



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: October 9, 2024

TIME: 11:30 a.m. – 1:30 p.m.

MEETING CHAIR: Angelica Ayala, 3rd Supervisorial District

CEO MEETING FACILITATOR: Atineh Sepanian

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

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. **DPH:** Authorization to Accept and Sign Grant Agreement Number 24-10287 and Future Agreements and/or Amendments from the California Department of Public Health for Core HIV/AIDS Surveillance Activities (#07822)
 - b. **DPW/DHS/DMH:** Harbor-UCLA MC Replacement Program – approve four construction change orders.

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

- a. **DHS:** Approval of Administrative Actions to Streamline Contract Actions for No-Cost Agreements, Stand-Alone Business Associate Agreements, Data Use Agreements, and Amendments for Assignments and Delegations and name Changes that Support the Department of Health Services.
- b. **DPW/DHS** - Martin Luther King, Jr. Medical Campus, Clinical Laboratory and Red-Bag Storage Project (CP 69857) – Approve revised project budget, approve an appropriation adjustment, and authorize PW to execute three change orders with AWI Builders, Inc.

IV. **Discussion Item(s):**

- a. **DMH:** Community Assistance, Recovery and Empowerment Act (CARE)
Program Update

V. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

VI. 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.

VII. Public Comment

VIII. Adjournment

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	10/9/2024	
BOARD MEETING DATE	10/22/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	Provide authorization to accept and sign Grant Agreement Number 24-10287 (Grant) from the California Department of Public Health (CDPH) in the amount of \$10,443,740, for the period of July 1, 2024 through June 30, 2029, for the continuation of Core HIV/AIDS Surveillance Activities within Los Angeles County.	
PROGRAM	Division of HIV and STD Programs (DHSP)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If yes, please explain why:	
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 Grant is effective July 1, 2024. Public Health requests approval to ensure the continuation of HIV/AIDS surveillance activities in Los Angeles County.	
COST & FUNDING	Total cost: \$10,443,470	Funding source: CDPH Center for Infectious Diseases, Office of AIDS
	TERMS (if applicable): July 1, 2024 through June 30, 2029.	
	Explanation: Supports the extension of the new five-year grant cycle for Core HIV Surveillance activities	
PURPOSE OF REQUEST	To accept and sign Grant issued on July 8, 2024, from the CDPH, in the amount of \$10,443,740, for the period of July 1, 2024 through June 30, 2029 to support Core HIV/AIDS Surveillance activities in Los Angeles County. HIV/AIDS surveillance activities provide precise and timely information necessary to identify ongoing patterns of infection and to measure the burden of the disease.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Acceptance of this Grant will allow Public Health to continue conduct HIV/AIDS surveillance activities. HIV/AIDS surveillance data provides essential information to describe and monitor trends in infection among geographic and socio-economic groups, allocate resources, and develop more effective policies.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #2. Alliance for Health Integration; reduce health inequities and integrate services across health services and public health to assist client's access core HIV care services including mental health	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ol style="list-style-type: none"> Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, jbobrowsky@ph.lacounty.gov Mario Perez, Director, Division of HIV and STD Programs (213) 351-8001, mjperez@ph.lacounty.gov Emily Issa, Senior Deputy County Counsel (213) 974-1827, Elssa@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

October 22, 2024

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

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

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND SIGN GRANT AGREEMENT
NUMBER 24-10287 AND FUTURE AGREEMENTS AND/OR AMENDMENTS
FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR
CORE HIV/AIDS SURVEILLANCE ACTIVITIES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Provide authorization to accept and sign Grant Agreement Number 24-10287 and/or future agreements and/or amendments from the California Department of Public Health to support Core HIV/AIDS Surveillance Activities within Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to accept and sign Exhibit I, Grant Agreement Number 24-10287 (Grant) to support Core HIV/AIDS Surveillance activities within Los Angeles County (LAC) received from the California Department of Public Health (CDPH) on July 8, 2024, in the amount of \$10,443,740, for the period of July 1, 2024, through June 30, 2029. The general terms and conditions that are incorporated into the Grant include provisions requiring the County to indemnify the State for all claims and losses related to the Grant.

2. Delegate authority to the Director of Public Health, or designee, to accept future grants, agreements, and/or amendment(s) consistent with the requirements of the CDPH Grant referenced in Recommendation 1 that extend the term at amounts to be determined by CDPH, and/or provide an increase or decrease in funding, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to accept future amendments that are consistent with the requirements of the CDPH Grant that reflect non-material and/or ministerial revisions to the terms and conditions and allow for the rollover of unspent funds and/or redirection of funds, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to accept and sign the Grant to support the continuation of Core HIV/AIDS Surveillance activities.

HIV/AIDS surveillance activities provide precise and timely information necessary to identify ongoing patterns of infection and to measure the burden of the disease. HIV/AIDS surveillance data provides essential information to describe and monitor trends in infection among geographic and socio-economic groups, plan programs serving infected and affected communities, allocate resources, and develop more effective policies. Approval of the Grant will allow Public Health staff to continue core surveillance activities that will enhance active and passive Core HIV/AIDS case surveillance in health and social service settings; improve the timeliness, accuracy and reliability of local HIV/AIDS case data; investigate reported HIV/AIDS cases in order to establish an accurate mode of HIV transmission; and in conjunction with CDPH staff, conduct investigations of cases of public health importance, as needed.

Approval of Recommendation 2 will allow Public Health to accept future grant agreements, and/or amendments that are consistent with the requirements of the CDPH Grant to extend the term at amounts determined by the CDPH, and/or provide an increase or decrease in funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 3 will allow Public Health to accept future amendments that are consistent with the requirements of the CDPH Grant that reflect non-material or ministerial revisions to the terms and conditions, roll over unspent funds, and/or redirection of funds.

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

Public Health will accept the Grant from CDPH for Core HIV/AIDS surveillance activities in the amount of \$10,443,740, consisting of an annual maximum obligation of \$2,088,748.

Funding is included in Public Health's fiscal year (FY) 2024-2025 Final Adopted Budget 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 1989, your Board has accepted funds for Core HIV/AIDS Surveillance services. Core HIV/AIDS surveillance funding is a non-competitive award based on HIV incidence and prevalence cases.

The Grant includes a provision requiring the County to indemnify the State for all claims and losses related to the Grant. This is a standard requirement from the State and cannot be waived or modified. Public Health has been advised by CEO Risk Management and County Counsel of the risk associated with this provision. These risks are acceptable in light of the need of these services and the resulting benefit of public health.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow for the continued provision of ancillary services to eligible residents of LAC living with HIV and the continuation of core surveillance activities.

Respectfully submitted,

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

BF:vt
BL#07822

Enclosure

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

California HIV Surveillance Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Los Angeles, hereinafter “Grantee”

Implementing the “HIV Surveillance”, hereinafter “Project”

GRANT AGREEMENT NUMBER 24-10287

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

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code. The Legislature authorized in the Health & Safety Code (HSC) Section 131019 the CDPH, Office of AIDS (OA) as the lead agency within the State responsible for coordinating state programs, services and activities related to HIV and Acquired Immune Deficiency Syndrome (AIDS). HSC 131085 (a) and (b) authorize the CDPH to enter into grants to perform public health activities.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is for the Grantee to administer the HIV Surveillance Program (HSP) and to ensure the implementation of Human Immunodeficiency Virus (HIV) surveillance activities. The Grantee will plan, develop, and implement all aspects of HIV surveillance in their jurisdiction.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$10,443,740.00

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2024 and terminates on June 30, 2029. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2029.

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

California Department of Public Health	County of Los Angeles
Kimberly Ferreira, Assistant Chief Surveillance and Prevention Evaluation and Reporting Branch 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95899-7426 Telephone: (916) 842-0965 Email: kimberly.ferreira@cdph.ca.gov	Virginia Takeuchi 600 South Commonwealth Ave., 10th Floor Los Angeles CA 90005 Telephone: (213) 351-8142 Email: vhu@ph.lacounty.gov

Direct all inquiries to the following representatives:

California Department of Public Health	County of Los Angeles
Kimberly Ferreira, Assistant Chief Surveillance and Prevention Evaluation and Reporting Branch 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95899-7426 Telephone: (916) 842-0965 Email: kimberly.ferreira@cdph.ca.gov	Virginia Takeuchi 600 South Commonwealth Ave., 10th Floor Los Angeles CA 90005 Telephone: (213) 351-8142 Email: vhu@ph.lacounty.gov

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

Remittance Address
County of Los Angeles Noelene Kao P.O. Box 1859 Sacramento CA 95812 Telephone: (323) 659-6080 Email: nkao@ph.lacounty.gov

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

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

EXHIBIT A LETTER OF AWARD
EXHIBIT A1 LIST OF ALLOCATIONS
EXHIBIT A2 FUNDING ALLOCATION PROCESS
EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
EXHIBIT C STANDARD GRANT CONDITIONS*
EXHIBIT D ADDITIONAL PROVISIONS
EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIREMENTS
EXHIBIT F CONTRACTOR'S RELEASE

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

GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

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

Executed By:

Date: _____

Barbara Ferrer, Ph.D., M.P.H., M.Ed., Director
County of Los Angeles, Dept of Public Health
313 North Figueroa Street, Room 806
Los Angeles, CA 90012

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health 1616
Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804 Sacramento,
CA 95899-7377



State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer



GAVIN NEWSOM
Governor

March 1, 2024

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: FY 2024-25 HIV SURVEILLANCE PROGRAM

The California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the availability of \$6.67 million in State General Funds in fiscal year (FY) 2024-2025 for local HIV surveillance programs. HIV surveillance program activities focus on five goals:

1. **Maintain infrastructure for HIV surveillance** by establishing and maintaining HIV case surveillance in health, medical, public health, and social service settings, including laboratories and HIV testing sites such that HIV case reporting to the local health department occurs in a timely and complete fashion;
2. **Collect and submit accurate, complete, and timely HIV surveillance data to Office of AIDS.** Collect HIV surveillance data that meet all data requirements set forth by the OA and the Centers for Disease Control and Prevention (CDC), and submit those data to the OA in a timely fashion;
3. **Maintain data security and confidentiality.** Protect patient privacy and confidentiality by ensuring that protected health information is stored and disclosed only in a manner consistent with California and federal laws and regulations, and OA policies and procedures;
4. **Program management and coordination.** Conduct HIV surveillance activities in a manner consistent with administrative, fiscal, budgetary, and program guidance from CDPH, OA, and CDC that ensure program management and coordination;
5. **Collaborate with partners to respond to the HIV epidemic** to facilitate sharing data and resources to support progress toward meeting California's Integrated Plan goals and objectives.



These funds will be available to the HIV surveillance program on a yearly basis from July 1, 2024 – June 30, 2029. The amount of funding allocated is on an annual basis through a non-competitive formula. The [Surveillance Program Funding Allocation Process](#) includes the annual allocation amounts for specific jurisdictions.

The funds must be used to provide allowable HIV surveillance program activities at the local level. For guidance, please see the [HIV Surveillance Program Scope of Work](#). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by June 1, 2024. The documents should be e-mailed to HIV.Surveillance@cdph.ca.gov. Please note that no funds are secured until the contract is fully executed.

We look forward to collaborating with you to conduct effective surveillance of the California HIV epidemic. If you have any questions, please email HIV.Surveillance@cdph.ca.gov or Kimberly Ferreira at Kimberly.Ferreira@cdph.ca.gov.

Sincerely,



Deanna A. Sykes, PhD
Chief, Surveillance and Prevention Evaluation and Reporting Branch
Office of AIDS
California Department of Public Health

cc: Kimberly Ferreira
Assistant Branch Chief
Surveillance and Prevention Evaluation and Reporting Branch
Office of AIDS
California Department of Public Health

Jamie Katayanagi, Chief
Quality Management Unit
Surveillance Section
Surveillance and Prevention Evaluation and Reporting Branch
Office of AIDS
California Department of Public Health

Exhibit A2 Funding Allocation Process

The Office of AIDS (OA) will allocate \$6.67 million in Fiscal Year (FY) 2024-2025 State General Fund to local health jurisdictions (LHJs) for local HIV Surveillance Programs. OA will use the following formula for FY 2024-25:

The allocation formula is based upon the following factors:

- New diagnoses for past 5 years (2017-2021); and
- Living cases at most recent year end (2021)

Funding Minimum:

OA will implement a minimum allocation of \$3,000 for the rest of the LHJs. The ten LHJs receiving the minimum allocation: *Alpine, Colusa, Glenn, Mariposa, Modoc, Mono, Plumas, Sierra, Tehama, and Trinity.*

OA will apply the following stabilization measures:

1. Funding Cap (CAP): OA will implement a funding cap, which is a **maximum** funding level placed on each LHJ, set at 106 percent of the FY 2023-24 allocation. The fifteen LHJs impacted by the funding cap: *Fresno, Imperial, Kern, Los Angeles, Merced, Placer, Riverside, Sacramento, San Benito, San Bernardino, San Joaquin, Stanislaus, Tulare, Ventura and Yolo.*
2. Hold Harmless Provision:
OA will distribute funds to other LHJs so that the **minimum** funding level is 96 percent of the FY 2023-24 allocation. Thirty LHJs are allocated funds due to the hold harmless provision.

Six LHJs receive their unadjusted formula amount: *Alameda, Napa, Pasadena, Santa Barbara, Solano, and Sutter.*

FY 2024/25 HIV Surveillance Program Funding Allocation

County/City	FY 23/24 Allocation	FY 24/25 Unadjusted Allocation via formula (no cap, HH, or min.)	Unadjusted Allocation % of FY 23/24 Allocation	FINAL FY 24/25 Adjusted Allocation	FINAL Adjusted Allocation % of Unadjusted	FINAL Adjusted Allocation % of FY 23/24 Allocation	Summary Action
Alameda	\$ 285,286	\$ 272,692	95.6%	\$ 271,514	99.6%	95%	Formula
Alpine	\$ -	\$ 47	-	\$ 3,000	6383.0%	-	Minimum
Amador	\$ 6,015	\$ 4,994	83.0%	\$ 5,654	113.2%	94%	HH
Berkeley	\$ 27,342	\$ 18,292	66.9%	\$ 25,701	140.5%	94%	HH
Butte	\$ 25,343	\$ 13,345	52.7%	\$ 23,822	178.5%	94%	HH
Calaveras	\$ 5,334	\$ 2,452	46.0%	\$ 5,013	204.4%	94%	HH
Colusa	\$ 3,000	\$ 2,210	73.7%	\$ 3,000	135.7%	100%	Minimum
Contra Costa	\$ 172,681	\$ 140,330	81.3%	\$ 162,320	115.7%	94%	HH
Del Norte	\$ 3,334	\$ 1,382	41.5%	\$ 3,133	226.7%	94%	HH
El Dorado	\$ 12,561	\$ 10,358	82.5%	\$ 11,807	114.0%	94%	HH
Fresno	\$ 90,643	\$ 149,002	164.4%	\$ 95,990	64.4%	106%	Cap
Glenn	\$ 3,000	\$ 913	30.4%	\$ 3,000	328.6%	100%	Minimum
Humboldt	\$ 12,004	\$ 11,324	94.3%	\$ 11,283	99.6%	94%	HH
Imperial	\$ 19,193	\$ 31,459	163.9%	\$ 20,325	64.6%	106%	Cap
Inyo	\$ 4,668	\$ 1,230	26.3%	\$ 4,387	356.7%	94%	HH
Kern	\$ 122,859	\$ 174,105	141.7%	\$ 130,107	74.7%	106%	Cap
Kings	\$ 18,007	\$ 12,834	71.3%	\$ 16,926	131.9%	94%	HH
Lake	\$ 10,003	\$ 5,732	57.3%	\$ 9,402	164.0%	94%	HH
Lassen	\$ 5,334	\$ 932	17.5%	\$ 5,013	537.9%	94%	HH
Long Beach	\$ 243,065	\$ 177,467	73.0%	\$ 228,481	128.7%	94%	HH
Los Angeles	\$ 1,972,378	\$ 2,223,227	112.7%	\$ 2,088,748	94.0%	106%	Cap
Madera	\$ 16,006	\$ 13,994	87.4%	\$ 15,045	107.5%	94%	HH
Marin	\$ 51,353	\$ 30,648	59.7%	\$ 48,271	157.5%	94%	HH
Mariposa	\$ 3,000	\$ 1,084	36.1%	\$ 3,000	276.8%	100%	Minimum
Mendocino	\$ 13,337	\$ 7,536	56.5%	\$ 12,536	166.3%	94%	HH
Merced	\$ 18,049	\$ 31,724	175.8%	\$ 19,113	60.2%	106%	Cap
Modoc	\$ 2,820	\$ 71	2.5%	\$ 3,000	4225.4%	106%	Minimum
Mono	\$ 3,000	\$ 336	11.2%	\$ 3,000	892.9%	100%	Minimum
Monterey	\$ 47,999	\$ 43,119	89.8%	\$ 45,119	104.6%	94%	HH
Napa	\$ 13,251	\$ 12,952	97.7%	\$ 12,896	99.6%	97%	Formula
Nevada	\$ 6,669	\$ 6,196	92.9%	\$ 6,268	101.2%	94%	HH
Orange	\$ 425,502	\$ 382,602	89.9%	\$ 399,971	104.5%	94%	HH
Pasadena	\$ 26,792	\$ 27,287	101.8%	\$ 27,169	99.6%	101%	Formula
Placer	\$ 15,040	\$ 20,825	138.5%	\$ 15,927	76.5%	106%	Cap
Plumas	\$ 3,000	\$ 1,008	33.6%	\$ 3,000	297.6%	100%	Minimum
Riverside	\$ 293,218	\$ 441,763	150.7%	\$ 310,517	70.3%	106%	Cap
Sacramento	\$ 218,266	\$ 239,914	109.9%	\$ 231,143	96.3%	106%	Cap
San Benito	\$ 3,180	\$ 4,062	127.7%	\$ 3,367	82.9%	106%	Cap
San Bernardino	\$ 256,250	\$ 330,049	128.8%	\$ 271,368	82.2%	106%	Cap
San Diego	\$ 660,768	\$ 618,660	93.6%	\$ 621,121	100.4%	94%	HH
San Francisco	\$ 715,084	\$ 433,268	60.6%	\$ 672,178	155.1%	94%	HH
San Joaquin	\$ 83,479	\$ 95,300	114.2%	\$ 88,404	92.8%	106%	Cap
San Luis Obispo	\$ 33,345	\$ 18,368	55.1%	\$ 31,344	170.6%	94%	HH
San Mateo	\$ 89,634	\$ 77,919	86.9%	\$ 84,255	108.1%	94%	HH
Santa Barbara	\$ 34,678	\$ 36,439	105.1%	\$ 36,282	99.6%	105%	Formula
Santa Clara	\$ 232,038	\$ 194,348	83.8%	\$ 218,115	112.2%	94%	HH
Santa Cruz	\$ 28,010	\$ 21,824	77.9%	\$ 26,329	120.6%	94%	HH
Shasta	\$ 13,985	\$ 7,849	56.1%	\$ 13,145	167.5%	94%	HH
Sierra	\$ 3,000	\$ 217	7.2%	\$ 3,000	1382.5%	100%	Minimum
Siskiyou	\$ 4,668	\$ 2,324	49.8%	\$ 4,387	188.8%	94%	HH
Solano	\$ 63,257	\$ 64,265	101.6%	\$ 63,988	99.6%	101%	Formula
Sonoma	\$ 74,029	\$ 56,681	76.6%	\$ 69,587	122.8%	94%	HH
Stanislaus	\$ 45,123	\$ 53,998	119.7%	\$ 47,785	88.5%	106%	Cap
Sutter	\$ 7,520	\$ 7,560	100.5%	\$ 7,527	99.6%	100%	Formula
Tehama	\$ 3,000	\$ 2,826	94.2%	\$ 3,000	106.2%	100%	Minimum
Trinity	\$ 3,000	\$ 454	15.1%	\$ 3,000	660.8%	100%	Minimum
Tulare	\$ 30,081	\$ 36,922	122.7%	\$ 31,855	86.3%	106%	Cap
Tuolumne	\$ 4,668	\$ 1,765	37.8%	\$ 4,387	248.6%	94%	HH
Ventura	\$ 65,776	\$ 70,890	107.8%	\$ 69,656	98.3%	106%	Cap
Yolo	\$ 14,672	\$ 18,572	126.6%	\$ 15,537	83.7%	106%	Cap
Yuba	\$ 6,015	\$ 4,639	77.1%	\$ 5,654	121.9%	94%	HH
Total	\$ 6,674,612	\$ 6,674,585		\$ 6,679,872			

0	No Case County/City Unadjusted
6	Formula County/City Funding
15	Cap County/City Minimum
10	Allocation County/City Hold
30	Harmless County/City Total
61	Counties/Cities

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to HIV.Surveillance@cdph.ca.gov.
- C. Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

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

EXHIBIT C

STANDARD GRANT CONDITIONS

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

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

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

19. STATE-FUNDED RESEARCH GRANTS:

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

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

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

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

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E
Information Privacy and Security Requirements

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

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government code section 7920.530, or is exempt from disclosure under any of the provisions of Section 7920.000, et seq. of the California Government code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein):
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

Exhibit E
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CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
4. a description of the probable and proximate causes of the breach or security incident; and
5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

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Information Privacy and Security Requirements

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

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

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

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Information Privacy and Security Requirements

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

Exhibit E
Information Privacy and Security Requirements

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. *Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. *Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. *Encryption.*

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

Exhibit E
 Information Privacy and Security Requirements

- D. Antivirus software.** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. Patch Management.** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) “Critical” severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; “High” severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.
- F. User Identification and Access Control.** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor workforce members are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID’s must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	<ul style="list-style-type: none"> - Memorized Secret - Look-Up Secret - Out-of-Band Devices - Single-Factor One-Time Password (OTP) Device - Multi-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device 	<ul style="list-style-type: none"> - Multi-Factor OTP Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret <p>plus:</p> <ul style="list-style-type: none"> - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device 	<ul style="list-style-type: none"> - Multi-Factor Cryptographic Device - Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

Exhibit E
 Information Privacy and Security Requirements

- G. **CDPH PCI Destruction.** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor’s systems and facilities using the appropriate guidelines for each media type as described in the prevailing “National Institute of Standards and Technology – Special Publication 800-88” – “Media Sanitization Decision Matrix.”
- H. **Reauthentication.** Contractor’s computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	AAL 2	AAL 3
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
- When roles change
- When the execution of privileged function occurs (e.g., performing a critical transaction)

- I. **Warning Banners.** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. **System Logging.** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. **Live Data Usage.** Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be used. If synthetic data cannot be generated and/or used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.
- L. **Privileged Access Management (PAM).** Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

Exhibit E
Information Privacy and Security Requirements

M. *Intrusion Detection.* All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

A. *System Security Review.* Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. *Change Control.* All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. *Emergency Mode Operation Plan.* Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. *CDPH PCI Backup Plan.* Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. *Supervision of CDPH PCI.* CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. *Escorting Visitors.* Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. *Removal of CDPH PCI.* CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

D. *Faxing and Printing.* Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

Exhibit E
Information Privacy and Security Requirements |

- E. *Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 24-10287 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): County of Los Angeles

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/9/2024	
BOARD MEETING DATE	10/22/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input 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 Works, Health Services, Mental Health	
SUBJECT	CP Harbor-UCLA Medical Center Replacement Program, Approve Construction Change Orders 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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Construction on the change order work needs to commence in October 2024 to avoid delays to the Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program Outpatient/Support Building and Inpatient Tower.	
COST & FUNDING	Total cost: \$5,240,000	Funding source: Project is debt financed through short-term Notes, long-term Bonds, or a combination of both types of financing mechanisms. There is sufficient funding in the \$1,755,000,000 project budget approved by the Board on June 25, 2024, to cover the cost of the proposed change orders.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to execute four construction change orders with Hensel Phelps Construction Company for a combined total not-to-exceed amount of \$5,240,000.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On February 8, 2022, the Board approved a total project budget of \$1,695,000,000 and a Design-Build Agreement with Hensel Phelps. Between March 2022 and April 2024, the Board approved a total of 13 construction change orders with a combined total not-to-exceed value of \$36,180,000. On June 25, 2024, the Board approved the revised project budget of \$1,755,000,000, an increase of \$60,000,000 from the previous Board-approved amount of \$1,695,000,000. Design and construction of the H-UCLA MC Replacement Program is ongoing and on schedule to be completed by August 2027.</p> <p>The first proposed change order in this Board letter will provide double-ended electrical substation configuration for distribution of 480-volt power in a redundant fashion at the Outpatient/Support Building. The second proposed change order will add a second, redundant normal power feed between the electrical substations and Intermediate Distribution Frame Rooms at the Outpatient/Support Building to provide an alternate source of power in case of unexpected equipment failure in the system. The third proposed change order will remove approximately 38,000 cubic yards of contaminated soil encountered in the footprint of the new Inpatient Tower and dispose of it at a specialty facility in lieu of standard disposal or reuse at the site. The fourth proposed change order will bring on a Building Automation System Network Integrator for all new buildings under the approved H-UCLA MC Replacement Program and will provide new backbone fiber in underground conduits from the Central Utility Plant to all new buildings for Building Automation System connectivity.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project will ensure that medical and mental health services continue to be provided to a community that has been historically underserved.	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 2 - Health Integration/Alliance for Health Integration by consolidating all inpatient and outpatient clinical and mental health services on the H-UCLA MC.
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:

October 22, 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-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HARBOR-UCLA MEDICAL CENTER
REPLACEMENT PROGRAM
APPROVE CONSTRUCTION CHANGE ORDERS
CAPITAL PROJECT NO. 67965
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute four construction change orders with Hensel Phelps Construction Company for the Harbor-UCLA Medical Center Replacement Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the scope of work to be carried out by the proposed change orders is within the scope of the environmental impacts analyzed in the previously certified Final Environmental Impact Report and subsequent Addenda Nos. 1, 2, and 3 for the Harbor-UCLA Medical Center Campus Master Plan.
2. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$1,990,000, to provide double-ended electrical substation configuration for distribution of 480-volt power in a redundant fashion at the Outpatient/Support Building.

3. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$1,110,000, to provide a redundant source of electrical power to Intermediate Distribution Frame Rooms at the Outpatient/Support Building.
4. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$1,250,000, to remove and dispose of contaminated soil encountered during excavation for the Inpatient Tower.
5. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$890,000, to provide the Campus Network Integrator services and infrastructure for the programwide Building Automation System.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to seek Board approval to find that the scope of work in the proposed change orders is within the scope of the impacts analyzed in the County's previously certified Final Environmental Impact Report (FEIR) and subsequent Addenda Nos. 1, 2, and 3; and authorize Public Works to execute four change orders, for a combined total not-to-exceed amount of \$5,240,000, within the Board-approved project budget of \$1,755,000,000, with Hensel Phelps Construction Company.

Background

Senate Bill 1953 mandates that all California General Acute-Care Hospitals meet structural and nonstructural seismic strengthening requirements by January 1, 2030. The previously approved Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program will not only bring the hospital into compliance with the mandate, but also consolidate inpatient and outpatient services into new buildings that optimize operational effectiveness, reduce operation and maintenance costs, provide outpatient facilities that accommodate planned patient visits, implement sustainability, and create a campus designed for the wellbeing of patients and staff.

The program includes construction of an Outpatient/Support Building, which includes 234 exam rooms that are distributed across three floors. The clinics are arrayed throughout the floors to promote an integrated care model that meets patients complex care needs.

The program also includes construction of an Inpatient Tower Building with 347 inpatient beds, including 36 psychiatric beds, new psychiatric emergency department, and permanent rooftop helistop. The current hospital is licensed at 453 beds and runs an average daily census of 312 patients. The hospital's census has steadily increased over the past four years. The industry standard is to estimate census at 85 percent of licensed bed capacity; using this calculation, the proposed licensed capacity of 347 beds is necessary to meet patient demand.

Additionally the program includes construction of a 1,500-stall above-grade parking structure; a new Central Utility Plant to serve new buildings under the jurisdiction of the California Department of Health Care Access and Information; a new Support Services Building for the campus Information Technology and Facilities staff; a new Regional Laboratory; and related make-ready work, such as several new surface parking lots, a 66-kilovolt electrical substation, a 12-kilovolt electrical building, and tenant improvements.

On February 8, 2022, the Board approved a total project budget of \$1,695,000,000 for the H-UCLA MC Replacement Program. The project budget included a stipulated sum design-build contract with Hensel Phelps for a maximum not-to exceed contract sum of \$1,238,179,000; inclusive of a \$1,112,179,000 stipulated sum contract plus a \$30,000,000 Design Completion Allowance; and a \$96,000,000 Medical Equipment Allowance. The Board also delegated authority to the Director of Public Works or his designee to approve change orders for a maximum of \$750,000 subject to the limits that the aggregate amount of all such delegated authority change orders does not exceed 25 percent of the original contract amount as set forth in Public Contract Code Section 20145.

Between March 2022 and April 2024, the Board approved the execution of a total of 13 change orders for a total not-to-exceed amount of \$36,180,000 to Hensel Phelps. These change orders were within the Board-approved budget for various scopes of work but exceeded Public Works delegated authority of \$750,000.

On June 25, 2024, the Board approved the revised project budget of \$1,755,000,000, an increase of \$60,000,000 from the previous Board-approved amount of \$1,695,000,000, to address design and jurisdictional changes required, unforeseen conditions, and issues related to the Design Builder's Criteria Documents interpretation.

Overall, construction is 36 percent complete. The Support Services Building and the Parking Structure A are substantially completed. Construction of the Outpatient/Support Building, Inpatient Tower, and Regional Lab began in July 2023, June 2024, and August 2024, respectively. Construction of the Central Utility Plant is scheduled to begin

in November 2024. Construction of all buildings is scheduled to be completed by August 2027.

Proposed Change Orders

The recommended actions would approve the following four construction change orders with Hensel Phelps that exceed Public Works delegated authority of \$750,000 but are within the Board-approved project budget of \$1,755,000,000.

Double-Ended Electrical Substations for 480-volt Power Redundancy: The proposed change order is for a \$1,990,000 not-to-exceed amount, to install a second transformer, main breaker, and kirk-key operation at both substations to supply the entire Outpatient/Support Building with redundant electrical power. This would facilitate distribution of the 480-volt power from either substation to the entire building in case of unexpected equipment failure in the system. The double-ended substation would also facilitate the maintenance and replacement of transformers by allowing one of the transformers to take on the entire building load during the maintenance work. This proposed change order would be funded with the construction contingency.

Intermediate Distribution Frame Room Power Redundancy: The proposed change order is for a \$1,110,000 not-to-exceed amount, to add a second, redundant normal power feed, including transformers, electrical panels at every floor, dedicated conduits, and wiring between the electrical substations and Intermediate Distribution Frame Rooms at the Outpatient/Support Building. This would provide an alternate source of power in case of unexpected equipment failure in the system. This proposed change order would be funded with the construction contingency.

Removal of Contaminated Soil: The proposed change order is for a \$1,250,000 not-to-exceed amount, to remove and dispose of approximately 38,000 cubic yards of unforeseen contaminated soil encountered in the footprint of the new Inpatient Tower. This soil, which contains a mixture of asphalt and concrete, must be taken to a specialty facility for disposal in lieu standard disposal or reuse at the site, which would incur additional costs for specialty handling and premium disposal. This proposed change order would be funded with the construction contingency.

Campus Network Integrator Services and Dedicated Building Automation System Site Infrastructure: The proposed change order is for a \$890,000 not-to-exceed amount, to bring on a Building Automation System (BAS) Network Integrator for all new buildings under the approved H-UCLA MC Replacement Program. The BAS is a platform that integrates automation and controls for all building systems. The Network Integrator would

produce a graphic user interface on the BAS software for the control of various building systems monitored by the BAS, coordinate with the commissioning agent to perform adjustments in the software during the commissioning phase, and provide training to Department of Health Services Facilities Management personnel on the operation of the BAS. The proposed scope also includes installation of new backbone fiber in underground conduits from the Central Utility Plant to all new buildings under the replacement program for BAS system connectivity. This proposed change order would be funded with the construction contingency.

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.

By investing in public healthcare infrastructure improvements, it will enhance the quality and delivery of healthcare services to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

Approval of the recommended actions will allow Public Works to issue change orders to Hensel Phelps for a total not-to-exceed amount of \$5,240,000. Public Works has reviewed the change orders and finds their value to be in line with the cost of the work included in the project budget. There is sufficient funding in the \$1,755,000,000 project budget approved by the Board on June 25, 2024, to cover the cost of the proposed change orders. The Enclosure reflects the reallocation of funding for these change orders within the approved project budget.

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

Operating Budget Impact

Following completion of the project, Department of Health Services will request and fund annual ongoing maintenance and operational costs, as needed, with departmental resources in future budget phases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 20137 of the Public Contract Code allows the Board, with a four-fifths vote, to authorize an individual change order to a construction contract that is 10 percent or less of the original contract amount without having to obtain bids for the work. Each of the four proposed change orders are less than 10 percent of the original contract sum and are, therefore, within the statutory threshold.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2002, and last amended on August 4, 2020, the project budget includes a \$2,000,000 Civic Art allocation, which is greater than the \$1,000,000 maximum required by the Board's policy. The \$2,000,000 Civic Art allocation will not be impacted by the proposed change orders.

On December 20, 2016, the Board adopted a new Leadership in Energy and Environmental Development (LEED) policy requiring all new County buildings greater than 10,000 square feet in size to achieve LEED Gold certification. In accordance with this policy, the new buildings are being designed and constructed to achieve LEED Gold Certification with the exception of the parking structure because the United States Green Building Council no longer provides LEED certificates for parking structures. Additionally, the program will continue to support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material, incorporating energy efficient products during construction, and incorporating native, drought-tolerant landscaping.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are within the scope of the impacts analyzed in the FEIR, certified by the Board of Supervisors on December 16, 2016, and subsequent Addenda Nos. 1, 2, and 3 approved on November 10, 2020; November 10, 2020; and February 8, 2022, respectively, and there have been no substantial changes to the project or to the circumstances under which it will be undertaken that require further review or findings under California Environmental Quality Act. These activities, which include the double-ended electrical substation configuration for 480-volt redundancy at Outpatient/Support Building, normal power redundancy to Intermediate Distribution Frame Rooms at Outpatient/Support Building, removal and disposal of the contaminated soil at the Inpatient Tower, and Campus Network Integrator Services and Dedicated BAS Site Infrastructure are within the scope of work approved by the Board on February 8, 2022, and analyzed in the FEIR and certified Addendum No. 3. The Mitigation Monitoring and Reporting Program, Environmental Findings of Fact, and Statement of Overriding Considerations adopted at the time of FEIR certification will continue to apply.

The location and custodian of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is with Public Works, Project Management Division I, 900 South Fremont Avenue, Fifth Floor, Alhambra, CA 91803. The previously certified FEIR and Addenda are available at the location above and can also be viewed online at <https://pw.lacounty.gov/harbor-ucla-rp/>.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk and with the State Office of Planning and Research in accordance with Section 21152 (a) of the California Public Resources Code and will post the Notice of Determination to its website pursuant to Section 21092.2.

CONTRACTING PROCESS

To date, Public Works has executed 19 allowance reallocation contract amendments for a total not-to-exceed amount of \$63,368,363. Additionally, Public Works has executed 89 change orders under delegated change order authority for a total not-to-exceed amount of \$22,037,141. Of the \$36,180,000 in change orders approved in the four previous Board letters, \$16,826,477 is still pending execution.

The proposed four change orders for \$1,990,000; \$1,110,000; \$1,250,000; and \$890,000, not-to-exceed amounts represent 0.16; 0.9; 0.10; and 0.07 percent; respectively, of the original maximum contract sum of \$1,238,179,000. When executed, the change orders will increase the contract sum to \$1,219,650,981 and the maximum contract sum to \$1,265,456,141.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended change orders are within the Design Builders limits of work and will not result in any additional impacts to the current services on the H-UCLA MC Campus.

The Honorable Board of Supervisors
October 22, 2024
Page 8

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:jc

Enc.

c: Department of Arts and Culture (Civic Art Division)
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Health Services (Capital Projects Division)
Department of Mental Health

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HARBOR-UCLA MEDICAL CENTER
REPLACEMENT PROGRAM
APPROVE CONSTRUCTION CHANGE ORDERS
CAPITAL PROJECT NO. 67965
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Scoping Documents	June 2021*
Design-Build Award	February 2022*
Jurisdictional Approvals	Various
Substantial Completion-Parking Structure A	June 2024*
Substantial Completion-Outpatient/Support Building	June 2026
Substantial Completion-Central Plant	May 2027
Substantial Completion-Inpatient Tower	August 2027
Project Acceptance	December 2027

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Budget Category	Board Approved Budget	Changes Under Delegated Authority	Impact of this Action	Revised Project Budget
Design-Build Construction	\$1,211,384,845	\$ 3,026,136	\$ 5,240,000	\$1,219,650,981
Make-Ready Construction	\$ 137,907,872	\$ 0	\$ 0	\$ 137,907,872
Change Order Contingency	\$ 101,437,123	\$(2,774,681)	\$ (5,240,000)	\$ 93,422,442
Civic Arts	\$ 2,000,000			\$ 2,000,000
Stipend	\$ 1,000,000			\$ 1,000,000
Medical Equipment Allowance	\$ 49,792,102	\$ (17,523)		\$ 49,774,579
Design Completion Allowance	\$ 12,857,058			\$ 12,857,058
Plans and Specifications	\$ 51,000,000			\$ 51,000,000
Consultant Services	\$ 137,000,000	\$ (233,932)		\$ 136,766,068
Miscellaneous Expenditures	\$ 1,650,000			\$ 1,650,000
Jurisdictional Review/ Plan Check/Permits	\$ 21,681,000			\$ 21,681,000
County Services	\$ 27,290,000			\$ 27,290,000
TOTAL	\$1,755,000,000	\$ 0	\$ 0	\$1,755,000,000

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

Regular Regular – Dual Signature Ordinance Public Hearing Public Hearing – Dual Action

DATE OF MEETING:	10/22/2024
DEPARTMENT NAME:	PUBLIC WORKS
BOARD LETTERHEAD:	PUBLIC WORKS
SUPERVISORIAL DISTRICT(S) AFFECTED:	1ST <input type="checkbox"/> 2ND <input checked="" type="checkbox"/> 3RD <input type="checkbox"/> 4TH <input type="checkbox"/> 5TH <input type="checkbox"/> ALL <input type="checkbox"/>
VOTES REQUIRED:	4 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	APPROVE <input type="checkbox"/> APPROVE WITH MODIFICATION <input type="checkbox"/> DISAPPROVE <input type="checkbox"/> NONE <input checked="" type="checkbox"/>

*** ENTRY MUST BE IN MICROSOFT WORD ***

*Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources; and effective dates. Include an instruction for the Chair, Chairman, or Director to sign when such signature is required on a document. Also, a short title of the Board letter must be provided. The **title** should be no longer than **20 words** and only identify the main subject matter of the recommended Board action.*

TITLE: Harbor-UCLA Medical Center Replacement Program, Approve Construction Change Orders

Recommendation: Approve and authorize the Director of Public Works to finalize negotiations and execute four change orders with Hensel Phelps Construction Company for a total not-to-exceed amount of \$5,240,000 and find that the scope of work in the proposed change orders is within the scope of the environmental impacts analyzed in the previously certified Final Environmental Impact Report and subsequent Addenda. **(Public Works) APPROVE 4 VOTES**

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	10/9/2024	
BOARD MEETING DATE	10/22/2024	
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	No-Cost to the County MOUs and other zero cost transactions	
PROGRAM	Various	
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	None	
COST & FUNDING	Total cost: \$0	Funding source: N/A
	TERMS (if applicable): None	
	Explanation: NA	
PURPOSE OF REQUEST	<p>The requested authority will enable DHS to expedite execution of appropriate no-cost to the County Agreements with various public, private, for profit and non-profit entities interested in partnering with DHS to support the Department's mission, as well as streamline administrative processes for executing Assignment and Delegations amendments, stand-alone Business Associate Agreements (BAAs), and Data Use Agreements (DUAs).</p>	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>DHS has experienced an upward trend in requests for no-cost Agreements where the Department would greatly benefit from establishing a contractual relationship with organizations such as charitable trusts, foundations, associations, and other entities established to serve public or charitable purposes. Some requests are for non-traditional agreements which would support DHS programs, such as a transaction that may be cost-free to the County, but there may be some payment provisions to be met by a third party. This trend includes potential donations from private entities that may require entering into a no-cost Agreement for donations directed to specific segments of DHS' patient population who participate in DHS-sponsored programs. Lacking clear delegated authority from the Board to execute such contractual arrangements delays or prevents DHS from responding timely to low risk, cost-free opportunities with interested and willing community partners.</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: Enrique Sandoval, Contracts Manager (213) 288-7910 esandoval3@dhs.lacounty.gov

October 22, 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 ADMINISTRATIVE ACTIONS TO STREAMLINE CONTRACT
ACTIONS FOR NO-COST AGREEMENTS, STAND-ALONE BUSINESS ASSOCIATE
AGREEMENTS, DATA USE AGREEMENTS, AND AMENDMENTS FOR
ASSIGNMENTS & DELEGATIONS AND NAME CHANGES THAT SUPPORT THE
DEPARTMENT OF HEALTH SERVICES MISSION
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval and delegated authority for the Director of Health Services (Director), or authorized designee, to execute: (i) various forms of agreements with Federal, State, and other public and private entities which bear no cost to the Los Angeles County (LA County), and amendments related to such agreements; and (ii) amendments to Department of Health Services (DHS) service agreements to effectuate contractor assignments and delegations resulting from acquisitions, corporate mergers, business decisions, or possible changes in ownership, and contractors' legal name changes.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director, or authorized designee, to execute the following no-cost agreements: (a) a form Memorandum of Understanding (MOU) with the Los Angeles Unified School District (LAUSD), substantially similar to Attachment A, for participation in the High School Internship Program, effective following Board of Supervisors' (Board) approval through June 30, 2029; and (b) a form MOU with LAUSD similar to Attachment B, for the deployment of LA County's mobile asthma clinic (breath mobile) at identified LAUSD campuses, effective following Board approval through June 30, 2029.
2. Delegate authority to the Director, or authorized designee, to: (a) execute amendments to the agreements identified in Recommendation 1 to extend the

terms of the agreements, make changes for operational efficiencies, and changes to program objectives; or (b) terminate the agreements in accordance with the applicable terms and conditions, with all transactions subject to review and approval by County Counsel.

- 3.** Delegate authority to the Director, or authorized designee, to execute future no-cost agreements with public entities, including but not limited to Federal, State, and local governments, school districts, other educational institutions, and private entities, such as for profit and not-for-profit organizations, and other community partners, that seek to support the mission of DHS. These agreements may include form MOUs similar to Attachments A or B, and in the case of LA County form agreements and MOUs, on a case-by-case basis, may require revisions to LA County's standard indemnification and insurance provisions and other standard LA County provisions. All transactions will be subject to review and approval by County Counsel and, as necessary, the Chief Executive Office (CEO) Risk Management.
- 4.** Delegate authority to the Director, or authorized designee, to negotiate and execute no-cost Data Use Agreements (DUAs) with public entities, including but not limited to Federal, State, and local governments, school districts, other educational institutions, and private entities, such as for profit and not-for-profit organizations, and other community partners, to allow for collaboration on projects and initiatives that support DHS' mission, including but not limited to data sharing. The DUAs will be effective upon execution through the end of the receiving party's project period and may include revisions to LA County's standard provisions for indemnification and will be subject to review and approval by County Counsel and, as necessary, CEO Risk Management.
- 5.** Delegate authority to the Director, or authorized designee, to negotiate and execute no-cost stand-alone Business Associate Agreements (BAAs), with public entities, including but not limited to Federal, State, and local governments, school districts, other educational institutions, and private entities, such as for profit and not-for-profit organizations, and other community partners, that are necessary for collaboration and partnerships with DHS, subject to review and approval by DHS' Departmental Information Security Office, DHS Privacy Office, and County Counsel.
- 6.** Reaffirm authority previously delegated to the Director, or authorized designee, to execute amendments to DHS agreements for a contractor assignment and delegation of an agreement resulting from acquisitions, corporate mergers, business decisions or possible changes in ownership, and for contractors' name changes, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the first, second, and third recommendations will enable DHS to expedite execution of appropriate no-cost to LA County Agreements with various public, private, for profit and non-profit entities, and other community partners interested in partnering with DHS to support the Department's mission to advance the health of our patients and our communities by providing extraordinary care.

In recent years, DHS has experienced an upward trend in the requests for no-cost agreements where the Department would greatly benefit from establishing a contractual relationship with organizations such as Federal, State, and local governments, school districts, charitable trusts, foundations, associations, and other entities established to serve public or charitable purposes. Some requests are for non-traditional agreements which would support DHS programs, such as a transaction that may be cost-free to LA County, but there may be some payment provisions to be met by a third party. This trend includes potential donations from private entities that may require entering into a no-cost Agreement for donations directed to specific segments of DHS' patient population who participate in DHS-sponsored programs. Lacking clear delegated authority from the Board to execute such contractual arrangements delays or prevents DHS from responding timely to low risk, cost-free opportunities with interested and willing public agencies and community partners.

Approval of the fourth and fifth recommendations will effectively streamline the processes for execution of DUAs and standalone BAAs.

DUAs are primarily used to establish the terms and conditions under which data can be used, shared or accessed between the parties involved. The primary purpose of DUAs is to secure and preserve the privacy and security of sensitive data, including financial, research, and/or health information data which has been de-identified or anonymized. BAAs are legally binding Agreements which define the responsibilities and requirements for safeguarding protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. BAAs are most commonly used when a healthcare provider, such as DHS, or other covered entity engages a contractor as a business associate to perform a service/function that involves accessing, using, disclosing or developing PHI. On rare occasions a stand-alone BAA needs to be executed with an entity/partner which is not a business associate nor a service provider.

Approval of the sixth recommendation reaffirms the authority delegated by the Board to the Director, or authorized designee, on June 12, 2007, which allows DHS to execute amendments to standard service agreements for assignments and delegations and name changes of contracted entities in a timely manner.

Assignments and delegations and/or name change amendments are often needed to address situations when contractors undergo corporate changes resulting from

acquisitions, corporate mergers, business decisions or possible changes in ownership, and for contractors' name changes. Ideally, Contractors should notify LA County of an upcoming change in ownership or name well in advance of the change, but DHS' experience with these transactions is that the notices most often arrive very close to or after the date the change takes effect. DHS takes all necessary steps to review and determine the appropriateness of the change. Therefore, having the ability to execute the corresponding contract amendments under the recommended delegated authority will support DHS' ability to effectively manage these transactions and mitigate potential delays to invoice and payment processes.

Implementation of Strategic Plan Goals

The recommended action supports LA County's Strategic Plan, North Star 3– “Realize Tomorrow's Government Today,” which will implement streamlined and more equitable contracting and procurement systems and opportunities.

FISCAL IMPACT/FINANCING

There is no fiscal impact brought about by any of the recommended actions and therefore, no net County cost as well.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All of the recommended actions are specifically designed to streamline the various contractual actions covered under the recommendations, memorialize the agreed terms with participating non-profit, not-for-profit, charitable organizations, and/or other community partners in general.

All of the recommended agreements have been determined to bear low risk to LA County, and any assessed risk far outweighs the benefits of the same to LA County responsible patients, Community Programs participants, Integrated Correctional Health patients, and the community at large.

County Counsel has reviewed and approved Attachments A and B, as to form, and will review all subsequent agreements as to form prior to execution.

CONTRACTING PROCESS

The no-cost agreements executed pursuant to the above recommendations cannot be competitively bid, as these Agreements will be with organizations/community partners that seek to support DHS' mission.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will effectively streamline administrative processes for the timely execution of the appropriate Agreement documents, supporting DHS' efforts to: a) expedite the execution of no-cost to LA County Agreements that support and enhance the delivery of services to LA County responsible patients, and b) streamline the assignment and/or delegation of duties under Board approved Agreements.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:eas

Enclosures

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered on January XX, 2023 ("Effective Date"), by and between the following parties:

COUNTY OF LOS ANGELES

(On behalf of its Department of Health Services' (DHS) LA General Medical Center)

(hereafter "County"),

and

Los Angeles Unified School District (LAUSD), **Bravo Medical Magnet**

(hereafter "Affiliate"),

WHEREAS, this Memorandum of Understanding (MOU) is intended for the County to provide LAUSD students **from Bravo Medical Magnet, located at 1200 Cornwell St #1417, Los Angeles, CA 90033**, with an internship experience through a learning program in which they can develop positive work habits, gain work-based skills, and develop career interests.

WHEREAS, DHS is the second largest municipal health system in the nation, comprised of world-class teaching hospitals; and LA General Medical Center is a teaching hospital located at 2051 Marengo Street in the Boyle Heights neighborhood of Los Angeles, California.

WHEREAS, LAUSD (Affiliate), is a public school district organized and existing under and pursuant to the constitution and laws of the State of California, and with a primary business address at 333 S. Beaudry Avenue, Los Angeles, California 90017; and their Work Experience Education Office is the LAUSD division responsible for student internships.

NOW, THEREFORE, THE PARTIES HERETO, AGREE AS FOLLOWS:

1. This MOU shall remain in place upon the effective date through June 30, 2027. The County will have the option to extend this MOU for (3) LAUSD school semesters. The extension option shall be made by amendment to this MOU in accordance with paragraph 12.

2. Either party may terminate this agreement for any reason at any time upon reasonable notice to the other party by giving at least a thirty (30) calendar days written notice. In no event shall the MOU Term exceed five (5) years.
3. No compensation will be exchanged between County and Affiliate for costs incurred as a consequence of this MOU. County will not make any payments nor accept any funds.
 - 3.1 County will not be liable for any salaries or stipends for any LAUSD students. All salaries and stipends will be provided by LAUSD through the following funding sources:
 - Elementary and Secondary School Emergency Relief (ESSER) Fund
 - HYL City General Fund
 - HYL County – CalWORKs
 - HYL County - Other Underrepresented Youth (OUY)
4. LAUSD students will be completing an internship at LA General Medical Center, on-boarded as Non-County Workforce Members (NCWFM), and while paid by LAUSD. Affiliate and County's duties and responsibilities will be as outlined in Paragraphs 5 and 6.
5. AFFILIATE DUTIES AND RESPONSIBILITIES. AFFILIATE AGREES TO:
 - 5.1 Provide County with LAUSD program-related policies.
 - 5.2 Verify County follows requirements in the Worksite Checklist.
 - 5.3 Provide orientation to the County Worksite Supervisors.
 - 5.4 Ensure that County adheres to the authorized work hours.
 - 5.5 Ensure that County adheres to the California and Federal Child Labor Laws (Maximum hours, breaks, etc.) and acknowledges the penalties for violating Federal Child Labor Laws.
 - 5.6 Ensure that all students are at least 16 years old per DHS policy.
 - 5.7 Ensure all students under the age of 18 have a valid Work Permit.
 - 5.8 Ensure that County provides students with an orientation to familiarize the students with his/her duties, workhours, worksite expectations and what to do in case of an emergency and ensure

clear emergency and evacuation procedures are in place.

- 5.9 Assume the cost of wages and all appropriate benefits. LAUSD is responsible for payment of student's hours as indicated in the Worksite Expectations Form.
- 5.10 Verify that the student is always supervised and ensure students are provided a clear line of supervision and accountability.
- 5.11 Review the Performance Evaluations on a monthly basis, discuss monthly evaluation with the students, and provide additional guidance for any needed improvements.
- 5.12 Discuss any problems or conflicts that may arise from the student's job performance immediately and review as part of the monthly Performance Evaluation. Work with County to resolve problems as they arise.
- 5.13 Maintain accurate timesheet records, verify hours, and ensure that timesheets are signed by the student and the County Worksite Supervisor prior to payment. Ensure anytime card alterations, changes or corrections are initialed by the County Worksite Supervisor and the student. (THE USE OF WHITEOUT IS STRICTLY PROHIBITED).
- 5.14 Ensure that County provides the student with copies of signed timesheets and other program or work-related information as appropriate.
- 5.15 Ensure County utilizes only authorized timesheets.
- 5.16 Collect timesheets of the youth in a timely manner.
- 5.17 Issue paychecks to the student according to verified time records and Affiliate payroll procedures.
- 5.18 Ensure County provides materials and equipment necessary to perform the duties of the work assignment.
- 5.19 Maintain a copy of the timesheets, and other relevant forms for a minimum of three (3) years for audit purposes.
- 5.20 Provide on-going oversight of the LAUSD program and supportive services to the student.

- 5.21 Provide all students with an orientation, explaining the program's purpose, procedures and rules and an overview of what to expect at County.
- 5.22 Ensure liability and accident coverage of students during authorized work hours through workers' compensation.
- 5.23 Provide County Worksite Supervisors with appropriate written materials: Supervisor Manual, timesheets, and performance evaluations.
- 5.24 Ensure that County provides a meaningful work experience consistent with the goals of LAUSD.

6. COUNTY DUTIES AND RESPONSIBILITIES. COUNTY AGREES TO:

- 6.1 Accommodate no more than 15 students to participate in the program per school semester.
- 6.2 Accept students for afterschool hours through 8:00pm, and per current staff availability of County Worksite Supervisors. County Worksite Supervisors will be the Unit and Department Supervisors as assigned by County's Director of Volunteer Services or designee. Students shall not work on County holidays.
- 6.3 Ensure that students will have the same scope of work as a NCWFM volunteer. The only patient care provided will be outpatient care and guest wheelchair transport services. Students will have very limited work in patient care settings, with no work in Emergency Department, Jail, In-patient Psych, and other restricted areas.
- 6.4 Ensure that the only County equipment that the students will use are office equipment (copy/fax machine, phones, etc.), computers for online trainings, wheelchairs for patient transport, and VOIP hospital phones. Students will check-out the VOIP phone and return at the end of each shift.

- 6.5 Ensure students' work falls under the following job descriptions:
 - 6.5.1 answer area telephones, take messages, and provide non-clinical information via phone
 - 6.5.2 support clerical staff
 - 6.5.3 answer patient call light - notify nurse of patient needs
 - 6.5.4 assist with patient transportation - Outpatient wheelchair patients or guests (only)
 - 6.5.5 assist with greeting and escorting patients and visitors
 - 6.5.6 assist with providing diversionary recreational activities for inpatients
 - 6.5.7 assist with running errands within the hospital grounds only
 - 6.5.8 distribute fresh drinking water or ice cups to approved patients only (as approved by nurse)
 - 6.5.9 follow hospital procedures during drills or a real live event for fire or disaster emergency
 - 6.5.10 make unoccupied hospital bed - May not tie knots in sheets
 - 6.5.11 straighten up and stock linen and supply room
 - 6.5.12 update bulletin boards
 - 6.5.13 provide support during hospital sponsored events
 - 6.5.14 clean and disinfect common use areas (ex-lobbies, waiting areas)
- 6.6 Ensure students complete other patient and hospital support duties as approved by the Director of Volunteer Services or designee.

7. TUBERCULOSIS TESTING

Contractor will prohibit any agent or employee of Contractor from entering a District school site until Contractor has submitted to a tuberculosis risk assessment. If tuberculosis testing is warranted, Contractor agent or employee shall not enter a school site until Contractor has received, for that agent or employee, the "certificate"

described in California Education Code §49406(d), showing the agent or employee to be free from infectious tuberculosis and dated within the sixty (60) days prior to the agent's or employee's first entry onto a District school site and will require an updated "certificate" every four years thereafter while that employee is continuously employed by Contractor or that agent is continuously retained by, or otherwise represents, Contractor.

8. FINGERPRINTING

The Contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

8.1 Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

8.2. Prohibit employees of Contractor from coming into contact with pupils until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1;

8.3 Certify in writing to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and

8.4 Provide a list of the names of Contractor's employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for employee changes and shall list employees by appropriate school site.

8.5. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

9. INDEPENDENT CONTRACTOR STATUS:

9.1 This MOU is by and between the County and the Affiliate and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Affiliate. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.2 The Affiliate shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOU all compensation and benefits. The County shall 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 Affiliate. Consistent with the foregoing, the County shall have no liability, and the Affiliate shall be solely and fully liable and responsible, to any of the Affiliate's employees, subcontractors or other persons providing work under the MOU on behalf of the Affiliate, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to the MOU, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site.

9.3 The Affiliate understands and agrees that all persons performing work pursuant to this MOU are, for purposes of Workers' Compensation liability, solely employees of the Affiliate and not employees of the County. The Affiliate shall 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 Affiliate pursuant to this MOU

10. INDEMNIFICATION: The Affiliate shall 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 MOU, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. INSURANCE: Without limiting Affiliate's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Affiliate shall provide and maintain at its own expense, commercial insurance or a program of self-insurance or any combination thereof, satisfying the requirements below. County shall also provide and maintain in force during the term of this MOU, at their own cost and expense, commercial insurance or a program of self-

insurance or any combination thereof, to satisfy the requirements below. Such coverage shall include:

Commercial General Liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate; Workers' Compensation coverage for agency's employees as required by California law, and Sexual Abuse and Molestation coverage. Insurance coverage is to be obtained from a carrier rated A: VII or better by AM Best or a qualified program of self-insurance. Both parties shall name the other party under this MOU as an additional insured under commercial general liability coverage. Both parties shall promptly notify each other of any cancelation, reduction, or other material change in the amount or scope of any coverage required hereunder.

Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000

Sexual Abuse and Molestation coverage:

\$1,000,000 per occurrence/\$1,000,000 aggregate.

Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The Commercial General and Automobile policies shall name the District and the Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability

12. SUBCONTRACTING: The requirements of this MOU may not be subcontracted by the Affiliate without the advance written approval of the County. Any attempt by the Affiliate to subcontract without the prior consent of the County may be deemed a material breach of this MOU.

13. USE OF NAME OR TRADEMARK: Except as required by law or permitted by this MOU, neither party shall use the name, logo, trademark, or symbol of the other party or its affiliates in any advertising or promotional material without the prior written consent of the other party.

14. NO INTELLECTUAL PROPERTY LICENSED OR TRANSFERRED: This MOU does not license or transfer any intellectual property, such as Affiliate’s course content, modules, program materials, evaluation tools or licensed products that may be utilized during the partnership agreement. Any such licensing or use by County must be pursuant to a separate written license agreement.

15. AMENDMENTS: For any changes or modifications to this MOU an amendment shall be prepared by the County and executed by both parties’ authorized representatives/designees.

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The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign and are in agreement with all terms and conditions.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Memorandum of Understanding as of the day and year first written above.

**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES,
LA GENERAL MEDICAL CENTER**

LOS ANGELES UNIFIED DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**OPERATING AGREEMENT FOR SCHOOL BASED
MOBILE HEALTH CENTER**

(LEAD SCHOOL)

(PROVIDER)

This Agreement is entered into between _____ hereafter referred to as “Provider” and Los Angeles Unified School District, hereafter referred to as “District”, for the purpose of operating a Mobile School-Based Health Center (“Mobile Health Center”) on the campus of District school(s). It is recognized that the provisions of this Agreement shall be construed in a manner not inconsistent with the California Education Code, other applicable laws of the State of California, and applicable federal law.

In furtherance of the foregoing purpose, Provider and District agree as follows:

1. **Term of Agreement.** This agreement shall be effective from _____ to _____, from the “Commencement Date” to the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the “Term”). It is the intention of the parties to renew this Agreement or negotiate subsequent Agreements at five-year intervals and to continue to operate the School-Based Mobile Health Center or other licensed health care center.

2. **Location.** The location of the Mobile Health Center and delivery of health services (“Services”) will be on a Mobile unit and/or portable medical set-up, on the premises of _____ and additional sites, if any (hereafter referred to as “School/s”), as described in Exhibits A, B, C, D, and E (if applicable), attached hereto and made a part hereof. The parties hereby agree that all District schools may receive services as mutually agreed upon by Provider and LAUSD Student Medical Services, upon advance written notice. Additional School-Based Mobile Health Centers or feeder schools may be added for support services via completion of a Service Delivery Application (SDA). A list of schools where support services may also be provided, may be initially listed (as Exhibit A-1), as long as all personnel and services are the same and all sections of this Agreement remain the same. The District, after consultation with Provider, shall designate those

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facilities on the school campus (es), if any, that will be made available to the Provider in conjunction with Provider's Mobile unit. The Provider shall be responsible for maintenance of the Mobile Unit and/or related portable medical equipment. The District shall be responsible for the maintenance of spaces and utilities.

3. Description of Services. (See Exhibit A for details concerning provision of additional specific services). Primary care and case management shall be provided in a manner that is linguistically appropriate and culturally sensitive to the community to be served. At a minimum, Provider must include the following services:

A. Physical Examinations

B. Diagnosis and Treatment of Illness

C. Immunization and Mantoux Testing

D. Medication Prescribing and Dispensing Services

E. Laboratory Services

F. Family PACT (Planning, Access, Care Treatment), including diagnosis and treatment of sexually transmitted infections (as allowable under California minor consent services)

G. Clerical and Translation/Interpretation Services

H. Referrals for additional care where indicated (Provider will make its best Efforts for referrals as may be appropriate to the patient's needs)

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- I. Screening, informing, and linkage to enrollment assistance regarding appropriate health insurance and access programs
- J. Clinical case management of chronic diseases including obesity, diabetes and asthma
- K. Consultation and coordination with Office of the Chief Medical Director School Personnel, as appropriate

Provider may provide Telehealth under the following circumstances: (1) during circumstances in which there is public health emergencies that limit in-person visits, as determined by the District; and/or (2) in situations that are agreed upon ahead of time with the District, with District's written consent. All telehealth services shall be in compliance with applicable telehealth laws, including but not limited to Business & Professions Code Section 2290.5. See Exhibit H (Telehealth reference sheet).

For access to sensitive services during school day not available through the Provider, the student is to be referred to the school nurse who can arrange for appropriate care/treatment in accordance with existing statues and laws, and referred to appropriate alternative sources of care.

4. **Population Served.** The population served by the Mobile Health Center shall be primarily for those students who are enrolled at the School(s) or in other education programs conducted on the school site(s) (e.g. continuation, alternative schools) and who have reached the age of eighteen or become emancipated minors as defined by California Family Code Section 7002; or who have received written consent from their parent(s) or guardian(s) for Mobile Health Center services; or who may self- consent for services in accordance with Section 7 of this Agreement. Additionally, infants of such students enrolled in any infant study center on the site, other student populations, and community members as mutually agreed to by both parties shall be eligible for services provided by the Mobile Health Center.

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In an effort to maximize utilization of Provider's services, the parties agree to establish a goal of providing access to 100 percent of the school student population by being open during times that all students can access services.

Provider will make best efforts to participate in any other District efforts to improve the health care status of children, connect student to a medical home and ensure a clinical pathway of care for children with chronic illnesses such as asthma and diabetes.

5. Outreach and Enrollment. The District and Provider will work together to identify uninsured students and to provide assistance to enroll students in a free, low-cost, and sliding scale health benefits programs available in Los Angeles County. District and Provider agree as follows:

A. District shall:

1. Identify a District Liaison for outreach and enrollment efforts who will respond to Provider requests for information, policy clarifications, and work with Provider regarding all aspects of program coordination.
2. Include Provider in health fairs, conferences, and media events scheduled within its area that are sponsored by District and that are relevant to healthcare outreach and enrollment efforts of the partnership, at the District's sole discretion.
3. Provide District Children's Health Access and Medi-Cal Programs (CHAMP) trainings and training materials as mutually agreed to by each party.
4. Provide CHAMP HELPLINE support to families and Provider staff and assist in facilitating health insurance enrollment.

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B. Provider shall:

1. Coordinate outreach and enrollment activities with Region CHAMP liaison, as needed.
 2. Fully inform families of all public and privately sponsored health insurance programs (e.g. Medi-Cal, Emergency Medi-Cal, My Health LA, and Child Health, Disability and Prevention (CHDP), and not charge any fee to District students or families for outreach and enrollment services.
 3. Comply with all laws, regulations and policies relating to the protection of any confidential or personal information pertaining to students or their parents that Provider may obtain from District, including understanding and compliance with District Bulletin 1077.2 (or most recent version of), attached hereto as Exhibit F.
 4. Assist families in selecting a primary care provider by first trying to identify any existing provider relationship, and then, if none exists, provide them with several options which may include School-Based Health Centers, Wellness Centers, community clinics and/or other community resources.
 5. Provider will include CHAMP HELPLINE contact information when conducting in-school outreach and enrollment activities.
6. **Access to Services.** No student shall be turned away, barred or delayed in receiving Services, based on a student's payer status or ability to pay. Provider shall neither design nor deploy programs in such a manner as to exclude or disadvantage low-income or uninsured students nor to advantage students with third-party payers or other financial means. To modify utilization patterns toward primary and preventative

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care, Provider shall work towards offering services in time frames and formats conducive to the utilization of primary and preventive care by low-income students.

7. Required Consent for Treatment.

A. Minor Consent: Minors may consent, without parental permission, to certain medical care or mental health treatment or counseling services as defined in California Family Code Section 6924, 6925, 6926, and 6928. Provider shall assume responsibility for obtaining and verifying with minor the age of minor. Provider shall maintain consent forms on file. Provider certifies that it has an understanding of those parental notification/minor consent laws that are applicable under this Agreement. Provider's obligation concerning indemnification of the District under Section 28 specifically includes any liability that may arise from Provider's failure to comply with parental notification/minor consent laws.

B. Informed Consent of Parent/Guardian: Shall be obtained for all other medical, dental or psychological services or treatments rendered to a minor, which are not exempt under Family Code 6924, 6925, 6926, and 6928. When parents are informed about the availability of a service at the Mobile Health Center, it must be made clear that the Provider's services are not a part of the regular and ongoing programs of the District. The service is being made available as a convenience, by bringing Provider personnel to the campus where students can have greater access to services.

Provider shall obtain written parental consent on a District approved form prior to providing medical or mental health, dental, vision, and/or related health services that require parental consent. The District approved consent form shall be attached hereto as Exhibit E. Provider and District shall mutually agree to any changes to the consent of the parent/guardian consent form that is to be used. Provider shall

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assume responsibility for obtaining, verifying with parent/guardian, and maintaining written consent on file.

C. Student Consent: Students who have either reached the age of eighteen (18), or become emancipated minors as defined by California Family Code Section 6922 or 7002, may consent for their own medical or mental health, dental, vision, and/or related health treatment.

8. **Articulation Between Provider and School/District.** Regular meetings should be held between the Provider and District staff to address any issues of concern in a timely manner. Health Center planning teams (described in section 22) may serve this function. Sensitive information is often uncovered in the course of counseling and treatment services and it is helpful for the principal and/or other staff to confirm exactly how the Provider will handle information which affects the student, such as physical or sexual abuse allegations, child neglect, drug/alcohol abuse, criminal activity in the home, threat to self or others, etc. All such communication is to be shared in accordance with Applicable law to protect student confidentiality.

9. **Hours of Service.** Hours of operation shall be determined by Provider for each site and occur during the hours the students are in attendance. To offer services in time frames and formats most conducive to the needs of the students, the parties may agree to operate the Mobile Health Center for such additional hours and such additional days as deemed warranted by the parties. These additional hours may include:

A. Evening and weekend services

B. Walk-in services

C. Same day appointments

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D. Outreach for difficult to reach populations

Provider shall maintain, at a minimum, the hours of operation indicated on Exhibit A. Contemplated changes in the hours of operation shall be communicated at least ten (10) calendar days in advance to Director, Student Medical Services and Medi-Cal Programs, hereafter referred to as Director, for his/her concurrence.

10. Non-Discrimination in Services. Provider shall not unlawfully discriminate in the provision of Services because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, or condition of physical or mental handicap, marital status, or political affiliation, or any other basis prohibited under federal or state law. Prohibited discrimination includes, but is not limited to the following:

- A. Denying any person any service or benefit of the availability of a facility;
- B. Providing any service, or benefit to any person, which is not equivalent, or is not provided in an equivalent manner at a non-equivalent time, from that provided to others;
- C. Subjecting any person to segregation or separate treatment in any matter related to the receipt of any service or benefit;
- D. Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit;
- E. Treating any person differently from others in determining enrollment quota, eligibility, or any other requirements or conditions which persons must meet in order to be provided any service or benefit;

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F. Having facilities or services that are not in compliance with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.

11. Staffing. Provider shall adhere to applicable personnel standard of Title 22 o The California Health and Safety Code (“Title 22”), and all other appropriate and applicable standard imposed by law or regulation.

A. All Provider staff shall be deployed into a staffing configuration that allows for the supervision required by Title 22 and all other applicable laws and regulatory requirements.

B. Provider shall be solely responsible for staffing of the Mobile Health Center for medical or mental health, dental, vision and/or related services as set forth in this Agreement. Provider shall attempt to employ a sufficient number of staff that is linguistically and culturally competent. Provider certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services and that personnel providing medical or mental health, dental, vision, and/or related health services are licensed or otherwise legally qualified.

C. Provider shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certifications required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, volunteers, and agents who perform Services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certifications required by law which are applicable to their performance hereunder. Copies of current licenses, permits, registrations,

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and certifications required by applicable law for all Provider personnel providing Services, shall be maintained in Provider personnel files, and/or on Mobile Health Center site(s) when required by District policy, posted as required by applicable law, and made available for review upon request by the Director or other authorized person or agency.

- D. Provider shall ensure that its staff providing Services regularly participate in appropriate continuing educational programs or activities to maintain their licenses, permits, registrations, and certifications. Evidence of participation in such programs shall be maintained in Provider personnel files and made available for review upon request by the Director or other authorized person or agency.
- E. Provider shall assure and certify that its employees, subcontractors and agents providing Services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that all such personnel shall provide evidence of freedom from tuberculosis for a period within sixty (60) days prior to the onset of Service and every four (4) years thereafter.
- F. Provider certifies that its staff/trainees will follow legal guidelines on reporting child abuse/neglect, and that staff/trainees in contact with students meet District guidelines on reporting child abuse/neglect, follow District guidelines for follow-up where a student poses a threat to self or others, and shall work with District to serve children identified with special needs to achieve appropriate accommodations or modifications in their educational programs.
- G. For the employees of Provider not subject to the jurisdiction of the Medical Board of California, California Board of Registered Nursing, Board of Behavioral Science Examiners of California, California Board of Psychology, or the Dental Board of

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California, Provider shall comply with the requirements of California Education Code Section 45125.1 concerning fingerprinting and perform the following acts:

1. Require all current and subsequent employees of Provider who may enter a school site during the time that students are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
 2. Prohibit employees of Provider from coming into contact with pupils until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
 3. Certify in writing to the District that neither Provider nor any of the Provider's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this Contract;
 4. Provide a list of the names of Provider's employees who may have contact with pupils to the school principal, Operations Administrator or other administrator who places the Order for Services leading to that contact. This list shall be updated for employee changes and shall list employees by appropriate school site (s). (See Service Delivery Application, Exhibit A.)
- H. The District may require Provider and its employees who may have contact with students to submit to additional background checks at the District's sole and absolute discretion;
- I. Provider's employees who have direct contact with students shall abide by the provisions of the District Code of Conduct with Students (Exhibit G).

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- J. If Provider learns of any criminal history information regarding any staff that may indicate the employee would be a danger to students, Provider will immediately ensure that employee does not and is not allowed to work at any school site.

- K. Provider shall arrange for a Medical Director for the Mobile Health Center. The Medical Director shall supervise the administration of all medical or mental health, dental, vision, and/or related health services provided through this Agreement so as to meet all requirements relating to the provision of medical or mental health, dental, vision, and related health services in the State of California;

- L. By mutual agreement, Provider and/or District shall identify a person who has responsibility for making decisions concerning Mobile Health Center Services'

- M. Provider warrants that it fully complies with all federal statutes and regulations regarding employment of non-U.S. Citizens and others, and that all of its employees performing Services hereunder meet the citizenship or other status requirement contained in federal statutes and regulations.

12. Non-Discrimination in Employment. Provider shall comply with applicable federal and California anti-discrimination laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code. Provider shall employ qualified applicants, and shall affirm, that in connection with all work performed under this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability, medical condition or potential affliction and therefore the Provider agrees to comply with applicable federal and state laws. In addition, the Provider agrees to require like compliance by all subcontractors employed on the work site.

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13. Conflict of Interest. Provider represents that Provider has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having such interest shall be subcontracted in connection with this Agreement, or employed by Provider. Provider shall not conduct or solicit any non-District business while on District property or time. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

Provider warrants that is has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the condition, or performance of any contracts with or orders from District including, without limitation, this Agreement. Any breach of this warranty shall be a material breach of each and every contract between District and Provider.

As a condition of this Agreement, Provider agrees to comply with the code of ethics set forth in the Los Angeles Unified School District Contractors and Consultants Code of Conduct which is attached hereto as (Exhibit C) and made part hereof.

Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this section shall constitute grounds, for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

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14. Performance Guidelines. It is the parties' desire to maximize use of medical or mental health, dental, vision and/or related health services offered by Provider. In order to maximize such use, the parties agree to meet the service goals established for the partnership. Review of the Management Information Report (Exhibit B) data on a regular basis is encouraged to formulate action plans to meet performance goals/guidelines.

15. Quality Assurance/Quality Improvement.

- A. Provider shall cooperate in active and effective quality assurance functions, to assure that necessary and appropriate services are provided in a timely manner to students seeking services at the Mobile Health Center and that such services are reflected in the students' medical records with appropriate and complete documentation. Such quality assurance, will include but not be limited to, compiling and reporting Mobile Health Center data related to patient-level services, which the District may request via de-identified reports.

- B. Provider shall at all times demonstrate expertise in and a commitment to assessing and improving the quality of services. Provider agrees to cooperate with the District to objectively monitor and evaluate services provided by the Provider. The District may from time to time conduct student satisfaction and Quality Assurance studies to ensure the consistency and integrity of the results of the studies in comparing them with other facilities and best practices. Provider may from time to time conduct student satisfaction and Quality Assurance studies, and agrees to share the results of such studies with the District.

- C. Provider shall investigate and respond appropriately to all quality issues, and shall work with the District to resolve any quality and accessibility issues related to services provided to students, subject to applicable laws and regulations.

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- D. Provider shall promptly provide to the District any statement of deficiencies or other issues identified by any federal, state or local government agencies, including any issues concerning Provider's billing for services. Such written notice by Provider shall be provided within three (3) days of Provider receiving notice from any federal, state or local government agencies of such deficiencies or issues. Failure by Provider to provide notice and any other requested information and documents as set forth in this Section shall constitute a material breach of this Agreement, entitling the District to immediately terminate the Agreement pursuant to Section 34 (b) of the Agreement. If, in the Director's judgement, the identified deficiencies compromise the quality of care delivered under this Agreement, the Director may require to suspend the provision of Services under this Agreement until such deficiencies are resolved. In order to require a suspension under this provision, the Director must give Provider at least 24- business-hours written notice, which notice must identify the specific deficiencies underlying the suspension of Services, and the specific corrections required before the suspension will be lifted. In the event the Provider fails to cure the deficiencies, the District shall be entitled to terminate the Agreement pursuant to Section 34 (b) of this Agreement.
- E. As soon as reasonably possible, Provider shall remedy any condition at the facilities related to the care of students, which has been reasonably determined by the District or by any governmental agency to be unsatisfactory. Provider and the District shall work together to improve the care and service provided to students and to resolve problems related to the provision of services.
- F. Provider agrees to review the practice patterns of its professionals and other Provider Staff, and to review services provided by them. Provider agrees to use its best efforts to correct any problems occurring in the Mobile Health clinic site(s) that are identified. Provider will report any self-identified problems, and any issues cited

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by external government agencies to the District and will comply with the Quality Assurance plan agreed upon between the Provider and the District.

- G. Provider and District shall take corrective action in any deficiencies identified through site reviews by District, federal, state or local government agencies. Corrective action shall be accomplished within sixty (60) calendar days, except that if the deficiencies compromise the quality of care delivered under this Agreement, Director may suspend this Agreement.

16. Auditing and Evaluation.

- A. Audits/Evaluations by the District. Provider shall cooperate, subject to applicable statutory provisions of confidentiality, in any audits or evaluations of the Services as the District may institute during the term of this Agreement. Such audits or evaluations may be conducted by the Director of the District's independent evaluator. The District shall coordinate such audits and evaluations to protect Provider against unnecessary duplication of data collection.

All such audits and evaluations shall be conducted following at least a five (5) calendar day written or facsimile notice by Director to Provider, or sooner if Provider agrees, during Provider's normal hours of operation, in a manner that will not interfere with the provision of Services. District's right shall also include access at reasonable times to Provider's office and facilities for the purpose of interviewing employees and inspecting and copying of such books, records, accounts and other material which may be relevant to a matter under investigation. Provider agrees to maintain such records for a period of seven (7) years after the expiration of this Agreement.

- B. Audit/Evaluation Results. The results of any audits or evaluations conducted under this section shall be made available to the Provider upon request. Provider

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may utilize evaluation data and/or collect additional data for research studies, publication, scholar pursuits, etc. subject to the District's established procedures for research and evaluation. The District shall not unreasonably withhold consent for such activities. Prior to publication, both parties shall review all reports derived from project data to ensure their suitability for publication.

17. Complaint and Conflict Resolution.

- A. Complaints: Provider shall use its best efforts to render Services and interact with students, family and community members in a manner that facilitates patient satisfaction. If Provider is unable to resolve a complaint received from a patient to his or her satisfaction, Provider shall notify such complainant that he or she may contact the Site Administrator to pursue the complaint further. Provider shall notify Director immediately and cooperate with the District in identifying, processing and resolving all complaints regardless of whether they are written or oral. Complaints identified by District shall be handled in the same manner with the Provider. District personnel will first attempt to resolve the complaint (s) to result in the satisfaction of the complainant. District personnel will notify the Provider of these efforts, and if satisfaction is not achieved, shall inform the Director to further engage in the next level of problem resolution.
- B. Conflicts: Should any problems or conflicts arise in the course of the delivery of Services, it is understood that the Director and/or authorized representative of District will work with the parties in conflict to accomplish an effective resolution through mediation.
- C. Compliance: Provider shall comply with all federal, state, and local statutes, laws, regulations, and ordinances relating to the handling of patient complaints and notifying patients of their rights when they have a complaint.

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18. Administration and Monitoring.

- A. The Director shall administer this Agreement on behalf of the District.
- B. Provider extends to Director, and to state and or federal representatives, the right to inspect and review Provider's programs, procedures, and records, including but not limited to personnel, financial, billing, eligibility, and student medical records unless such disclosures would be prohibited by state or federal laws protecting the confidentiality of medical records or other personal information, at provider's facility for compliance with its obligations hereunder upon request.
- C. District shall conduct its reviews and monitoring at intervals specified by mutual agreement of the parties.
- D. District, state or federal inspections or reviews may include, but not be limited to, inspection or review for:
 - 1. Adherence to eligibility determination procedures;
 - 2. Verification of student encounters and accuracy of applicable billing;
 - 3. Provision of appropriate care;
 - 4. Appropriate supervision, orientation, and training of all staff (including those in a volunteer capacity) in accordance with applicable Title 22 provisions And other applicable law;
 - 5. Adherence to Title 22 regulations and other applicable law related to provision of health care.

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19. Report and Records.

- A. Services Rendered. Provider shall maintain complete and accurate students encounter records including, but not limited to: name, sex, birth date, address, school of attendance, and third-party coverage as applicable. Provider shall also maintain complete and accurate medical records on all care delivered by Provider, in accordance with Titles 17 and 22, California Code of Regulations standards for clinic operations. Provider shall retain such records for the period required by law, but in any event, no less than seven (7) years from the date of their making, or until federal, state, whichever is later. Medical records developed and maintained at the Mobile Health Center site shall be the property of the Provider. Provider shall be the custodian of records for the purposes of service of legal process relative to such records.
- B. Data Management Information Reports. Provider will submit management information reports, developed by the District in consultation with Provider, on a bi-annual basis (January and August), and as needed. See Exhibit B. Data from these reports are used by the District for such responsibilities as: determining if accountabilities are being met; developing aggregate reports for funders; preparing for public testimony on development of policy relating to School-Based Mobile Health Centers' reporting on such areas as public access to health care; and engaging new funders in the partnership.
- C. Financial Records. Provider shall maintain accurate and complete financial (including billing and eligibility) records of its operations as they relate to its Services under this Agreement in accordance with generally accepted accounting principles.

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D. Employment Records. Provider shall maintain accurate and complete employment and other records of all services provided hereunder. Provider shall maintain on file for a period extending to at least five (5) years after the expiration of this Agreement all receipts, payroll records, books and other records which substantiate invoices submitted to District under this Agreement and will make such receipts, books and records available for audit on request of District.

E. Audit Reports. In the event that federal, state or local governments conduct an audit/compliance review of Provider's operations, Provider shall file a copy of such audit with District within ten (10) calendar days of receipt of audit report.

20. Confidentiality of Records. Provider and District recognize that records relative to students, maintained by them respectively, are confidential pursuant to applicable provisions of federal and state law, including but not limited to Health Insurance Portability and Accountability Act (HIPPA) and Family Education Rights And Privacy Act (FERPA). Provider and the District will work cooperatively on business agreements and parent permission processes that will allow sharing of information to coordinate care and facilitate evaluation.

21. Subcontracting. Provider shall not provide Services through other providers, agencies, or entities without prior written approval by the Director. Upon approval of any such arrangement by the Director, Provider shall obtain written agreements from the subcontractors to comply with the terms of this Agreement.

22. Community Participation. It is the intention of the parties that the community be involved in the development and execution of policies related to operation of the Mobile Health Center. District and Provider, therefore, shall establish a structure of one or more stakeholder advisory groups in which the parties will work jointly to

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encourage participation by, and responsiveness to the suggestions of members of the advisory group who wish to engage in such collaboratives, as deemed necessary.

23. Furnishings and Equipment. Provider shall be responsible for ensuring the Mobile Health Center is properly equipped with all necessary furnishings, medical and related equipment and supplies.

A. District Property. District may, but is not obligated to, provide funds to purchase furniture and medical equipment dedicated to the Mobile Health Center use. All furniture and medical equipment purchased with such funds or invoiced to District shall be the property of District. Provider shall develop and maintain an inventory of all furnishings and medical equipment purchased with District Funds. Provider shall retain the record of each piece of medical equipment or furnishing for a period of five (5) years or until the date at which the piece of medical equipment becomes obsolete, whichever is longer. Such records are to be made available, upon request, for review by the Director.

B. Mobile Health Center Property. All other furniture and medical equipment is property of Provider.

C. Maintenance. Each party shall be responsible for the maintenance of its own furnishings and medical equipment.

24. Bio-hazardous Waste. Provider shall handle and dispose of its infectious and bio-hazardous waste in accordance with all applicable laws and regulations.

25. Public Health Reporting Requirements. Provider shall comply with all reporting requirements set forth in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.

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26. Public Announcements and Literature. In public announcements and literature distributed by Provider for the purpose of advising students and the general public of its health services, such messages shall not mention the Los Angeles Unified School District without prior written authorization by the Director.

27. Insurance.

- A. Provider, if a Federally Qualified Health Center, may satisfy all, or a portion, of its insurance requirements under this Agreement by demonstrating that the Services contemplated by this Agreement are covered under the Federal Tort Claims Act (“FTCA”). If Provider claims such FTCA coverage, Provider shall provide proof thereof, in the form of a letter from an authorized representative of the federal government, stating the extent of the FTCA coverage for this Agreement, and reflecting clearly the categories of Provider health practitioners covered by the FTCA. Prior to the commencement of Services under this Agreement, Provider shall present District with the aforementioned letter, or, if not covered under FTCA, an original certificate of insurance, evidencing insurance coverage for General Liability, Workers’ Compensation and Professional Liability/Medical Malpractice providing the minimum overages described in subsection C below.

- B. In the event Provider’s coverage under FTCA lapses, it shall present District with an original certificate of insurance evidencing insurance coverage for General Liability and Professional Liability/Medical Malpractice and Workers’ Compensation as described above.

- C. Provider shall, at Provider’s sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including

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counsel fees) arising out of or in connection with Provider's fulfillment of any of its obligations under this Agreement or either party's use of the Services or any component or part thereof:

1. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000	per occurrence
\$ 100,000	fire damage
\$ 5,000	medical expenses
\$1,000,000	personal & adv. Injury
\$3,000,000	general aggregate
\$3,000,000	products/completed operations aggregate

2. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If Provider's Services involve use of vehicle(s) on District site(s) or providing transportation to District students, limits shall also include a general aggregate of no less than \$5,000,000.

3. Workers' Compensation and Employers Liability Insurance in a form and amount covering Provider's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A Statutory Limits

Part B \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

4. Errors and Omissions (Professional Liability/Medical Malpractice) coverage with the following limits:

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\$1,000,000 per occurrence/ \$3,000,000 aggregate

5. Sexual Abuse and Molestation coverage with the following limits:

\$1,000,000 per occurrence/\$3,000,000 aggregate

6. Cyber Liability (Third Party) coverage of:

\$1,000,000 per occurrence / \$1,000,000 aggregate

7. Any deductible or Self-Insurance Retention (SIR) shall be declared in writing, and all deductibles and retentions above \$100,000 require District approval.

D. Provider, upon execution of this Agreement and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to above shall name the District and the Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or product liability. Premiums on all insurance policies shall be paid by Provider and shall be deemed included in Provider's obligations under this Agreement at no additional charge.

E. Provider shall provide thirty (30) days prior written notice to District of any impending cancellation or termination of such insurance. Each policy shall be issued by a reputable insurance company licensed to do business in California.

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F. District warrants that it is self-insured for all such types of liability with reserves in excess of \$5,000,000 and agrees to provide at least twenty (20) days-notice to Provider in the event District no longer maintains reserves in excess of \$5,000,000.

28. General Indemnity. Provider shall, to the fullest extent allowed by law, indemnify and hold District and its Board Members, administrators, employees, agents, attorneys, and contractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of any act or omission of Provider or its employees, agents (including interns), vendors, or contractors, or Provider's breach of its obligations under this Agreement. Provider shall not, under any circumstances, indemnify District or its Board Members, administrators, employees, agents, attorneys, or contractors against any loss, damage and expense (including reasonable attorneys' fees) resulting from any act or omission by District or its employees, agents, vendors or contractors or District's breach of its obligations under this Agreement.

District shall, to the fullest extent allowed by law, indemnify and hold Provider and its Board Members, administrators, employees, agents, attorneys, and contractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of any act or omission by the District or its employees, agents, vendors, or contractors. District shall not, under any circumstances, indemnify Provider or its Board Members, administrators, employees, agents, attorneys, or contractors against any loss, damage and expense (including reasonable attorneys' fees) resulting from any act or omission or Provider or its employees, agents, vendors or contractors, or Provider's breach of its obligations under this Agreement.

29. Independent Contractor. While engaged in performance of this Agreement, Provider is an independent contractor and is not an officer, agent, or employee of the District.

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This agreement in no way creates an employee/employer relationship between Provider personnel and the District.

30. Charges for Mobile Health Center Services. No Pre-K through grade 12 student enrolled in a traditional educational program otherwise eligible for Mobile Health Center Services shall be denied such Services(s) due to inability to pay for same. Where some form of private insurance or comparable government benefit covers a recipient of Service(s), Provider shall be responsible for completing and processing such documentation necessary to obtain payment from such third-party payor sources. However, Provider shall not charge or bill the students' parents or guardians, or private insurance or comparable government benefit without written consent from said parents or guardians. Provider will make a good faith effort to recover payments for Services from insurance or comparable government benefits. Provider is responsible for maintaining records concerning all third-party payments and making such records available for review by the Director upon request.

31. Financial Responsibility and Support. The Parties intend to operate the Mobile Health Center with funds obtained through grants, donations and reimbursements. Provider and District will, both individually and jointly, use best efforts to pursue all available funding sources to maximize the Mobile Health Center's ability to provide adequate facilities and Services. Provider and District will inform each other in advance of fundraising efforts, e.g., donation solicitations, grant applications, so as to permit coordination, and avoid duplication of efforts.

At the conclusion of Provider's Services under this Agreement and any renewals thereof, Provider shall remit to District all donations/grants under its control which were received solely on condition that it/they be used for the School-Based Mobile Health Center program at the School(s), except to the extent that any grant source requires any remaining balance to be remitted to the grant source.

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32. Compliance with Governmental Requirements. Provider and District shall comply with all codes, ordinances, rules, regulations and requirements of all municipal, state and federal authorities now in force or which may hereinafter be in force pertaining to the provision of the Services, including but not limited to HIPPA and FERPA. The parties agree that in the event new governmental requirements are imposed which affect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable additional terms to conform this Agreement to such new requirements, if necessary.

33. Delegation and Assignment. Provider shall not delegate its duties or assign its rights hereunder or both, either in whole or in part, without the prior written consent of the Director. Any delegation or assignment without such consent shall be null and void.

34. Termination.

A. Termination without Cause. Either party may terminate this Agreement without cause upon the provision of one hundred and eighty (180) days prior written notice to the other party.

B. Immediate Termination. In the event either party breaches this Agreement in a manner that involves a violation of any law or regulation applicable to this Agreement, the other party may terminate this Agreement immediately upon the provision of written notice thereto.

C. Termination with Cause.

1. In the event of any breach of this Agreement by either party, the non-breaching party may issue a Notice to Cure (labeled as such), identifying the breach and

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directing the other party to cure its breach within the period specified in the Notice, which time period shall be not less than fifteen (15) calendar days.

2. If the noticed-party does not cure its breach to the satisfaction of the non-breaching party within the period stated in the Notice to Cure, the non-breaching party may issue a Notice of Default, specifying its effective date. Providers shall cease all work under this Agreement as of the effective date specified in the Notice of Default.

35. Waiver. A waiver by either party of a breach of failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

36. Notice. Any notice to District to this Agreement shall be in writing directed to:

Director, Student Medical Services and Medi-Cal Programs
Los Angeles Unified School District
333 S. Beaudry Avenue, 29th Floor
Los Angeles, California 90017
(213) 241-3872

Any notice to Provider pursuant to this Agreement, shall be directed to:

Provider: _____

Name/Title: _____

Address: _____

City, State, Zip: _____

Phone #: _____

37. Good Faith Resolution. The parties agree that, in the event any dispute arises concerning the terms of this Agreement or services to be provided pursuant to this

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Agreement, the parties shall first attempt in good faith to resolve the dispute to their mutual satisfaction. Either party may initiate such informal process, by written notice given by the initiating party to the other party. If they are unable to resolve the dispute informally within thirty (30) calendar days, either party may terminate this Agreement pursuant to Section 34 (C), and/or seek any remedies available under the law. This section shall not be applicable to termination pursuant Section 34 A and 34 B.

38. Entire Agreement. This Agreement together with all attached exhibits and documents specifically referenced or incorporated by reference herein, upon execution by both parties, constitutes the full and complete expression of the rights and obligations of the parties and supersedes all other agreements, written or oral, oral, here to fore made by the parties relative to operation of a School-Based Mobile Health Center at the School(s).

39. Amendments. This Agreement may be modified or amended only by a written instrument executed by all of the parties hereto.

40. Debarment, Suspension or Ineligibility for Award. By signing this Agreement, the Provider certifies that:

- A. The Provider and any of its principals are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency and State agency.
- B. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of

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embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and are not presently indicted for or otherwise criminally or civilly charged by a Government entity with commission of any of these offenses.

41. Confidentiality of Agreement.

- A. This Agreement, all communications and information obtained by Provider from District relating to this Agreement, and all information developed by Provider under this Agreement, are confidential. Except as provided in Subsection C, without the prior written consent of an authorized representative of District, Provider shall neither divulge to, nor discuss with any third party either the work and services provided hereunder or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Provider shall inform District, in writing of the nature and reasons for such disclosure. Provider shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent.

- B. At the conclusion of the performance of this Agreement, Provider shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Provider may retain copies of such materials.

- C. Provider may disclose to any Subcontractor, or District approved third parties, any information that is reasonably required for the performance of the Subcontractor's work. Prior to any such disclosure, Provider shall obtain the Subcontractor's written Agreement to the confidentiality requirements and shall provide a copy of such Agreement to District.

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D. Provider or District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information that related to this Agreement without prior written approval of the other party.

E. Provider's and District's obligation of confidence with respect to information submitted or disclosed to Provider by District hereunder shall survive termination of this Agreement.

42. Governing Laws, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in Los Angeles County.

43. Authority. Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this Agreement and each person executing this Agreement on behalf of the undersigned parties represents and warrants that he or she has the power and authority to enter into this Agreement and to bind the parties hereto.

[Signature blocks on next page.]

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IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

LOS ANGELES UNIFIED SCHOOL DISTRICT

Office of the Chief Medical Director:

DATED _____ BY _____
Smita Malhotra, Chief Medical Director

Office of General Counsel:

DATED _____ BY _____
Marisa Montenegro, Assistant General Counsel II
(Approved as to form only)

Region: _____

DATED _____ BY _____
Signature-Region Superintendent

BY _____
Print Name- Region Superintendent

Provider:

NAME OF PROVIDER _____

PROVIDER ADDRESS _____

DATED _____ BY _____
Signature-Provider's Authorized Representative

BY _____
Print Name-Provider's Authorized Representative

BY _____
Title-Provider's Authorized Representative

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Related Exhibits

EXHIBIT A: Service Delivery Application.

EXHIBIT B: Management Information Reports (Data)

EXHIBIT C: Contractor Code of Conduct

EXHIBIT D: N/A

EXHIBIT E: Consent form and release to share information form template(s)

EXHIBIT F: District Information Protection Policy, Bulletin 1077.2

EXHIBIT G: Code of Conduct with Students

EXHIBIT H: Telehealth Reference Sheet

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/9/2024	
BOARD MEETING DATE	10/22/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input 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 Works	
SUBJECT	CP Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage 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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Funding is required to complete the project in late 2024.	
COST & FUNDING	Total cost: \$375,000	Funding source: The additional funding of \$375,000 will be provided by the Department of Health Services Enterprise Fund-Committed for Department of Health Services.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval for the revised project budget of \$17,350,000, which is an increase of \$375,000 from the previous Board-approved amount of \$16,975,000, and to execute a construction change orders with AWI Builders, Inc., for the Martin Luther King, Jr. Medical Campus (MLK MC) Clinical Laboratory and Red-Bag Storage Project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On June 11, 2019, the Board established and approved the MLK MC Clinical Laboratory and Red-Bag Storage Project. On February 23, 2021, the Board approved the total project budget of \$14,550,00 for the MLK MC Clinical Laboratory and Red-Bag Storage Project and authorized Public Works to award and execute a construction contract with AWI for a not-to-exceed amount of \$8,486,500. On December 6, 2022, and October 17, 2023, the Board approved the revised project budgets of \$15,900,000 and \$16,975,000, respectively, for the MLK MC Clinical Laboratory and Red-Bag Storage Project.</p> <p>Public Works is seeking Board approval to execute three change orders under delegated authority for a \$260,000 not-to-exceed fee. The change orders are for revisions to the building infrastructure and exterior site work for a \$130,000 not-to-exceed amount; changes to the west exterior gate foundations for a \$80,000 not-to-exceed amount; and changes to the laboratory workstation infrastructure for a \$50,000 not-to-exceed amount.</p> <p>Construction of the MLK MC Clinical Laboratory and Red-Bag Storage Project is approximately 95 percent complete and is expected to be substantially completed in December 2024.</p>	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project will ensure that medical health services continue to be provided to a community that has been historically underserved.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 2 - Alliance for Health Integration by providing prevention, treatment, and healing services.
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:

October 22, 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-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
CLINICAL LABORATORY AND RED-BAG STORAGE PROJECT
APPROVE REVISED PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
APPROVE CONSTRUCTION CHANGE ORDERS
CAPITAL PROJECT NO. 69857
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to increase the project budget and execute three construction change orders with AWI Builders, Inc., for the Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the scope of the Board's previous finding of exemption from the California Environmental Quality Act for the Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project for the reasons stated in this Board letter and in the record of the approved project.
2. Approve the revised project budget of \$17,350,000, an increase of \$375,000 from the previous Board-approved amount of \$16,975,000, for the

Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project, Capital Project No. 69857.

3. Approve the Fiscal Year 2024-25 appropriation adjustment to allocate \$375,000 from the Department of Health Services' Enterprise Fund-Committed for the Department of Health Services to fund the remaining projected expenditures for the Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project, Capital Project No. 69857.
4. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with AWI Builders, Inc., for a \$130,000 not-to-exceed amount for building infrastructure and exterior site work changes.
5. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with AWI Builders, Inc., for an \$80,000 not-to-exceed amount for west exterior gate foundation changes.
6. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with AWI Builders, Inc., for a \$50,000 not-to-exceed amount for laboratory workstation infrastructure changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that they are within the scope of the Board's previous exemption finding under the California Environmental Quality Act (CEQA) for the previously approved project; approve the revised project budget and associated appropriation adjustment; and authorize Public Works to execute three construction change orders with AWI Builders, Inc., for the Martin Luther King, Jr. Medical Campus (MLK MC) Clinical Laboratory and Red-Bag Storage Project.

Background

This project will benefit patients served at the MLK MC Outpatient Center by optimizing clinical lab space, utilizing advanced technology and equipment, and incorporating the Department of Health Services (DHS) laboratory integration initiative to streamline laboratory services.

The approved MLK MC Clinical Laboratory and Red-Bag Storage Project consists of demolishing the existing abandoned cooling towers to construct a 7,000-square-foot

clinical laboratory, including an adjacent red-bag storage area at the MLK MC. The existing clinical laboratory located on the Third Floor of the Augustus F. Hawkins building occupies approximately 27,000 square feet and provides laboratory tests for the MLK MC Outpatient Center, correctional health, and DHS satellite clinics.

DHS launched a laboratory integration initiative to improve efficiency, standardize testing practices, and ensure equitable access for all DHS patients. Laboratory tests will be processed at centralized DHS locations but principally at Los Angeles General and Harbor-UCLA Medical Centers. All tests that are available to MLK patients today will continue to be available in the new MLK facility. Additionally, the integration will result in no anticipated additional capital costs at the new centralized locations.

On June 11, 2019, the Board established and approved the MLK MC Clinical Laboratory and Red-Bag Storage Project, which included the make-ready work using a Board-approved Job Order Contract as part of MLK Behavioral Health Center Renovation Project and various related projects at the MLK Campus.

On February 23, 2021, the Board approved the total project budget of \$14,550,000 for the MLK MC Clinical Laboratory and Red-Bag Storage Project and authorized Public Works to award and execute a construction contract to the lowest responsible bidder, AWI, for a not-to-exceed amount of \$8,486,500.

On December 6, 2022, the Board approved the revised project budget of \$15,900,000, an increase of \$1,350,000, due to unforeseen soil conditions and laboratory equipment changes.

On October 17, 2023, the Board approved the revised project budget of \$16,975,000, an increase of \$1,075,000, due to changes to laboratory equipment, foundation, and roofing, and authorized Public Works to execute four construction change orders with AWI for a total not to exceed amount of \$1,275,000.

Exterior Site Work Changes

During the finish sitework, unforeseen underground site conditions and inaccurate site survey elevations triggered redesign of the exterior sitework and landscaping. Additionally, the tenant department requested an extension of the Red-Bag Storage concrete sidewalk to the nearby asphalt driveway to meet operational needs.

The proposed change order with AWI for a \$130,000 not-to-exceed amount will cover the cost of the additional design, coordination, regrading, and construction of additional sidewalk, curbs, and asphalt paving.

West Exterior Gate Foundation Changes

During the excavation of the two West Gates, unforeseen underground site conditions and inaccurate as-built information of the neighboring South Support Building were discovered.

The proposed change order with AWI for an \$80,000 not-to-exceed amount will cover the cost of the additional design, coordination, and installation of additional rebar and slurry.

Laboratory Workstation Infrastructure Changes

During the Lab equipment validation and coordination meetings, the tenant department provided a Sakura workstation in lieu of the specified pathology grossing station.

The proposed change order with AWI for a \$50,000 not-to-exceed amount will cover the cost of the additional design, coordination, demolition, and rerouting of electrical, plumbing, and mechanical utilities.

Construction of the MLK MC Clinical Laboratory and Red-Bag Storage Project is approximately 95 percent complete. These proposed scope changes have resulted in an increase to the project's budget and delayed the project's substantial completion by approximately 8 months. Substantial completion is currently anticipated by December 31, 2024.

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 3, 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.

By investing in public healthcare infrastructure improvements, it will enhance the quality and delivery of healthcare services to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

Approval of the recommended actions will increase the previous Board-approved project budget from \$16,975,000 to \$17,350,000, an increase of \$375,000, which includes construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. The revised project budget and schedule are included in Enclosure A.

The proposed budget increase in the amount of \$375,000 will provide additional funding to cover the cost of the three proposed change order with AWI for a not-to-exceed amount of \$260,000, an increase in the Civic Art Fund allowance, and associated soft costs.

Approval of the Fiscal Year 2024-25 appropriation adjustment (Enclosure B) will allocate \$375,000 from the DHS Enterprise Fund-Committed for DHS to fund the projected Fiscal Year 2024-25 expenditures for the MLK MC Clinical Laboratory and Red-Bag Storage Project, Capital Project No. 69857.

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

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 budget includes 1 percent of the eligible design and construction costs allocated to the Civic Art Fund. If approved, this budget increase will increase the eligible Civic Art allocation from \$152,525 to \$155,125.

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

The project will continue to support the Board's Green Building/Sustainable Design Program policy by minimizing the amount of demolition materials disposed of in landfills and by incorporating energy-efficient products in the remodeling scope.

Public Contract Code Section 20137 allows the Board, with a four-fifths vote, to authorize an individual change order to a construction contract that is 10 percent or less of the original contract amount without having to obtain bids for the work. Each of the three change orders are less than 10 percent of the original contract sum and are, therefore, within the statutory threshold.

Los Angeles County Code Section 2.18.050 and Public Contract Code Section 20145 authorize the Director to execute change orders to original contracts entered into by the Board where an individual change order does not exceed 10 percent of the amount of the original contract or \$330,000, whichever is less. The aggregate total of the change orders under delegated authority may not exceed 25 percent of the amount of the original contract. To date, Public Works has executed 36 change orders totaling \$1,556,010, which represents 18 percent of the original contract sum, was executed under delegated authority, and \$579,067 was approved by the Board.

ENVIRONMENTAL DOCUMENTATION

On June 11, 2019, the Board found the MLK MC Clinical Laboratory and Red-Bag Storage Project categorically exempt from CEQA. Notice of Exemptions were filed on June 24, 2019; March 30, 2021; December 19, 2022; and October 31, 2023. The project remains within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (l) (3) and (4); 15303 (c); and 15304 (a) and (b) of the State CEQA Guidelines and Classes 1 (h), (3), and (4); 3 (k); and 4 (a) and (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project continues to provide for demolition of individual small structures and construction of small buildings not exceeding 10,000 square feet with negligible or no expansion of use. The currently recommended actions are within the scope of the previous finding of exemption, and there are no changes that require additional findings under CEQA.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk and the State Clearinghouse in 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 County's website pursuant to Section 21092.2.

CONTRACTING PROCESS

On July 12, 2021, Public Works entered into low-bid agreement for construction services with AWI for an \$8,486,500.

Once executed, the proposed three construction change orders for a \$260,000 total not-to-exceed amount will bring the total amount of executed change orders to \$3,410,077.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services at the MLK MC. There are no anticipated impacts to laboratory testing during equipment relocation. All patient care services on campus will remain fully operational during construction.

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

GS:HA:jc

Enclosures

c: Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
Children and Family Services
County Counsel
Executive Office
Health Services (Capital Projects Division)

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
CLINICAL LABORATORY AND RED-BAG STORAGE PROJECT
APPROVE REVISED PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 69857
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	07/19/2019*
Jurisdictional Approvals	09/23/2019*
Construction Award	08/06/2020*
Substantial Completion	11/13/2020*
Construction Documents	06/26/2020*
Jurisdictional Approvals	02/09/2021*
Construction Award	06/30/2021*
Substantial Completion	04/30/2024 12/31/2024
Project Acceptance	05/31/2024 02/28/2025

*Actual Date

II. PROJECT BUDGET SUMMARY

Project Budget Category	Board Approved Budget	Changes Since Previous Board Approved Budget	Revised Budget
Low-Bid Construction	\$ 8,500,000	\$ 0	\$ 8,500,000
Make-Ready Construction	\$ 1,040,000	\$ 0	\$ 1,040,000
Change Order Contingency	\$ 3,453,000	\$260,000	\$ 3,713,000
Utility Connections	\$ 0	\$ 0	\$ 0
Construction Subtotal	\$12,993,000	\$260,000	\$13,253,000
Civic Art	\$ 152,525	\$ 2,600	\$ 155,125
Plans and Specifications	\$ 2,259,500	\$ 25,000	\$ 2,284,500
Consultant Services	\$ 916,000	\$ 25,000	\$ 941,000
Miscellaneous Expenditures	\$ 20,000	\$ 0	\$ 20,000
Jurisdictional Review/Plan Check/Permits	\$ 325,000	\$ 0	\$ 325,000
County Services	\$ 308,975	\$ 62,400	\$ 371,375
TOTAL	\$16,975,000	\$375,000	\$17,350,000

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

August 29, 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 2024-25
4 - VOTES

SOURCES		USES	
DHS ENTERPRISE FUND MN2-3078 COMMITTED FOR DHS DECREASE OBLIGATED FUND BALANCE	375,000	DHS ENTERPRISE FUND MN2-HS-6100-60070 OTHER FINANCING USES INCREASE APPROPRIATION	375,000
HARBOR CARE SOUTH ENTERPRISE FUND MN1-HH-96-9911-60020 OPERATING TRANSFERS IN INCREASE REVENUE	375,000	HARBOR CARE SOUTH ENTERPRISE FUND MN1-HH-96-9912-60020 OPERATING SUBSIDY - GENERAL FUND DECREASE REVENUE	375,000
ENT SUB - HARBOR CARE SOUTH A01-AC-6100-21200-21226 OTHER FINANCING USES DECREASE APPROPRIATION	375,000	MARTIN LUTHER KING JR. OUTPATIENT CENTER MLK CLINICAL LABORATORY AND RED-BAG STORAGE A01-CP-6014-64020-69857 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	375,000
SOURCES TOTAL	\$ 1,125,000	USES TOTAL	\$ 1,125,000

JUSTIFICATION

This budget adjustment of \$375,000 is necessary to fund Capital Project No. 69857, Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project, from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2024-25.

AUTHORIZED SIGNATURE

JEAN LO, CHIEF, CONTROLLER'S DIVISION

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY _____

B.A. NO. _____

DATE _____

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY _____

DATE _____



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

Community Assistance Recovery Empowerment Program (CARE): **UPDATE**

Martin Jones, Jr., LCSW, Countywide Chief
Department of Mental Health CARE Program
Wednesday, October 9, 2024, 11:30am-1:30pm
Kenneth Hahn Hall of Administration

CARE Summary

CARE was successfully implemented in Los Angeles County on December 1, 2023.

Regional offices were established in each of the eight (8) Service Areas.

All Service Areas have the capacity to provide the full spectrum of CARE services.

The CARE process is a voluntary Civil Court proceeding which is collaborative and supportive in its approach.

The court proceedings are held at the Norwalk Courthouse, which also includes a legal self-help center.

CARE Court Impact

Success Stories



CARE Data: Petitions

As of 10/2/2024

- Family Initiated Petitions: 236
- Non-Family Initiated Petitions: 18
 - Provider Network Initiated Petitions - 11
 - Self – 4
 - IST to CARE Court Pilot (State Hospitals) – 1
 - CDCR - 2
- DMH Initiated Petitions: 18

Total Petitions: 272

CARE Court

Monthly Court Reports / Hearings Data

October 2024

Total Court Reports: 162

Hearing Type:

Hearing Type	Count
CARE Plan	3
Case Management	3
Initial	48
Initial/Merits	1
Merits	2
Progress	11
Status	2
Total Scheduled Hearings	70

CARE Data: Reason for Petition Dismissals

As of 10/2/2024

- Incarcerated: 4
- Deceased: 1
- Declined to Participate: 1
- Petition Withdrawn: 4
- Moved Out of County: 2
- Does not Meet CARE Criteria: 28
- Unable to Locate Client: 2
- Client Stable in Current Treatment: 28

Total Dismissed: 70

CARE Data: Housing Status

As of 10/2/2024



HOUSED: 179



NOT HOUSED: 80



JUSTICE SYSTEM: 13

CARE Data: Non-Petition DMH Referrals

As of 10/2/2024

- PMRT/START/MET: 53
- Full Service Partnership (FSP): 3
- Department of Health Services (DHS): 7
- Public Guardian: 26
- Promoting Health Preventing Homelessness: 4
- Board Office: 1
- Court Linkage: 4
- Hollywood 2.0: 1
- DMH Outpatient Clinics: 13

Total Non-Petition DMH Referrals: 112

SB 317

- SB 317, under 5978 (b) of the Welfare and Institutions Code states " A court may refer an individual from misdemeanor proceedings pursuant to section 1370.01 of the Penal Code to CARE Act proceedings."
- Judges at Hollywood Superior Court, commonly referred to as Mental Health Court, routinely refer Penal Code 1370.01 defendants to be evaluated by DMH's CARE Team as to their suitability to participate in the CARE Court Program.
- These are individuals who have committed a misdemeanor and have been deemed incompetent to stand trial.

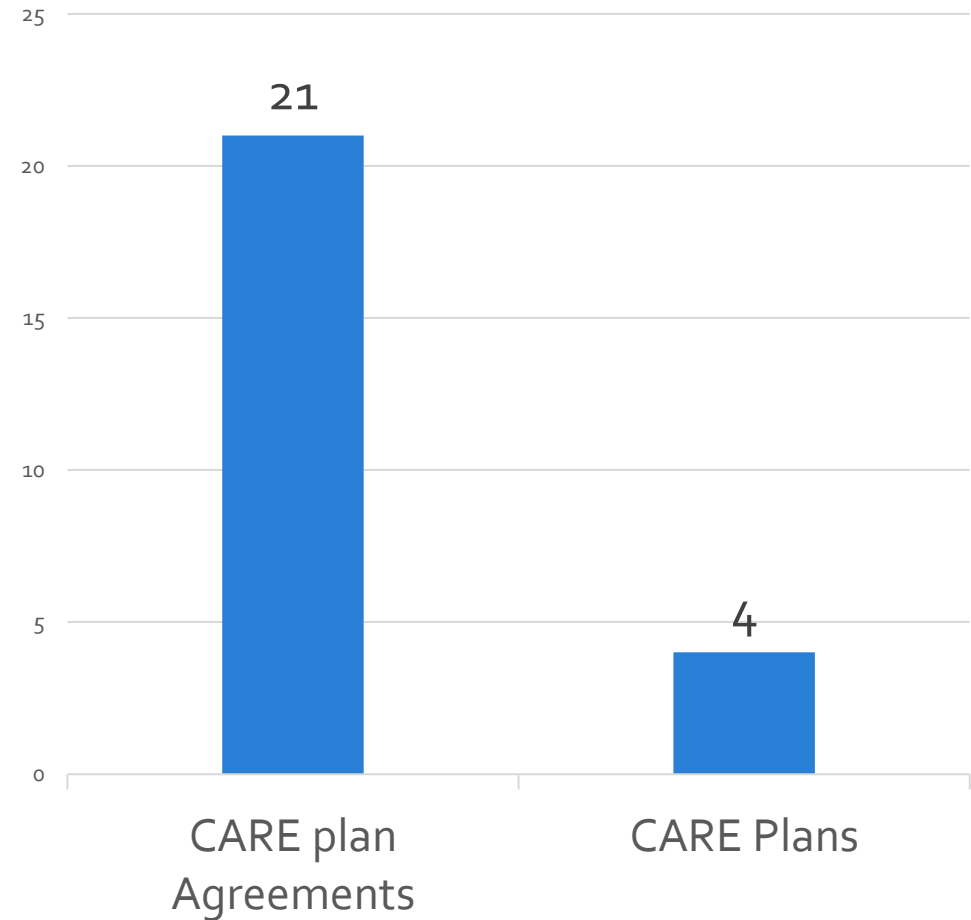
SB 317 Disposition

As of 10/2/2024

Disposition	Total	Percentage
Did not meet CARE Court Criteria	52	26.8%
Met CARE Court Criteria	61	31.4%
<i>* Met CARE Criteria, but unable to locate</i>	<i>*43</i>	<i>* 70.5%</i>
Meets Grave Disability Criteria	68	35.1%
Petitioned	2	1%
Evaluations Pending	11	5.7%
Total	194	100%

CARE Agreements/Plans

- Twenty-One (21) CARE Agreements
- Four (4) CARE Plans



Outreach & Linkage

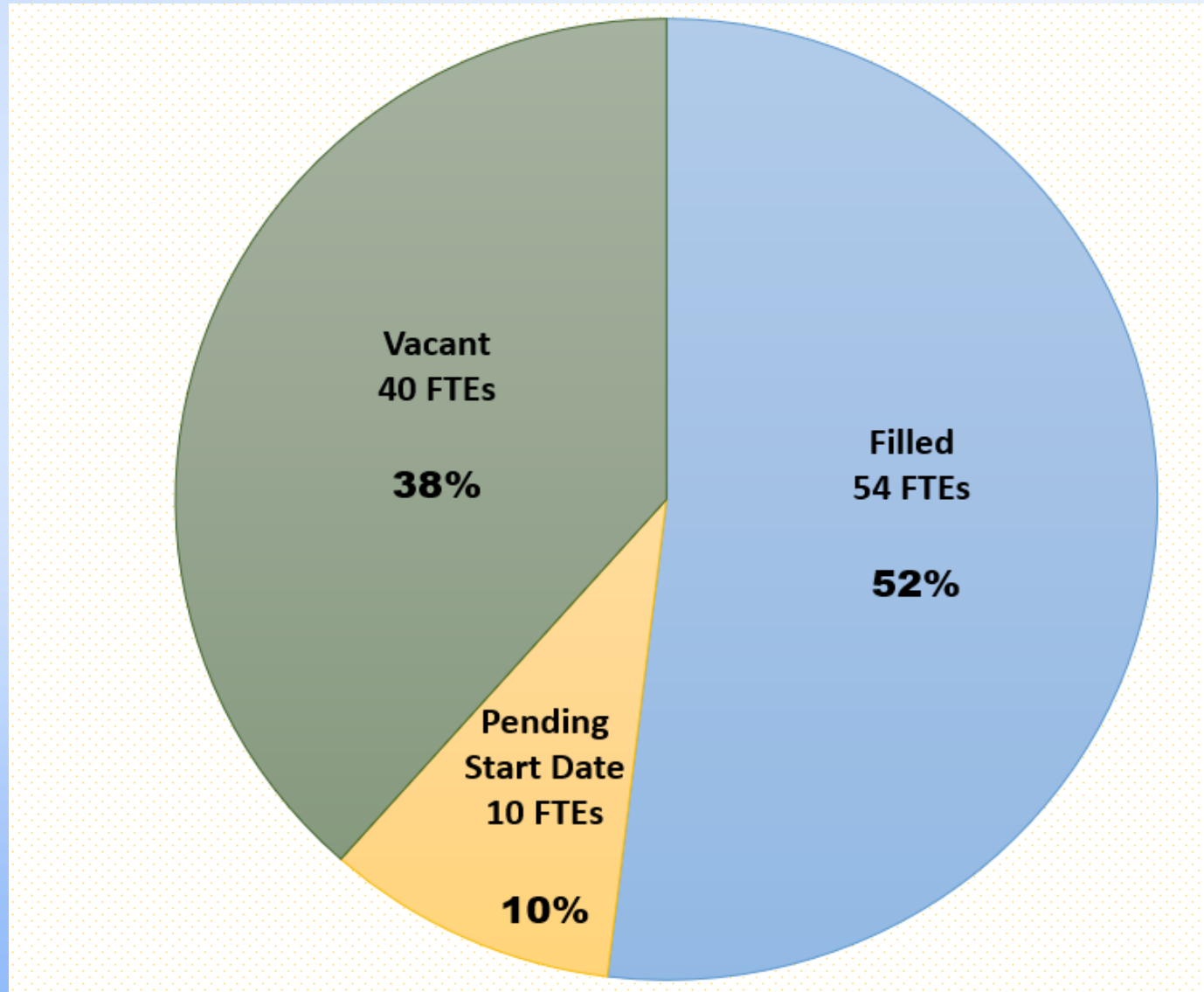
As of 10/2/2024

- Self-help Calls: 84
- Face to Face Consults at Court: 129
- Number of Structured Power Point Presentations: * 64
 - Total Number of Participants: 2,934
- Number of CARE Information Dissemination Events: ** 52
 - Total Number of Community Members: 2,284

* Tri-City Mental Health presentation included

** CARE Team members provided information at community events

CARE Staffing Status



Staffing Strategies

DMH continues to leverage the following strategies to enhance recruitment and retention of staff:

- Departmental Eligibility Lists
- Emergency Appointments Lists
- Transfer Opportunity Bulletins
- Participation in Hiring Fairs
- Attendance at professional conferences such as APA
- Fostering strong relationships with college and universities
- Increasing internship opportunities for these professions
- Increasing participation in professional organizations
- Loan forgiveness and repayment programs (psychologists)
- Field-based bonuses
- Relocation allowances (psychiatrists)
- Recruitment incentives (psychiatrists)

New Strategies



**CLOSELY
COLLABORATING
WITH THE FSP
PROGRAMS THAT
HAVE LIMITED
CAPACITY FOR
NEW CLIENTS**



**OUTREACH AND
TRAINING FOR
FIRST
RESPONDERS**



**ENGAGING WITH
THE HOSPITAL
ASSOCIATION
REGARDING A
POTENTIAL PILOT
FOR HIGH
UTILIZERS OF
EMERGENCY
DEPARTMENTS**



**EXPLORING WITH
MULTIPLE
HOSPITALS A
PATHWAY FOR
FREQUENTLY
INVOLUNTARILY
HOSPITALIZED
INDIVIDUALS TO
ACCESS CARE
COURT SERVICES**

CARE Resources and Links



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
hope, recovery, wellbeing

ABOUT DMH ▾ OUR SERVICES ▾ FOR PROVIDERS ▾ EVENT CALENDAR GET HELP NOW!

CARE COURT INFORMATION AND RESOURCES

A A A



CARECourt

LA County Caring Together

The Community Assistance, Recovery, and Empowerment (CARE) Court is a [new state law](#) meant to address and treat disorders, such as schizophrenia or other psychotic disorders, by allowing a court to order behavioral health treatment in co

Web: <https://dmh.lacounty.gov/court-programs/care-court/>

Email: CARECourt@dmh.lacounty.gov

By focusing on a holistic, person-centered approach, CARE Court aims to break the cycle of homelessness and incarceration for individuals and promote long-term recovery through a civil court process. This holistic approach seeks to create a safe, supportive, and healthier community for all residents.

CARE Court is intended to be a path towards recovery for a very specific population of adults.

The goal of the program is to divert individuals with schizophrenia or other psychotic disorders from more restrictive settings (such as conservatorships or incarceration) into the community with a supportive Care Agreement or plan to meet their individual needs.

Voluntary treatment is always available and preferred to court involved/ordered treatment.

While the County of Los Angeles is part of the second legislative group/cohort, early implementation will allow us to optimize the resources and services offered across our departments during this state of emergency on homelessness and early CARE implementation.

CARE Court will begin accepting petitions on **December 1, 2023**, but help for community members does NOT have to wait. Residents and family members can access other LACDMH programs, services, and resources today through our website, calling our 24/7 Help Line at (800) 854-7771, or calling/texting the [988 Suicide & Crisis Lifeline](#).

Explore the below sections for more information about CARE Court; program details will also be posted on [L.A. Court's website](#) soon. If you have additional questions about CARE Court, email CARECourt@dmh.lacounty.gov.

HOW CARE COURT WORKS



WHO IS INVOLVED IN CARE COURT



FREQUENTLY ASKED QUESTIONS





Q & A