in part, if the Contractor did not meet the outcomes/performance requirements outlined in the Statement of Work (Exhibit A).

5.5.8 All invoices under this Contract must be sent to: APSEUIquiry@dmh.lacounty.gov via electronic mail.

5.5.9 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager or County's Program Lead prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.10 Intentionally Omitted

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor

information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Program Manager

The role of the County's Program Manager may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Program Lead

The role of the County's Program Lead is authorized to include:

6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Program Lead is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Monitor

The role of the County's Contract Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Monitor reports to the County's Program Lead.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Program Lead and County's Contract Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo Identification (ID) Badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to,

criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 These terms will also apply to subcontractors of County contractors.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, 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 cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including,

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

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

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by Director or designee.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director or designee.

8.1.3 The Director or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be

provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within 15 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 15 business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Program Lead of the status of the investigation within five business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Program Lead within five business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including,

without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under 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 cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as

codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury

Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or 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.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the

County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment

has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 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. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term

of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such

documentation for all covered employees for the period prescribed by law.

- 8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

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

- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default

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

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 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 via mail to:

County of Los Angeles
Department of Mental Health
510 S. Vermont Ave., 20th Floor.
Los Angeles, CA 90020

Attention: Contracts Development and Administration Division

-or-

Electronically to the County Contract Administrator identified on Exhibit D – County Administration.

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an

automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must 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.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and

\$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability-Errors and Omissions**

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

8.26 Liquidated Damages

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

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages will be determined by the Director or designee or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days notice to the 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 the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must 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 the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

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

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in

compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, or sent via electronic mail addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Name and addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials

using the name of the County without the prior written consent of the County's Program Manager.

- 8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.4** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed

under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 8.40.6** The County's Program Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents via mail to:

County of Los Angeles
Department of Mental Health
510 S. Vermont Ave., 20th Floor.
Los Angeles, CA 90020

Attention: Contracts Development and Administration Division

-or-

Electronically to the County Contract Administrator identified on
Exhibit D – County Administration.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Manager:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.44 Termination for Improper Consideration**
- 8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

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

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Intentionally Omitted

8.61 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Inadvertent Access:

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical

records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

- 9.1.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Ownership of Materials, Software and Copyright

- 9.2.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.2.2** During the term of this Contract and for five years thereafter, the 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.

- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Lead as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in

confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Data Destruction

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the

data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Contractor Protection of Electronic County Information

9.13.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 “Contractor Protection of Electronic County Information” provides specific details and can be accessed at the following link: https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodetid=CH5COPU_5.200COPRCOELSTIN. Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

9.13.2 Contractor must sign Exhibit K (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 “Contractor Protection of Electronic County Information” and acknowledge that it is the responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> Information Security documents **annually, if there are any changes to the information requested on the security documents, and/or upon notification by DMH of updated Information Security documents.** Contractor must also ensure that prior to access, its workforce members, including subcontractors, that create, receive, maintain, or transmit Protected Health Information (PHI) acknowledge and sign the applicable Attachments to Exhibit K. Security and privacy requirements will apply to all County Personal Information, PHI and Medical Information electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology.

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.61	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification

Paragraph 9.13 Contractor Protection of Electronic County Information
Paragraph 10.0 Survival

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____

Lisa H. Wong, Psy. D.
Director of Mental Health

INTERPERSONAL PSYCHOTHERAPY INSTITUTE LLC.

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

Rachel Kleinberg

Sr. Deputy County Counsel

**INTERPERSONAL PSYCHOTHERAPY
(IPT) TRAINING
STATEMENT OF WORK (SOW)
Exhibit A**

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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 SCOPE OF WORK	1
2.0 SPECIFIC WORK REQUIREMENTS	1
3.0 QUALITY CONTROL	1
4.0 QUALITY ASSURANCE PLAN	2
4.1 Meetings.....	2
4.2 Contract Discrepancy Report	2
4.3 County Observations.....	2
5.0 RESPONSIBILITIES	2
COUNTY	2
5.1 Personnel.....	2
5.2 Intentionally Omitted	3
CONTRACTOR	3
5.3 Contractor’s Program Director.....	3
5.4 Personnel.....	3
5.5 Materials and Equipment.....	3
5.6 Training	4
5.7 Contractor’s Administrative Office	4
6.0 HOURS/DAY OF WORK	4
7.0 WORK SCHEDULES	4
8.0 INTENTIONALLY OMITTED	4
9.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS	4
10.0 INTENTIONALLY OMITTED	4
11.0 INTENTIONALLY OMITTED	4
12.0 INTENTIONALLY OMITTED	4
13.0 GREEN INITIATIVES	5
14.0 PERFORMANCE REQUIREMENTS SUMMARY	5

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Interpersonal Psychotherapy (IPT) Institute (Contractor) will provide Initial IPT Clinical Training (Level-A Training), Technical Assistance Calls, Portfolio Reviews and IPT Booster Trainings to the Department of Mental Health (DMH) and contracted providers clinical staff (trainees) based on the requirements set forth in the Contract and this SOW.

2.0 SPECIFIC WORK REQUIREMENTS

The Contractor will provide the following cohort based IPT trainings and services:

- 2.1 Initial IPT Level-A virtual training workshop, which will consist of 16 hours of training for each cohort, for up to 40 trainees per cohort.
 - 2.1.1 One hard copy of the IPT Clinical Handbook (training manual) will be provided to each trainee. Contractor will mail training manuals to the County Contract Monitor identified in Exhibit D – County Administration, two weeks prior to the start of each IPT Level-A training workshop.
- 2.2 IPT Institute Consultants will provide Technical Assistance Calls for each cohort, after the Initial IPT Level-A training. Contractor will group trainees into consultation call groups of roughly equal size, based on trainees' availability.
- 2.3 Portfolio reviews, after the Initial IPT Level-A Training which will consist of two one-hour reviews for each trainee.
- 2.4 IPT Booster virtual training workshop which will consist of six hours of training for each cohort, with up to 40 trainees per cohort.

3.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan (Plan) to ensure the County receives a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

3.3 Data Collection

The Contractor will establish and implement a Data Collection method to collect, manage, and submit data and reports listed below and as directed in Attachment 2-Performance Requirements Chart. All reports and documents will be sent to DMH County Program Lead and County Contract Monitor identified in Exhibit D (County Administration).

- 3.3.1 IPT Level-A training attendance reports.

- 3.3.2 Records of all training manuals sent to DMH.
- 3.3.3 Attendance reports for technical assistance calls.
- 3.3.4 Reports on Portfolio reviews.
- 3.3.5 Booster Training attendance reports.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 Meetings

Contractor will attend all DMH scheduled meetings (in person or teleconference or virtual platform) throughout the term of the Contract. Meetings will be used to discuss any training issues, corrective action plans, trainees' progress, and etc.

4.2 Contract Discrepancy Report

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Program Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

4.2.2 The County's Contract Program Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Program Monitor within five business days, acknowledging the reported discrepancies or presenting contrary evidence.

4.2.3 A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Program Monitor within 10 business days.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

County Program Manager

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

5.2 Intentionally Omitted

CONTRACTOR

5.3 Contractor's Program Director

- 5.3.1 Contractor must provide a full-time Contractor's Program Director or designated alternate. County must have access to the Program Director or designated alternate during regular working hours, Monday through Friday from at least 9:00 A.M. to 5:00 P.M. Pacific Time (PT). Contractor will provide a telephone number where the Project Manager may be reached during those hours. If the Project Manager is unavailable, the designated alternate must be available and accessible to DMH.
- 5.3.2 Contractor's Program Director must act as a central point of contact with the County.
- 5.3.3 Contractor's Program Director must have five years of experience with tracking deliverables as well as monitoring and reporting progress.
- 5.3.4 Contractor's Program Director or designated alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Program Director or designated alternate must be able to effectively communicate, in English, both orally and in writing.

5.4 Personnel

- 5.4.1 Contractor will assign a sufficient number of staff to perform the required work. At least one staff on site must be authorized to act for Contractor in every detail and must speak and understand English.
- 5.4.2 Contractor will be required to background check their staff as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.

5.5 Materials and Equipment

- 5.5.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.
- 5.5.2 Contractor will furnish all training materials. Training materials include training handouts and required IPT training manual "Interpersonal Psychotherapy Clinical Handbook." As directed in Section 2.0 of this SOW,

hard copy training manuals will be mailed to DMH Headquarters. The shipping fee for training manuals is included in material fee indicated in Exhibit B – Fiscal Provisions of the Contract.

5.6 Training

5.6.1 Contractor will provide training for all their staff prior to beginning services and will continue to provide ongoing trainings throughout the term of the Contract.

5.7 Contractor's Administrative Office

Contractor will maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office will be staffed Monday through Friday, during the hours of 9 a.m. to 5 p.m., CST, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service will be provided to receive calls and take messages. **Contractor will answer calls received by the answering service within 48 hours of receipt of the call.**

6.0 HOURS/DAY OF WORK

6.1 Contractor will coordinate all trainings (hours and locations) with DMH staff- County Contract Monitor and County Program Lead– as identified in Exhibit D – County Administration.

6.2 The Contractor is not required to provide services on County-recognized holidays.

7.0 WORK SCHEDULES

7.1 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County's Program Manager for review and approval within five working days prior to scheduled time for work.

8.0 INTENTIONALLY OMITTED

9.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS

9.1 All changes must be made in accordance with Subparagraph 8.1 (Amendments) of the Contract.

10.0 INTENTIONALLY OMITTED

11.0 INTENTIONALLY OMITTED

12.0 INTENTIONALLY OMITTED

13.0 GREEN INITIATIVES

- 13.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 13.2 Contractor must notify County’s Program Manager of Contractor’s new green initiatives prior to Contract commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

The below Performance Requirements Summary (PRS) chart, SOW Attachment 2 (SOW Attachments) is a listing of requirements that will be monitored by the County during the term of the Contract are delineated in this SOW.

- 14.1 All listings of services used in the PRS are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this SOW. In any case of apparent inconsistency between services as stated in the Contract and this SOW and this PRS, the meaning apparent in this SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and this SOW, that apparent service will be invalid and place no requirement on Contractor unless and until incorporated into the Contract.

STATEMENT OF WORK ATTACHMENTS

TABLE OF CONTENTS

<u>Attachment</u>	<u>Page</u>
1 CONTRACT DISCREPANCY REPORT	1
2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART	2

DRAFT

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD CONTRACTOR WILL PROVIDE	DUE DATE
SOW: Section 3.0	Quality Control Plan for services listed in this SOW.	Quality Control Plan.	Once the contract is executed.
SOW: Section 2.1 and 3.3	Initial IPT Level-A training.	Attendance reports in Microsoft Excel including training dates, trainees' last name and first name initial only and organization name.	15 th calendar day of the month following the month of service.
SOW: Sections 2.1.1 and 3.3	IPT Level-A training hard copy training manuals.	Report on number of manuals mailed to DMH, including the training date for which the manuals are mailed for, in Microsoft Excel.	15 th calendar day of the month following the month of service.
SOW: Section 2.2 and 3.3	Technical assistance calls.	Technical call attendance reports in Microsoft Excel including consultants' last name and first name initial only, call dates, trainees' last name and first name initial only and organization name.	15 th calendar day of the month following the month of service.
SOW: Section 2.3 and 3.3	Portfolio Reviews.	Reports on portfolio reviews in Microsoft Excel, including portfolio review completion date and trainees' last name and first name initial only and organization name, and consultants' last name and first name initial only.	15 th calendar day of the month following the month of service.
SOW: Section 2.4 and 3.3	IPT Booster Training Workshop.	Attendance reports in Microsoft Excel including, training date, trainees' last name and first name initial only, organization name.	15 th calendar day of the month following the month of service.

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**Exhibit B - Fiscal Provisions
Interpersonal Psychotherapy Training (IPT)**

1. Funding Allocation

Fiscal Year	2024-25	2025-26	Total
Amount	\$ 242,400.00	\$ 242,400.00	\$ 484,800.00

2. Rate Table

Fiscal Year 2024-25 and 2025-26	
Service Category	Rate
IPT Level A 2-day Training per cohort	\$ 12,000.00
1-DAY Booster Training per cohort	\$ 6,000.00
IPT LEVEL A Training Manual (cost of manuals includes shipping & handling)	\$ 20.00
Portfolio Reviews - Hourly	\$ 250.00
Technical Assistance Calls - Hourly	\$ 250.00

3. Invoicing

- 3.1 Contractor will submit invoices similar to Exhibit B1-Invoice Sample and as set forth in Paragraph 5.5 -Invoices and Payments of the Contract.
- 3.2 Contractor will provide documents and reports as indicated in Attachment 2 of Exhibit A-Statement of Work - Performance Requirement Chart. DMH will use these documents and reports as supporting document to validate and approve submitted invoices for payment.

COUNTY'S ADMINISTRATION

CONTRACT NO. MH280007

DIRECTOR OF MENTAL HEALTH:

Name: Lisa H. Wong, Psy.D
Title: Interim Director
Address: 510 S. Vermont Avenue, 22nd Floor
Los Angeles, CA 90020
Telephone: (213) 738-4601
E-Mail Address: LWong@dmh.lacounty.gov

COUNTY PROGRAM MANAGER:

Name: Keri Pesanti
Title: Mental Health Clinical Program Head
Address: 510 S. Vermont Avenue, 17th Floor
Los Angeles, CA 90020
Telephone: (213) 943-9371
E-Mail Address: kpesanti@dmh.lacounty.gov

COUNTY PROGRAM LEAD:

Name: Jessica Shaffer
Title: Psychiatric Social Worker II
Address: 510 S. Vermont Avenue, 17th Floor
Los Angeles, CA 90020
Telephone: (213) 251-6780
E-Mail Address: jshaffer@dmh.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Maria Contreras
Title: Acting Supervising Training Coordinator
Address: 510 S. Vermont Avenue, 17th Floor
Los Angeles, CA 90020
Telephone: (213) 943-8193
E-Mail Address: macontreras@dmh.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: TBA
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: INTERPERSONAL PSYCHOTHERAPY INSTITUTE

CONTRACT NO. MH280007

CONTRACTOR'S PROJECT MANAGER:

Name: Scott Stuart, MD
Title: Director
Address: PO Box 5925
Coralville, IA 52241
Telephone: 319-321-9998
Facsimile: NA
E-mail Address: iptinstitute@Outlook.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Scott Stuart, MD
Title: Director
Address: PO Box 5925
Coralville, IA 52241
Telephone: 319-321-9998
Facsimile: NA
E-mail Address: iptinstitute@outlook.com

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: Scott Stuart, MD
Title: Director
Address: PO Box 5925
Coralville, IA 52241
Telephone: 319-321-9998
Facsimile: NA
E-mail Address: iptinstitute@outlook.com

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Interpersonal Psychotherapy
Institute, L.L.C.

Contract No MH280007

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: for Contractor's record; must be made available within three (3) business days upon DMH request)

Contractor Name: Interpersonal Psychotherapy Institute, L.L.C.

Contract No MH280007

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: for Contractor's record; must be made available within three (3) business days upon DMH request)

Contractor Name: Interpersonal Psychotherapy Institute, L.L.C. Contract No MH280007

Non-Employee Name: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

INTERPERSONAL PSYCHOTHERAPY INSTITUTE LLC

Company Name

900 Highland Park Ave. Coralville, IA, 52241.

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

INTERPERSONAL PSYCHOTHERAPY INSTITUTE (hereafter "Contractor") acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal information (PI); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> **annually and upon notification by DMH of updated Information Security Attachments to complete, or update, the forms listed below that are applicable to their contract:**

- Attachment 1 – Information Security and Privacy Requirements for Contracts
- Attachment 2 – DMH Contractor's Compliance with Information Security Requirements
- Attachment 3 – Confidentiality Oath for Non-DMH Workforce Members
- Attachment 4 – Electronic Data Transmission Trading Partner Attachment (TPA)

Further, Contractor agrees to comply with the terms and conditions of the attachments listed above, which are by this reference made a part of the Contract. It is Contractor's responsibility to access the link above, complete the attachments as specified and only return the documents where submission is indicated, via email to the Contract Administrator listed in Exhibit D (County's Administration).

Name of authorized official (Official Name) _____
Printed name

Signature of authorized official _____ Date _____

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: _____

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
 Director

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

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

March 29, 2024

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

FROM: Lisa H. Wong, Psy.D.
 Director

Connie D. Draxler

SUBJECT: NOTICE OF INTENT TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH PRACTICEWISE, LLC, TO FUND THE MANAGING AND ADAPTING PRACTICE TRAINING PROGRAM

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts and Amendments), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to execute a new sole source contract with PracticeWise, LLC, (PracticeWise) to fund the Managing and Adapting Practice (MAP) Training Program for DMH and contracted providers' clinicians.

DMH will request that your Board approve a new sole source contract with PracticeWise. The contract will be effective July 1, 2024 through June 30, 2026, two fiscal years, with the option of three annual extensions. The Total Contract Amount for the term of the contract will be \$696,832, fully funded by Mental Health Services Act – Prevention and Early Intervention revenue.

The new sole source contract with PracticeWise will provide MAP subscriptions, training, certification/recertification for DMH and contracted providers' clinicians and supervisors and provide easy access to the most current scientific information and user-friendly monitoring tools and clinical protocols.

Each Supervisor
March 29, 2024
Page 2

JUSTIFICATION

PracticeWise is the exclusive vendor that provides training and distributes online information and resources for the MAP system to improve the quality, efficiency, and outcomes of health and human services. Trainings, tools, and resources provided by PracticeWise are necessary and mandatory for DMH and contracted providers' clinicians and their supervisors for continued provision of MAP services. MAP was designed to (a) reinforce continued quality improvement in the direct care of youth, and (b) expand the capacity of DMH and its provider network to independently sustain and enhance service delivery. The program's primary goal is for mental health professionals to develop proficiency in the selection, organization, delivery, and evaluation of common practices used in evidence-based approaches. Evaluations of the MAP program found evidence of favorable results for youth and effective development of services provided. In the past, DMH unitized the annual purchase order process to acquire MAP training services from PracticeWise, since it is integral to DMH's ability to maintain well-developed mental health professionals throughout the County on an ongoing basis, DMH has determined that it is more efficient to execute an ongoing contract with PracticeWise instead of utilizing the annual purchase order process. DMH estimates that approximately 144 clinicians and 12 supervisors will be trained annually.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board at least four weeks prior to commencing contract negotiations for a new sole source contract. If requested by a Board Office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board Office within four weeks of this notice, DMH will present your Board a letter for approval to execute a new sole source contract with PracticeWise for the MAP Program.

If you have any questions, or require additional information, please contact me at LWong@dmh.lacounty.gov or (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or (213) 943-9146.

LHW:CDD:KN
SK:CM:atm

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

SOLE SOURCE CHECKLIST

Department Name: Mental Health

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

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

Chief Executive Office

Date



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

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

April 29, 2024

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

FROM: Lisa H. Wong, Psy.D.
Director

A handwritten signature in blue ink that reads "Connie D. Draxler".

SUBJECT: **NOTICE OF INTENT TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH INTERPERSONAL PSYCHOTHERAPY INSTITUTE, LLC, TO FUND THE INTERPERSONAL PSYCHOTHERAPY CONTINUING EDUCATION TRAINING PROGRAM**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts and Amendments), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to execute a new sole source contract with Interpersonal Psychotherapy Institute, LLC, (IPT Institute) to fund the interpersonal psychotherapy continuing education training program for DMH and contracted providers' clinicians.

DMH will request that your Board approve a new sole source contract with IPT Institute. The contract will be effective July 1, 2024 through June 30, 2026, with the option of three annual extensions. The Total Contract Amount for the term of contract will be \$484,800, fully funded by Mental Health Services Act – Prevention and Early Intervention (PEI) revenue.

The new contract with IPT Institute will allow DMH and contracted providers' clinicians to benefit from IPT trainings. These trainings will help clinicians to provide high quality evidence-based therapy to their clients.

Each Supervisor
April 29, 2024
Page 2

JUSTIFICATION

IPT is currently the only PEI Evidence-Based Practice (EBP) that addresses treatment of depression through the lens of bolstering social support and is one of the highest utilized PEI EBPs throughout the Los Angeles County. Continuing education trainings provided by IPT Institute are essential for DMH and its contracted providers' clinicians. The main goal of IPT is to improve the quality of a clients' interpersonal relationships and social functioning to increase their social support and help reduce overall distress. Therapy is focused on one or more interpersonal problem areas including interpersonal disputes, role transitions, as well as grief and loss issues. In the past DMH utilized the annual purchase order process to acquire IPT training services from IPT Institute, however, since it is integral to DMH's ability to maintain well-developed mental health professionals throughout the County on an on-going basis, DMH has determined that it is more efficient to execute an ongoing contract with IPT Institute instead of utilizing the annual purchase order process. Executing a contract with IPT Institute will save DMH a significant amount of administrative time and cost. DMH estimates that approximately 180 clinicians will be trained through three cohort programs annually.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board at least four weeks prior to commencing contract negotiations for a new sole source contract. If requested by a Board Office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board Office within four weeks of this notice, DMH will present your Board a letter for approval to execute a new sole source contract with IPT Institute to fund the continuing education training Program.

If you have any questions, or require additional information, please contact me at LWong@dmh.lacounty.gov or (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or (213) 943-9146.

LHW:CDD:KN
SK:CM:atm

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

SOLE SOURCE CHECKLIST

Department Name: Mental Health

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

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

Chief Executive Office

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/22/2024	
BOARD MEETING DATE	6/4/2024	
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)	Public Works	
SUBJECT	CP Olive View-UCLA Medical Center Automatic Transfer Switches Modernization and Manual Transfer Switches Retrofit Project	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$12,066,000	Funding source: Capital Project No. 8A040
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Approve the proposed capital project and authorize Public Works to deliver the project using Board-approved Job Order Contracts.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The Olive View-UCLA Medical Center is located in the neighborhood of Sylmar in the City of Los Angeles and provides healthcare services to the communities of San Fernando Valley and North County region.</p> <p>The proposed project consists of the replacement of the existing Automatic Transfer Switches governing the emergency power system within the hospital and the refurbishment of the Central Plant Manual Transfer Switches for the main electrical high voltage switchboard. The project will provide new modern replacement equipment to ensure the hospital's continued reliable back-up power system.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to update and provide efficient County workforce environments, which will lead to improved productivity.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov .	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

June 4, 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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
AUTOMATIC TRANSFER SWITCHES MODERNIZATION
MANUAL TRANSFER SWITCHES RETROFIT PROJECT
APPROVE PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
CAPITAL PROJECT NO. 8A040
FISCAL YEAR 2023-24
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Olive View-UCLA Medical Center Automatic Transfer Switches and Modernization and Manual Transfer Switches Retrofit Project and budget, approval of the associated appropriation adjustment, and authorization to deliver the proposed project using Board-approved Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Olive View-UCLA Medical Center Automatic Transfer Switches Modernization and Manual Transfer Switches Retrofit Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Establish and approve the Olive View-UCLA Medical Center Automatic Transfer Switches Modernization and Manual Transfer Switches Retrofit Project, Capital Project No. 8A040, with a total project budget of \$12,066,000.
3. Approve the Fiscal Year 2023-24 appropriation adjustment to allocate \$645,000 from the Department of Health Services' Enterprise Fund-Committed for the Department of Health Services to fund the projected Fiscal Year 2023-24 expenditures for the Olive View-UCLA Medical Center Automatic Transfer Switches Modernization and Manual Transfer Switches Retrofit Project, Capital Project No. 8A040.
4. Authorize the Director of Public Works or his designee to use Board-approved Job Order Contracts for the construction of the Olive View-UCLA Medical Center Automatic Transfer Switches Modernization and Manual Transfer Switches Retrofit Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to seek Board approval to find the Olive View-UCLA Medical Center (OV-UCLA MC) Automatic Transfer Switches (ATS) Modernization and Manual Transfer Switches (MTS) Retrofit Project exempt from the California Environmental Quality Act (CEQA); approve the project and budget, and appropriation adjustment; and authorize Public Works to deliver the proposed project using Board-approved Job Order Contracts (JOC).

Background

The Olive View-UCLA Medical Center is located at 14445 Olive View Drive in the neighborhood of Sylmar in the City of Los Angeles and provides healthcare services to the communities of San Fernando Valley and North County region. A feasibility study was conducted, determining that the hospital's ATS and the Central Plant's MTS have reached the end of their operational lifespan and require complete replacement. The replacement of the ATS and MTS is critical in ensuring the continued and reliable operation of the hospital's emergency power system. The project would provide updated ATS and MTS equipment to ensure the hospital's continued safe operation with new modern equipment that can be serviced for the foreseeable future.

The proposed project consists of the replacement of the existing ATS governing the emergency power system within the hospital and the refurbishment of the Central Plant MTS for the main electrical high voltage switchboard. The approach to executing the project involves having it designed, reviewed, and approved as a whole by the California

Department of Health Care Access and Information but implemented through two scopes of construction work.

The scope of construction work are proposed to be delivered in the following sequence to avoid impacts to hospital operations: 1) Replacement of the existing hospital's ATS, which will begin in October 2024 at a construction cost of \$5,100,000; and 2) Refurbishment of the existing Central Plant's MTS, which will begin in November 2025 at a construction cost of \$3,857,000.

Each component of the project will be delivered using Board approved JOCs to expedite construction. The monetary value of each scope will not exceed the maximum JOC value. The total construction cost for the two proposed components is estimated at \$8,957,000.

Upon the Board's approval of the recommended actions, construction of the project will begin in October 2024 and be substantially completed in March 2027.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy II, Improve Health Outcomes, by promoting comprehensive and inclusive care through investments in public healthcare infrastructure that enhance the quality and delivery of healthcare services to Los Angeles County residents; and North Star 2, Realize tomorrow's government today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy II, Modernize Infrastructure, by evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure. These recommended actions support the Strategic Plan by investing in public healthcare infrastructure improvements that will enhance the quality and delivery of healthcare services to the residents in the County of Los Angeles, in particular the North County region.

FISCAL IMPACT/FINANCING

The total project budget is estimated at \$12,066,000, which includes design, plan check, consultant services, construction, change order contingency, and County services. The project schedule and budget are included in Enclosure A. The Department of Health Services (DHS) has previously paid \$166,000 for assessment fees through the DHS operating budget.

Board approval of Fiscal Year 2023-24 appropriation adjustment (Enclosure B) will allocate \$645,000 from the DHS' Enterprise Fund-Committed for DHS to fund the projected Fiscal Year 2023-24 expenditures for the OV-UCLA MC ATS Modernization and MTS Retrofit Project, Capital Project No. 8A040. DHS will provide funding in the future budget phases, as needed, to fund the remaining project budget. There is no net County cost impact associated with the recommendations.

Operating Budget Impact

Following completion of the proposed project, DHS will request and fund the associated ongoing annual maintenance and operational costs, as needed, with departmental resources in future budget phases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the project consists of the repair and replacement of building systems and are, therefore, exempt from the policy.

The JOCs are subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

The project supports the Board's Green Building/Sustainable Design Program by implementing energy efficient lighting that will comply with California Title 24.

ENVIRONMENTAL DOCUMENTATION

The proposed ATS Modernization and MTS Retrofit project is categorically exempt from the provisions of CEQA. The project scope is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (a), (d), and (f); and Section 15302 (c) of the State CEQA Guidelines and Classes 1 (c), (d), (h), and (i); and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

The project provides for interior repair and upgrade of existing facilities replacement of existing systems involving negligible or no expansion of an existing use. Replacement equipment will have the same purpose and capacity as the equipment being replaced.

In addition, based on the records of the project, it will comply with all applicable regulations, the project is not located in a sensitive environment, there are no cumulative

impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists complied pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption for the project with the Registrar-Recorder/County Clerk and with the State Clearinghouse at the Governor's Office of Planning and Research in accordance with Section 21152 of the California Public Resources Code and will post the notice to the County's website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works used a Board-approved, on-call consultant to complete the design for the proposed project and is requesting Board authorization to complete the construction using Board-approved JOCs.

The project work includes renovation and refurbishment and Public Works has made the determination that the use of JOC is the most appropriate contracting method to deliver the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed project will be delivered in phases to avoid impacts to patient care at the OV-UCLA MC. Patient care services will remain fully operational during construction. All critical work will be completed in phases and during nonpeak periods to minimize disruptions to patient services.

The Honorable Board of Supervisors
June 4, 2024
Page 6

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:sl

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Health Services (Capital Projects Division)

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
AUTOMATIC TRANSFER SWITCHES MODERNIZATION
MANUAL TRANSFER SWITCHES RETROFIT PROJECT
APPROVE PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
CAPITAL PROJECT NO. 8A040
FISCAL YEAR 2023-24
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Feasibility Study	6/30/2023*
Design	6/30/2024
Jurisdictional Approvals	9/30/2024
Construction Start	10/1/2024
Substantial Completion	3/30/2027
Final Acceptance	6/30/2027

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Construction	\$ 7,797,000
Contingency	\$ 1,160,000
Hard Cost Subtotal	\$ 8,957,000
Plans and Specification	\$ 680,000
Consultant Services	\$ 430,000
Miscellaneous Expenditure	\$ 50,000
Jurisdictional Review/Plan Check/Permits	\$ 200,000
County Services	\$ 1,749,000
Soft Cost Subtotal	\$ 3,109,000
TOTAL	\$12,066,000

June 4, 2024

PINK

BOARD OF SUPERVISORS
OFFICIAL COPY

BA FORM 10142022

March 20, 2024

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	645,000	DHS ENTERPRISE FUND MN2-HS-6100-60070 OTHER FINANCING USES INCREASE APPROPRIATION	645,000
OLIVE VIEW-UCLA MEDICAL CENTER ENTERPRISE FUND MN3-HO-96-9911-60050 OPERATING TRANSFERS IN INCREASE REVENUE	645,000	OLIVE VIEW-UCLA MEDICAL CENTER ENTERPRISE FUND MN3-HO-96-9912-60050 OPERATING SUBSIDY - GENERAL FUND DECREASE REVENUE	645,000
ENT SUB - OLIVE VIEW-UCLA MEDICAL CENTER A01-AC-6100-21200-21232 OTHER FINANCING USES DECREASE APPROPRIATION	645,000	OLIVE VIEW-UCLA MEDICAL CENTER OV-UCLA MC ATS MODERNIZATION AND MTS RETROFIT A01-CP-6014-64030-8A040 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	645,000
SOURCES TOTAL	\$ 1,935,000	USES TOTAL	\$ 1,935,000

JUSTIFICATION

This budget adjustment of \$645,000 is necessary to fund Capital Project No. 8A040, Olive View-UCLA Medical Center Automatic Transfer Switches Modernization and Manual Transfer Switches Retrofit project, from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2023-24.

Jean Lo

Digitally signed by Jean Lo
Date: 2024.03.20 12:33:55 -07'00'

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

Lan Sam
Digitally signed by Lan Sam
Date: 2024.03.21 08:27:40 -07'00'

BY

DATE

3/21/24

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Erika Bonilla

BY

DATE

Digitally signed by Erika Bonilla
Date: 2024.03.26 09:54:21 -07'00'

3/26/24

B.A. NO. **196**